

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALLIANT TECHSYSTEMS INC.	07/05/2009
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET STREET
Internal Address:	5TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	12426001
Application Number:	12434826
Application Number:	12434839
Application Number:	12465407
Application Number:	12465835
Application Number:	12473383
Application Number:	12478019
Application Number:	12479251
Application Number:	12483613
Application Number:	12484960
Application Number:	12484985
CORRESPONDENCE DATA	
Fax Number:	(646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	

CH \$440.00 12426001

501006563

PATENT
REEL: 023470 FRAME: 0391

Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Zheng Bao
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/606
-------------------------	----------

NAME OF SUBMITTER:	ZHENG BAO
--------------------	-----------

Total Attachments: 5
source=1 - IP Security Agreement#page1.tif
source=1 - IP Security Agreement#page2.tif
source=1 - IP Security Agreement#page3.tif
source=1 - IP Security Agreement#page4.tif
source=1 - IP Security Agreement#page5.tif

19211944

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated July 5, 2009, is made by the Person listed on the signature page hereof (the "*Grantor*") 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 an Amended and Restated Credit Agreement dated as of March 29, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, 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, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated March 29, 2007 made by the Borrower, the Guarantors and any other Grantors from time to time party thereto (collectively, the "*Grantors*") in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated March 29, 2007 made by the Grantors in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the IP Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other U.S. governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 "*Additional 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 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) all 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 foregoing or arising from any of the foregoing.

2. Supplement to IP Security Agreement. Schedules A and B to the IP Security Agreement are, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable U.S. government officer to record this IP Security Agreement Supplement.

5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ALLIANT TECHSYSTEMS INC.

By: 
Name: Steven P. Wold
Title: VP & Treasurer

Address for Notices:

7480 Flying Cloud Drive

Minneapolis, MN 55344

Schedule A

Patents - Filing Date in Q1 FY10

Application Number	Filing Date	Owner
12/426001	17-Apr-2009	Alliant Techsystems Inc.
12/434826	04-May-2009	Alliant Techsystems Inc.
12/434839	04-May-2009	Alliant Techsystems Inc.
12/465407	13-May-2009	Alliant Techsystems Inc.
12/465835	14-May-2009	Alliant Techsystems Inc.
12/473383	28-May-2009	Alliant Techsystems Inc.
12/478019	04-Jun-2009	Alliant Techsystems Inc.
12/479251	05-Jun-2009	Alliant Techsystems Inc.
12/483613	12-Jun-2009	Alliant Techsystems Inc.
12/484960	18-Jun-2009	Alliant Techsystems Inc.
12/484985	15-Jun-2009	Alliant Techsystems Inc.

Trademarks - Q1 FY10

Trademark Name	Owner	Application Number	File Date
AMERICAN SELECT	Alliant Techsystems Inc.	77/688273	11-Mar-2009
CIRAS	Eagle Industries Unlimited Inc.	77/071679	27-Dec-06
GRAND SLAM	Alliant Techsystems Inc.	75/626517	21-Jan-1999
NITREX OPTICS (stylized and/or with design)	Alliant Techsystems Inc.	77/158851	17-Apr-2007
SHOCK WAVE	Alliant Techsystems Inc.	78/804535	01-Feb-2006
VOYAGER	Alliant Techsystems Inc.	77/353966	17-Dec-2007
VOYAGER SHOOTING SYSTEM	Alliant Techsystems Inc.	77/328315	13-Nov-2007