

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Amended and Restated Confirmatory Grant of Security Interest in United States Trademarks																														
CONVEYING PARTY DATA																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Ampac Holdings, LLC</td> <td></td> <td>09/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Ampac Holdings, LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE																							
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Ampac Holdings, LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE																												
RECEIVING PARTY DATA																															
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent																														
Street Address:	10 South Dearborn																														
City:	Chicago																														
State/Country:	ILLINOIS																														
Postal Code:	60603																														
Entity Type:	National Banking Association: UNITED STATES																														
PROPERTY NUMBERS Total: 9																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Serial Number:</td> <td>77903515</td> <td>FLEXIBOWL</td> </tr> <tr> <td>Serial Number:</td> <td>85104890</td> <td>INNOVATION IN ACTION</td> </tr> <tr> <td>Registration Number:</td> <td>3247510</td> <td>AMPAC</td> </tr> <tr> <td>Registration Number:</td> <td>2447085</td> <td>KEEPSAFE</td> </tr> <tr> <td>Registration Number:</td> <td>2550553</td> <td>COINSAFE</td> </tr> <tr> <td>Serial Number:</td> <td>77296515</td> <td>APEX 7000</td> </tr> <tr> <td>Serial Number:</td> <td>77296516</td> <td>APEX 9000</td> </tr> <tr> <td>Registration Number:</td> <td>2296096</td> <td>APEX 2000</td> </tr> <tr> <td>Registration Number:</td> <td>2677540</td> <td>APEX 3000</td> </tr> </table>	Property Type	Number	Word Mark	Serial Number:	77903515	FLEXIBOWL	Serial Number:	85104890	INNOVATION IN ACTION	Registration Number:	3247510	AMPAC	Registration Number:	2447085	KEEPSAFE	Registration Number:	2550553	COINSAFE	Serial Number:	77296515	APEX 7000	Serial Number:	77296516	APEX 9000	Registration Number:	2296096	APEX 2000	Registration Number:	2677540	APEX 3000	
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Registration Number:	2677540	APEX 3000																													
CORRESPONDENCE DATA																															
Fax Number: (214)981-3400 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 214-981-3483																															

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TRADEMARK
REEL: 004288 FRAME: 0796

Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35670
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	10/01/2010
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Total Attachments: 5

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EXECUTION COPY

**AMENDED AND RESTATED
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of September 30, 2010 by and from AMPAC HOLDINGS, LLC, a Delaware limited liability company (the "Grantor" and the "Borrower"), to and in favor of JPMORGAN CHASE BANK, N.A. ("Grantee") for itself and as Collateral Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Borrower, the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated September 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, certain Subsidiaries of the Borrower and Grantee have entered into an Amended and Restated Pledge and Security Agreement dated September 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor previously entered into the Confirmatory Grant of Security Interest in United States Trademarks dated as of July 3, 2006 (the "Existing Confirmatory Grant") and wishes to affirm its obligations under the terms of the Existing Confirmatory Grant and wishes to amend and restate the terms of the Existing Confirmatory Grant.

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

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Amended and Restated Confirmatory Grant of Security Interest
Ampac Holdings, LLC
JPMorgan Chase Bank, N.A.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

AMPAC HOLDINGS, LLC

By: 

Name:

Title:

Jen Hill
CEO

Amended and Restated Confirmatory Grant of Security Interest
Ampac Holdings, LLC
JPMorgan Chase Bank, N.A.

AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Exhibit A

TRADEMARK
REEL: 004288 FRAME: 0801

Trademark Name:	Status	Application No:	Filing Date:	Registration No:	Reg. Date:	Current Assignee
FLEXIBOWL	Published (Notice of Allowance Issued)	<u>77/903,515</u>	31-Dec-2009			Ampac Holdings, LLC
Innovation In Action	Pending	85104890	8/11/2010			Ampac Holdings, LLC
Ampac	Registered	78941969	8/1/2006	3247510	5/29/2007	Ampac Holdings, LLC
KEEPSAFE	Registered	75791257	9/2/1999	2447085	4/24/2001	Ampac Holdings, LLC
COINSAFE	Registered	75747492	7/7/1999	2550553	3/19/2002	Ampac Holdings, LLC
APEX 7000	Pending	<u>77/296,515</u>	04-Oct-2007			Ampac Holdings, LLC
APEX 9000	Pending	<u>77/296,516</u>	04-Oct-2007			Ampac Holdings, LLC
APEX 2000	Registered	<u>77/29,6516</u>	10-Dec-1998	2,296,096	30-Nov-1999	Ampac Holdings, LLC
APEX 3000	Registered	<u>76/381,141</u>	12-Mar-2002	2,677,540	21-Jan-2001	Ampac Holdings, LLC