# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Supplemental Intellectual Property Security Agreement No. 1

### **CONVEYING PARTY DATA**

Name	Execution Date
Alliant Techsystems Inc.	03/31/2004
Pressure Systems, Inc.	03/31/2004
Programmed Composites Inc.	03/31/2004
AEC - Able Engineering Company, Inc.	03/31/2004

### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.			
Street Address:	100 North Tryon Street			
City:	Charlotte			
State/Country:	NORTH CAROLINA			
Postal Code:	28255			

### PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	4599832
Patent Number:	4761084
Patent Number:	4834561
Patent Number:	4969301
Patent Number:	5024111
Patent Number:	5154027
Patent Number:	5267424
Patent Number:	5296044
Patent Number:	5298085
Patent Number:	5487791
Patent Number:	5496414
Patent Number:	5578139
	PATENT

**PATENT** 

**REEL: 015271 FRAME: 0023** 

500009681

Patent Number:	5909197
Patent Number:	5961738
Patent Number:	6177627
Patent Number:	6218605
Patent Number:	6423895
Patent Number:	5222277

### **CORRESPONDENCE DATA**

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455 Email: jlik@shearman

Email: jlik@shearman.com

Correspondent Name: Alexander M. Kim

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Alexander M. Kim

#### Total Attachments: 6

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# SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT NO. 1

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT NO. 1 (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 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. <u>Grant of Security</u>. 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 <u>Schedule A</u> 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 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;
- (d) 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
- (e) 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. <u>Security for Obligations</u>. 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. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable U.S. government officer record this IP Security Agreement.
- 4. <u>Execution in Counterparts</u>. 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. <u>Grants, Rights and Remedies</u>. 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. <u>Governing Law</u>. 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.

Name: Robert J. McReavy

Title: Vice President and Treasurer

Address for Notices:

5050 Lincoln Drive Edina, MN 55436-1097 ATTN: Eric S. Rangen

PRESSURE SYSTEMS, INC.

Name: Keith D. Ross

Title: Vice President and Secretary

Address for Notices:

5050 Lincoln Drive Edina, MN 55436-1097 ATTN: Eric S. Rangen

PROGRAMMED COMPOSITES INC.

Name: Keith D. Ross

Title: Vice President and Secretary

Address for Notices:

5050 Lincoln Drive Edina, MN 55436-1097 ATTN: Eric S. Rangen

AEC – ABLE ENGINEERING COMPANY, INC.

Name: Keith D. Ross

Title: Vice President and Secretary

Address for Notices:

5050 Lincoln Drive Edina, MN 55436-1097 ATTN: Eric S. Rangen

## SUPPLEMENT NO. 1 – SCHEDULE A

### **PATENTS**

### ISSUED PATENTS

Patent		Application			0
Number	Issue Date	Number	Filing Date	Title	Owner
4,599,832	07/15/1986	06/688,795	01/04/1985	Extendible Structures	AEC-Able Engineering Co., Inc
4,761,084	08/02/1988	07/068,564	06/30/1987	Bearing System With Redundant Race	AEC-Able Engineering Co., Inc
4,834,561	05/30/1989	07/195,943	05/19/1988	Bearing System With Redundant Race	AEC-Able Engineering Co., Inc
4,969,301	11/13/1990	07/365,947	06/14/1989		AEC-Able Engineering Co., Inc
5,024,111	06/18/1991	07/428,395	10/30/1989	Adjustment of Zero Spring Rate Suspensions	AEC-Able Engineering Co., Inc
5,154,027	10/13/1992	07/758,266	08/26/1991	Deployable/Retractable Mast Independently Rotatable When Deployed	AEC-Able Engineering Co., Inc
5,222,277	06/29/1993	07/860,788	03/31/1992	Intermittently and Reversibly Operable Hot Wax Energized Hinge	AEC-Able Engineering Co., Inc
5,267,424	12/07/1993	07/866,029	04/09/1992	Module For an Articulated Stowable and Deployable Mast	AEC-Able Engineering Co., Inc
5,296,044	03/22/1994	07/847,720	03/06/1992		AEC-Able Engineering Co., Inc
5,298,085	03/29/1994	07/857,542	03/24/1992	Support Blanket For Solar Cell Arrays	AEC-Able Engineering Co., Inc
5,487,791	01/30/1996	08/249,125	05/25/1994	Stowable and Self-Deployable Parallelogram-Type Panel Array	AEC-Able Engineering Co., Inc
5,496,414	03/05/1996	08/252,998	06/02/1994	Stowable and Deployable Concentrator For Solar Cells	AEC-Able Engineering Co., Inc
5,578,139	11/26/1996	08/368,774	01/03/1995	Stowable and Deployable Solar Energy Concentrator With Fresnel Lenses	AEC-Able Engineering Co., Inc
5,909,197	06/01/1999	08/832,982	04/04/1997	Deployable Helical Antenna Stowage in a Compact Retracted Configuration	AEC-Able Engineering Co., Inc
5,961,738	10/05/1999	08/903,123	07/30/1997	Solar Array For Satellite Vehicles	AEC-Able Engineering Co., Inc
6,177,627	01/23/2001	09/337,624	06/21/1999	Solar Cell Array With Multiple Rows of Cells and Collapsible Reflectors	AEC-Able Engineering Co., Inc
6,218,605	04/17/2001	08/841,526	04/23/1997	Performance Optimizing System For a Satellite Solar Array	AEC-Able Engineering Co., Inc
6,423,895	07/23/2002	09/805,308	03/12/2001	Solar Array For Satellite Vehicles	AEC-Able Engineering Co., Inc

# SUPPLEMENT NO. 1 - SCHEDULE B TRADEMARKS

None.

PATENT
RECORDED: 10/20/2004 REEL: 015271 FRAME: 0030