## TRADEMARK 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	Formerly	Execution Date	Entity Type
ALLIANT TECHSYSTEMS INC.		12/20/2012	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: 2

Property Type	Number	Word Mark
Serial Number:	85755671	BLACKHAWK!
Serial Number:	85756844	RCBS

#### **CORRESPONDENCE DATA**

**Fax Number**: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: ZHENG BAO

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 3232/606

NAME OF SUBMITTER: ZHENG BAO

Signature: /ZHENG BAO/

900245690 REEL: 004953 FRAME: 0013

TRADEMARK

85755671

CH 565 00

Date:	01/30/2013
Total Attachments: 6 source=0 - IP Security Agreement Supp FY	713 Q3#page2.tif 713 Q3#page3.tif 713 Q3#page4.tif 713 Q3#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated December 30, 2012, 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. <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 "Additional 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 <u>Schedule B</u> 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 <u>Schedule C</u> 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. <u>Supplement to IP Security Agreement</u>. <u>Schedules A and B</u> to the IP Security Agreement are, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.
- 3. <u>Security for Obligations</u>. 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. <u>Recordation.</u> 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. <u>Grants. Rights and Remedies.</u> 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. <u>Governing Law</u>. 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.

Name: Thomas G. Sexton

Title: VP & Treasurer

Address for Notices:

7480 Flying Cloud Drive Minneapolis, MN 55344

# Schedule A

# Patents - Filing Date in Q3 FY13

AppNumber	FilDate	OwnerName
13/647846	09-Oct-2012	Alliant Techsystems Inc.
13/650955	12-Oct-2012	Federal Cartridge Company
13/651814	15-Oct-2012	Alliant Techsystems Inc.
13/655618	19-Oct-2012	Alliant Techsystems Inc./RadioRX
13/664195		Alliant Techsystems Inc.
13/672411	08-Nov-2012	Alliant Techsystems Inc.
13/681957	20-Nov-2012	Alliant Techsystems Inc.
13/683795	21-Nov-2012	Alliant Techsystems Inc.
13/690040	30-Nov-2012	Alliant Techsystems Inc.
13/691617	30-Nov-2012	Alliant Techsystems inc.
61736440	12-Dec-2012	Alliant Techsystems Inc.

# Schedule B

# Trademarks - Q3 FY13

TrademarkName	Owner	AppNumber	FilDate
BLACKHAWKI	Alliant Techsystems Inc.	85/755671	16-Oct-2012
RCBS	Alliant Techsystems Inc.	85/756844	17-Oct-2012

No New Filing 10/1/2012 - 12/30/2012