



102764611

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Record As of 5/28/04

1. Name of conveying party(ies):
Alliant Techsystems Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: _____
Street Address: 100 North Tryon Street
City: Charlotte State: NC Zip: 28255
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: March 31, 2004

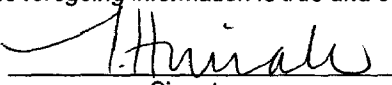
4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
SEE ATTACHED
B. Patent No.(s)
N/A
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING LLP
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Tamara L. Hrivnak  May 28, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 15

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

Continuation of Patent Recordation Form Cover Sheet

Continuation of Box 1:

Alliant 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
Composite Optics, Incorporated
Federal Cartridge Company
GASL, Inc.
Micro Craft Inc.
Mission Research Corporation
New River Energetics, Inc.
Thiokol Technologies International, Inc.

NYDOCS04/399364.1

PATENT
REEL: 015018 FRAME: 0121

CONTINUATION OF BOX 4:

Application Number	Filing Date	Owner	Co-Owner
10/645706	21-Aug-2003	Alliant Techsystems Inc.	

NO ADDITIONAL PAGES

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:

1. 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*"):

(a) the patents and patent applications set forth on Schedule A hereto (the "*Patents*");

(b) the trademark and service mark registrations and applications set forth on Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use 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*");

(c) 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**");

(d) 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;

(e) 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

(f) 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.

2. 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.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable U.S. government officer record this IP Security Agreement.

4. 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.

5. 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.

6. 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.

ALLIANT TECHSYSTEMS INC.

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: _____
Title: _____

Address for Notices:

Radford Army Ammunition Plant
Route 114, Box 1
Radford, VA 24141-0100

ALLIANT AMMUNITION AND POWDER
COMPANY LLC

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: _____
Title: _____

Address for Notices:

Building 104
Twin Cities Army Ammunition Plant
Arden Hills, MN 55112

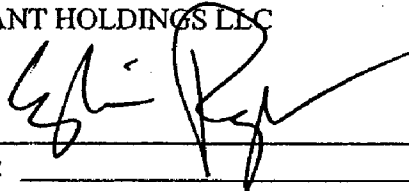
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COMPANY LLC

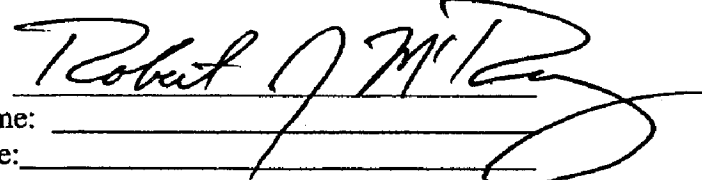
By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: _____
Title: _____

Address for Notices:
5050 Lincoln Drive
Edina, MN 55436-1097

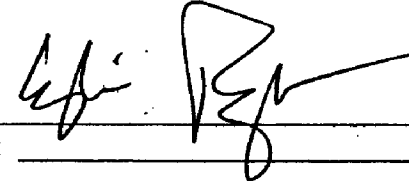
ALLIANT HOLDINGS LLC

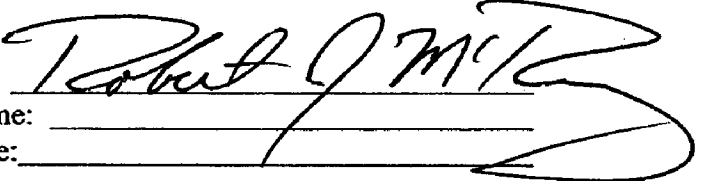
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Title: _____

By: 
Name: _____
Title: _____

Address for Notices:
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Edina, MN 55436-1097

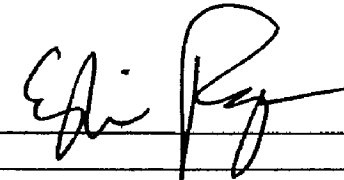
ALLIANT INTERNATIONAL HOLDINGS
INC.

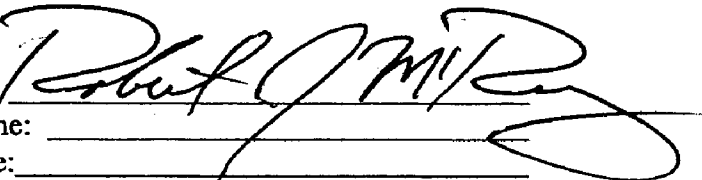
By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

Address for Notices:
Lake City Army Ammunition Plant
PO Box 1000
Independence, MO 64051-1000

ALLIANT LAKE CITY SMALL CALIBER
AMMUNITION COMPANY LLC

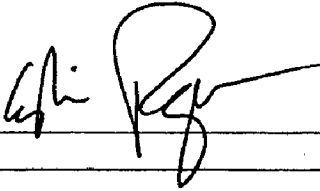
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Title: _____

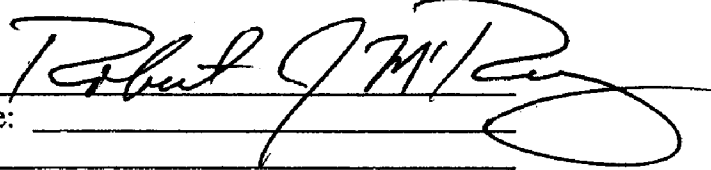
By: 
Name: _____
Title: _____

Address for Notices:

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

ALLIANT PROPULSION AND
COMPOSITES LLC

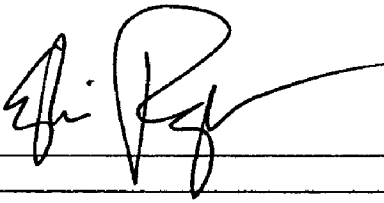
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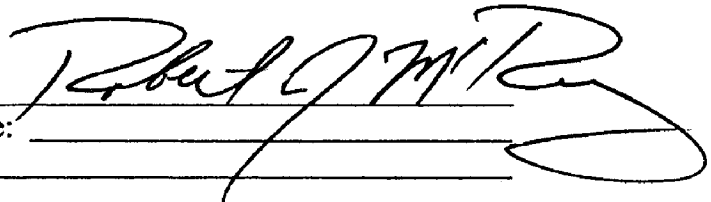
By: 
Name: _____
Title: _____

Address for Notices:

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

ALLIANT SOUTHERN COMPOSITES
COMPANY LLC

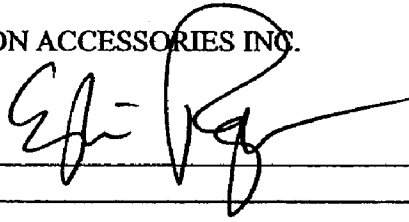
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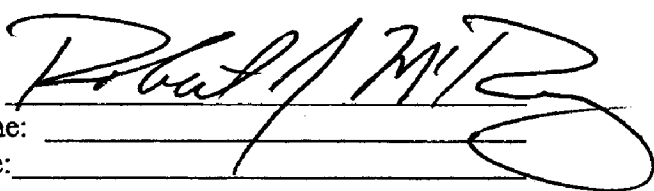
By: 
Name: _____
Title: _____

Address for Notices:

2299 Snake River Avenue
Lewiston, ID 83501


AMMUNITION ACCESSORIES INC.

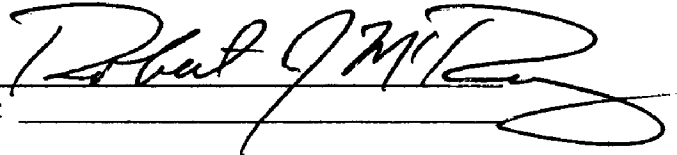
By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

Address for Notices:
One Utah Center
201 South Main Street
Suite 400
Salt Lake City, UT 84111


ATK AEROSPACE COMPANY INC.

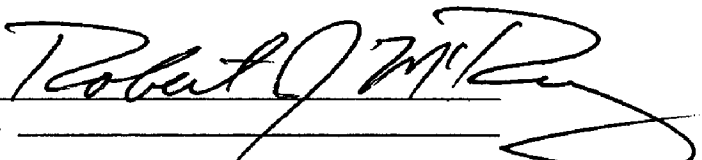
By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

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


ATK AMMUNITION AND RELATED
PRODUCTS LLC

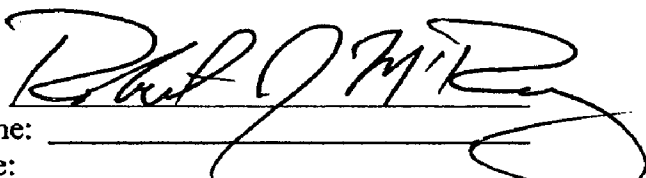
By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

Address for Notices:
5050 Lincoln Drive
Edina, MN 55436-1097

ATK COMMERCIAL AMMUNITION
COMPANY INC.

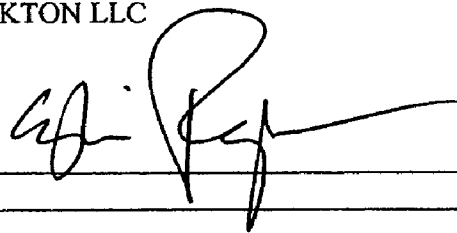
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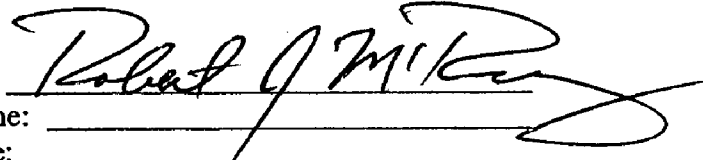
By: 
Name: _____
Title: _____

Address for Notices:

55 Thiokol Road
PO Box 241
Elkton, MD 21922

ATK ELKTON LLC

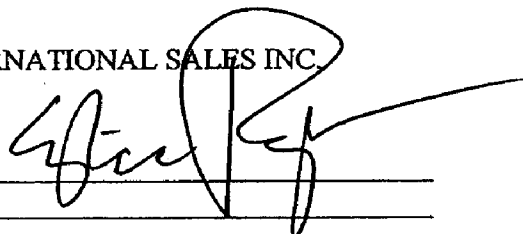
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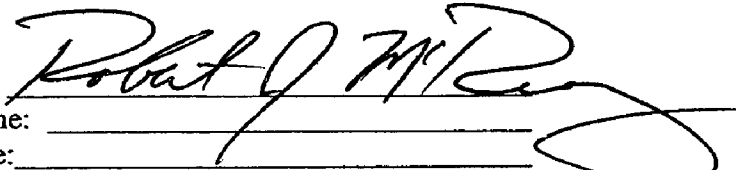
By: 
Name: _____
Title: _____

Address for Notices:

900 Ehlen Drive
Anoka, MN 55303-1778

ATK INTERNATIONAL SALES INC.

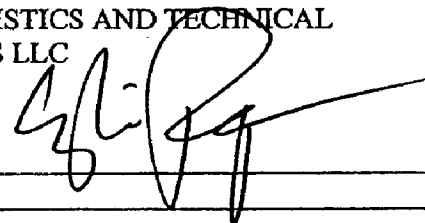
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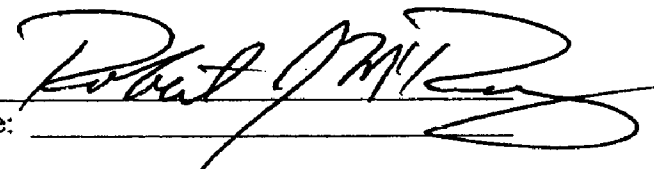
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Address for Notices:

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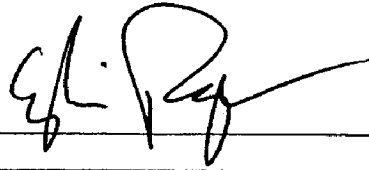
ATK LOGISTICS AND TECHNICAL
SERVICES LLC

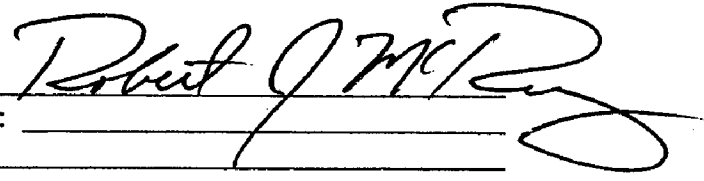
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By: 
Name: _____
Title: _____

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

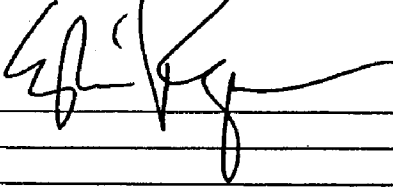
ATK MISSILE SYSTEMS COMPANY LLC

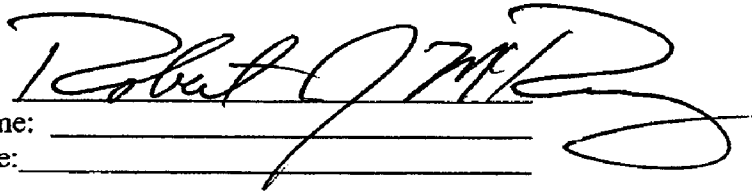
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Address for Notices:
4700 Nathan Lane
Plymouth, MN 55442-2890

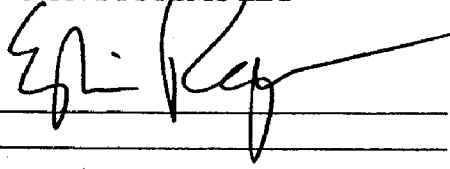
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LLC

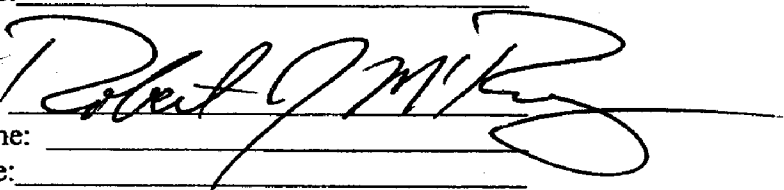
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Address for Notices:
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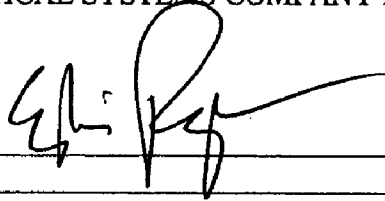
ATK PRECISION SYSTEMS LLC

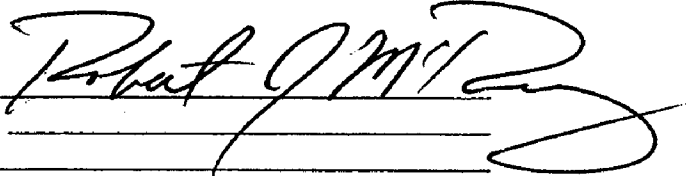
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Title: _____

Address for Notices:
Allegany Ballistic Laboratory
210 State Route 956
Rocket Center, WV 26726

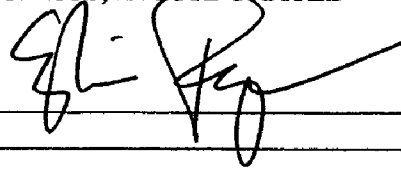
ATK TACTICAL SYSTEMS COMPANY LLC

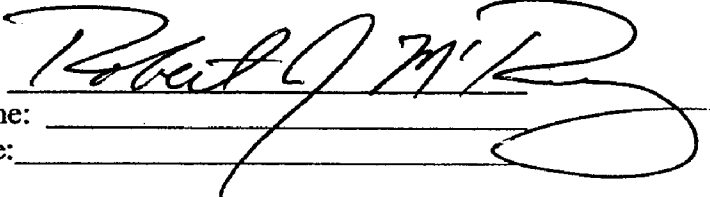
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By: 
Name: _____
Title: _____

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


COMPOSITE OPTICS, INCORPORATED

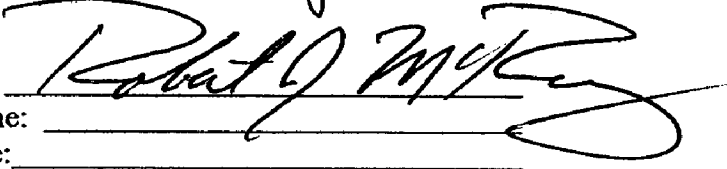
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Address for Notices:
900 Ehlen Drive
Anoka, MN 55303-1778

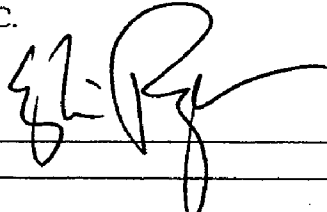
FEDERAL CARTRIDGE COMPANY

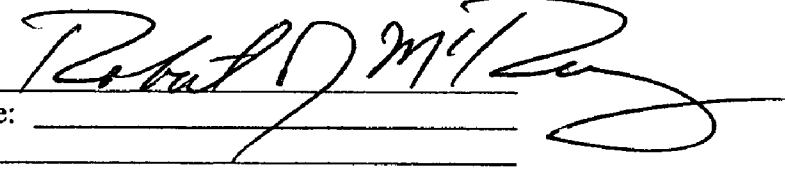
By: 
Name: _____
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By: 
Name: _____
Title: _____

Address for Notices:
77 Raynor Avenue
Ronkonkoma, NY 11779


GASL, INC.

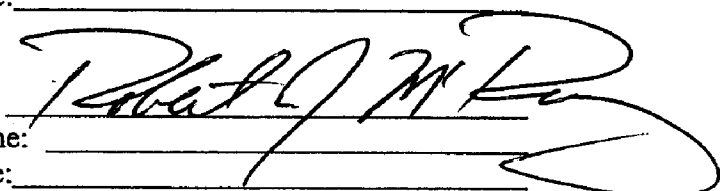
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Title: _____

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

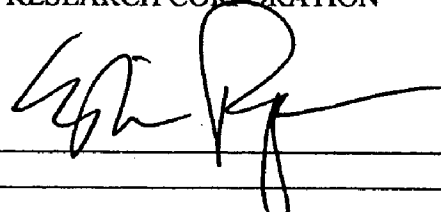
MICRO CRAFT INC.

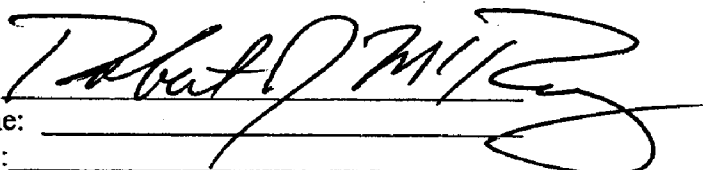
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Address for Notices:
735 State Street
P.O. Drawer 719
Santa Barbara, CA 93102-0719

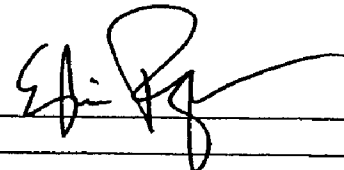
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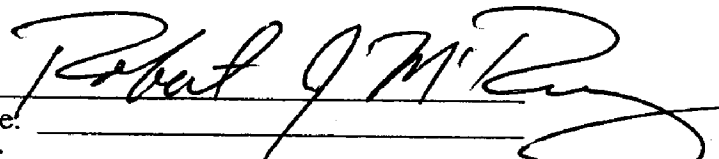
By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

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

NEW RIVER ENERGETICS, INC.

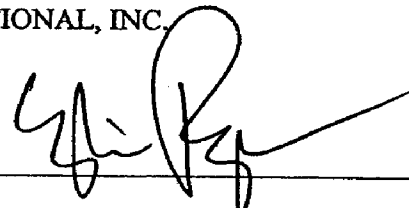
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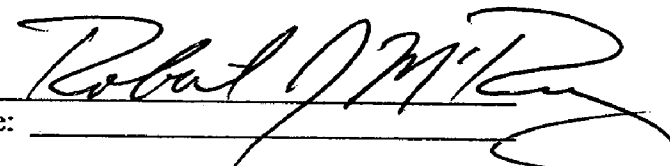
By: 
Name: _____
Title: _____

Address for Notices:

9160 North Highway 83
PO Box 707
Brigham City, UT 84302-0707

THIOKOL TECHNOLOGIES
INTERNATIONAL, INC.

By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

SCHEDULE A

PATENTS

Application Number	Filing Date	Owner	Co-Owner
10/645706	21-Aug-2003	Alliant Techsystems Inc.	

NYDOCS04/399273.1

RECORDED: 05/28/2004

PATENT
REEL: 015018 FRAME: 0134