

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIANT TECHSYSTEMS INC.		01/02/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET STREET, 5TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85192006	TRU
Serial Number:	85191996	HST
Serial Number:	85148184	EMERALD X
Serial Number:	85163545	AR-COMP
Serial Number:	85148193	EMERALD X
Serial Number:	85188203	THUNDERSTICK
Serial Number:	85195197	LIBERTY

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.com
 Correspondent Name: Jordan Altman
 Address Line 1: 599 Lexington Avenue
 Address Line 2: Shearman & Sterling LLP

CH \$190.00 85192006

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

3232/606

NAME OF SUBMITTER:

JORDAN ALTMAN

Signature:

/JORDAN ALTMAN/

Date:

03/11/2011

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated January 2, 2011, 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 a Second Amended and Restated Credit Agreement dated as of October 7, 2010 (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 Second Amended and Restated Security Agreement dated October 7, 2010 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 October 7, 2010 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 copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications 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) 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

(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 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.

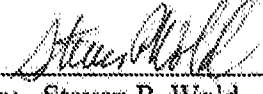
4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable U.S. government officer to record this IP Security Agreement Supplement.

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

Patents - Filing Date in Q3 FY11

Application Number	Filing Date	Owner
12/899326	06-Oct-2010	Alliant Techsystems Inc.
12/904830	14-Oct-2010	Alliant Techsystems Inc.
12/908768	20-Oct-2010	Alliant Techsystems Inc.
12/909935	22-Oct-2010	Alliant Techsystems Inc.
12/953111	23-Nov-2010	Alliant Techsystems Inc.
12/960298	03-Dec-2010	Alliant Techsystems Inc.
12/966854	13-Dec-2010	Alliant Techsystems Inc.
12/978080	23-Dec-2010	Alliant Techsystems Inc.

Trademarks - Q3 FY11

Trademark Name	Owner	Application Number	Filing Date
TRU	Alliant Techsystems Inc.	85/192006	07-Dec-2010
HST	Alliant Techsystems Inc.	85/191996	07-Dec-2010
EMERALD X	Alliant Techsystems Inc.	85/148184	08-Oct-2010
AR COMP	Alliant Techsystems Inc.	85/163545	28-Oct-2010
EMERALD X	Alliant Techsystems Inc.	85/148193	08-Oct-2010
THUNDERSTICK	Alliant Techsystems Inc.	85/188203	01-Dec-2010
LIBERTY	Alliant Techsystems Inc.	85/195197	10-Dec-2010

Copyrights - Q3 FY11

None.