·	FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Petent and Trademark Office				
Tab settings ⇔ ⇔ ♥ ▼	<u> </u>				
To the Honorable Commissioner of Patents and Trademarks	: Please record the attached original documents or copy thereof.				
Name of conveying party(les):	Name and address of receiving party(ies)				
Alliant Techsystems Inc.	Name: Bank of America, N.A.				
	Internal Address:				
Additional name(s) of conveying party(iee) attached? 🗵 Yes 🗆 No					
3. Nature of conveyance:					
☐ Assignment ☐ Merger	Street Address: 100 North Tryon Street				
Security Agreement					
☐ Other					
	City: Charlotte State: NC Zip: 28255				
Execution Date: March 31, 2004	Additional name(a) & address(es) attached? Yea No				
4. Application number(s) or patent number(s):					
	cation, the execution date of the application is:				
A. Patent Application No.(s)	B. Patent No.(s)				
SEE ATTACHED	N/A				
5. Name and address of party to whom correspondence	teched? ☑ Yes ☐ No 6, Total number of applications and patents involved: 1				
concerning document should be mailed:					
Name: Intellectual Broperty Decketing	7. Total fee (37 CFR 3.41)\$ 40.00				
Name: Intellectual Property Docketing	☐ Enclosed				
Internal Address: SHEARMAN & STERLING LLP	Authorized to be charged to deposit account				
<u></u>					
	8. If check is missing or otherwise insufficient, charge				
	deposit account number:				
Street Address: 599 Lexington Avenue	50-0324				
	(Attach duplicate copy of this page if paying by deposit account)				
	(with a characte to by or any halfour he had by a phone appoint.)				
City: New York State: NY Zip: 10022					
DO NOT USE THIS SPACE					
9. Statement and signature.					
To the best of my knowledge and belief, the foregoing true copy of the original document.	information is true and correct and any attached copy is a				
Tamara L. Hrivnak	May 28, 2004				
Name of Person Signing	Signature Date				
Total number of pages including or	over sheet, attachments, and documents: 15				

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Sox Assignments Washington, O.C. 20231

Continuation of Patent Recordation Form Cover Sheet

Continuation of Box 1:

Composite Optics, Incorporated Federal Cartridge Company

Mission Research Corporation New River Energetics, Inc.

Thlokol Technologies International, Inc.

GASL, Inc. Micro Craft Inc.

Alilant Ammunition and Powder Company LLC Alliant Ammunition Systems Company LLC Alliant Holdings LLC Alliant International Holdings Inc. Alliant Lake City Small Caliber Ammunition Company LLC Alliant Propulsion And Composites LLC Alliant Southern Composites Company LLC Ammunition Accessories Inc. ATK Aerospace Company Inc. ATK Ammunition and Related Products LLC ATK Commercial Ammunition Company Inc. ATK Elkton LLC ATK International Sales Inc. ATK Logistics and Technical Services LLC ATK Missile Systems Company LLC ATK Ordnance and Ground Systems LLC ATK Precision Systems LLC ATK Tactical Systems Company LLC

NYDOCS04/399364.1

CONTINUATION OF BOX 4:

Application Number	Filing Date	Owner	Co-Owner	
09/436360	09-Nov-1999	Alliant Techsystems Inc.	<u> </u>	

NO ADDITIONAL PAGES

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 31, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A. ("Bank of America"), as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Alliant Techsystems Inc., a Delaware corporation, has entered into a Credit Agreement dated as of March 31, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Bank of America, N.A., as Administrative Agent, and the other Agents and the Arrangers party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated March 31, 2004 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):
- the patents and patent applications set forth on Schedule A hereto (the "Patents"):
- the trademark and service mark registrations and applications set forth on (b) Schedule B hereto (provided that no security interest shall be granted in United States intent-touse trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

- all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth on Schedule C hereto (the "Copyrights");
- all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- Each Grantor authorizes and requests that the Register of 3. Recordation. Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable U.S. government officer record this IP Security Agreement.
- Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.
- Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

0010	
	ALLIANT TECHSYSTEMS INC. By: Name: Title:
	By: / M'/ Name: Title:
Address for Notices:	ALLIANT AMMUNITION AND POWDER COMPANY LLC
Radford Army Ammunition Plant Route 114, Box 1 Radford, VA 24141-0100	By: Name: Title:
	By:
Address for Notices:	ALLIANT AMMUNITION SYSTEMS COMPANY LLC
Building 104 Twin Cities Army Ammunition Plant Arden Hills, MN 55112	By: Name: Title:

<u>Address for Notices</u>: 5050 Lincoln Drive Edina, MN 55436-1097

Address for Notices:

5050 Lincoln Drive Edina, MN 55436-1097

Address for Notices:

Lake City Army Ammunition Plant PO Box 1000 Independence, MO 64051-1000

ALLIANT HOLDI	VOS LIGG
Ву:	Very
Name:	
Title:	
By: Tobo	f ONIL
Name:	
Title:	/
ALLIANT INTER	NATIONAL HOLDINGS

INC.

Name:
Title:

ALLIANT LAKE CITY SMALL CALIBER AMMUNITION COMPANY LLC

By: ____ Name: _

Title:

Name: Title:__

Alliant Techsystems Inc. IP Security Agreement

Address for Notices:

One Utah Center 201 South Main Street Suite 400 Salt Lake City, UT 84111

Address for Notices:

Tri State Commerce Park 751 County Road 989 Building 1000 Iuka, MS 38852

Address for Notices: 2299 Snake River Avenue Lewiston, ID 83501

ALLIANT PROPULSION AND COMPOSITES LLC

ALLIANT SOUTHERN COMPOSITES COMPANY LLC

AMMUNITION ACCESSORIES ING.

Address for Notices:

One Utah Center 201 South Main Street Suite 400 Salt Lake City, UT 84111 ATK AEROSPACE COMPANY INC.

By:

Name:

Title:_

By: __/ Name:

Title:

Address for Notices:

900 Ehlen Drive Anoka, MN 55303-1778

Address for Notices:

5050 Lincoln Drive Edina, MN 55436-1097 ATK AMMUNITION AND RELATED

PRODUCTS LLC

Ву: ___

Name: . Title:

Bv

Name:

Title:

ATK COMMERCIAL AMPUNITION

COMPANY INC.

By:

Name:

Title:

By: ∠

Name:

Title:_

Allient Techsystems Inc. IP Security Agreement

Address for Notices: 55 Thiokol Road PO Box 241 Elkton, MD 21922

Address for Notices: 900 Ehlen Drive Anoka, MN 55303-1778

Address for Notices:

5050 Lincoln Drive Edina, MN 55436-1097 ATK LOGISTICS AND TECHNICAL

By: ___

SERVICES LLC

Name: Title:_

By: ___ Name: Title:__

Alliant Techsystems Inc. IP Security Agreement

Address for Notices: 21301 Burbank Boulevard Suite 100 Woodland Hills, CA 91367

Address for Notices:

4700 Nathan Lane Plymouth, MN 55442-2890

Address for Notices: 5050 Lincoln Drive Edina, MN 55436-1097 ATK MISSILE SYSTEMS COMPANY LLC

By: ___/ Name: _ Title:__

ATK ORDNANCE AND GROUND SYSTEMS

LLC

By: __ Name: Title:_

By: / Name: _ Title:___

ATK PRECISION SYSTEMS LLC

By: __ Name:

Title:

Name: _ Title:__

Alliant Techsystems Inc. (P Security Agreement

Address for Notices:

Allegany Ballistic Laboratory 210 State Route 956 Rocket Center, WV 26726

Address for Notices: 9617 Distribution Avenue San Diego, CA 92121

Address for Notices: 900 Ehlen Drive Anoka, MN 55303-1778 ATK TACTICAL SYSTEMS COMPANY LLC By: Name: Title:_ By: Name: Title:

COMPOSITE OPTICS, INCORPORATED

By: Name: Title:

Name: Title:_

FEDERAL CARTRIDGE COMPANY

By:

Name: Title:

By: , Name:

Title:_

Address for Notices: 77 Raynor Avenue Ronkonkoma, NY 11779

Address for Notices: 207 Big Springs Avenue PO Box 370 Tullahoma, TN 37388

Address for Notices: 735 State Street P.O. Drawer 719 Santa Barbara, CA 93102-0719 By:
Name:
Title:

Title:

MICRO CRAFT INC.

By:
Name:
Title:
Title:

Address for Notices: Radford Army Ammunition Plant Route 114, Box 6 Radford, VA 24141-0096

Address for Notices:

9160 North Highway 83 PO Box 707 Brigham City, UT 84302-0707 NEW RIVER ENERGETICS, INC.

By: ___ Name: Title:__

Name: Title:

THIOKOL TECHNOLOGIES
INTERNATIONAL, INC.

()

By: ____ Name: _ Title:

By: __/ Name: _

Title:_

Allient Techsystems Inc. IP Security Agreement

SCHEDULE A

PATENTS

Application Number	Filing Date	Owner	Co-Owner
09/436360		Alliant Techsystems Inc.	

NYDOC\$04/399273.1 PAT RECORDED: 05/28/2004 REEL: 014715