

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/07/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackhawk Industries Product Group Unlimited LLC		09/07/2010	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Alliant Techsystems Inc.		
Street Address:	7480 Flying Cloud Drive		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2737060	BLACKHAWK	
Registration Number:	2983668	URBAN WARRIOR	
CORRESPONDENCE DATA			
Fax Number:	(612)604-6934		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	trademark@winthrop.com, kbrennan@winthrop.com		
Correspondent Name:	Stephen R. Baird		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	5423.1747		
NAME OF SUBMITTER:	Karen A. Brennan		

OP \$65.00 2737060

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TRADEMARK
REEL: 004306 FRAME: 0427

Signature:	/Karen A. Brennan/
Date:	10/28/2010
Total Attachments: 5 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif	

CROSS-ASSIGNED INTELLECTUAL PROPERTY AGREEMENT

WHEREAS, Blackhawk Industries, Inc., a Virginia corporation ("Blackhawk"), Scott V. Ferros, a resident of the Commonwealth of Virginia, Clifton L. Cook, a resident of the State of Idaho, Eric Yeates, a resident of the Commonwealth of Virginia, Charles Buis, a resident of the Commonwealth of Virginia and Michael M. Noell, a resident of the Commonwealth of Virginia (Blackhawk, Scott V. Ferros, Clifton L. Cook, Eric Yeates, Charles Buis and Michael M. Noell, each, a "Seller" and collectively, the "Sellers"), are in possession of certain intellectual property, including patents, patent applications and disclosures as described below and listed in Schedule 1 (the "Applications"), and

WHEREAS, Blackhawk Industries Product Group Unlimited LLC, a limited liability company organized and existing under the Laws of the State of Virginia, having its principal place of business at 6160 Commander Parkway, Norfolk, Virginia 23502-5518, U.S.A., hereinafter referred to as "Company" or "Assignee," is desirous of acquiring, from Sellers and Leasing, the entire right, title and interest in and to the inventions described in the Applications and in and to the Letters Patent that may be obtained therefore or thereupon, equivalent patent applications filed in other countries, and equivalent patents issued in other countries related to the subject matter of the Applications;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree that:

1. Unless otherwise defined, terms used herein shall have the meanings defined for them in a certain MEMBERSHIP PURCHASE AGREEMENT, dated March 9, 2010 between Sellers and Alliant Techsystems Inc.
2. The purpose of this agreement is to assign from Sellers to Company certain specified intellectual property assets identified in Schedule 1 hereto and also any unspecified intellectual property assets owned or held, directly or indirectly, by Sellers and which are used in the Products and or business of the Company and/or the Transaction Subsidiaries.
3. Sellers hereby assign and transfer to Assignee, Assignees successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements described in the Applications, and in and to any applications based on the Applications and any divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patents that may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications that have been or shall be filed in any foreign countries for Letters Patents on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries that may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters

Patent for the inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

4. Sellers hereby assign and transfer to Assignee, Assignees successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements, patents, copyrights, trademarks, service marks, mask works, designs, trade secrets, and any registrations or applications for any thereon (including without limitation, all moral rights, all rights to make, have made, sell, offer for sale, import, use, execute, reproduce, display, perform, distribute (internally or externally), and prepare derivative works and to authorize others to do any, some or all of the foregoing) owned or held, directly or indirectly, by Sellers and which are used in the Products and or business of the Company and/or the Transaction Subsidiaries.

AND, for no additional consideration, Sellers hereby agree to make, execute and deliver any and all other instruments and documents which may be necessary for the carrying out of this assignment in full, and will communicate to the Assignee, its successors and representatives all facts known to us relating to the Patents and the history thereof and will testify in all legal proceedings and generally do all things that may be necessary or desirable to effectually secure to and vest in the Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby assigned and conveyed, or intended so to be.

SIGNATURE PAGE FOLLOWS

ASSIGNORS:

BLACKHAWK INDUSTRIES, INC., a
Virginia Corporation

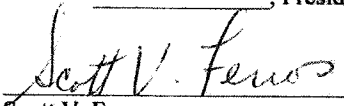
By: 

Michael M. Noell, President

BLACKHAWK LEASING LLC, a
Virginia limited liability company

By: 

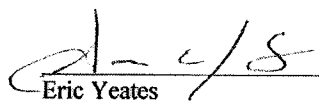
_____, President


Scott V. Ferros

(SEAL)


Clifton L. Cook

(SEAL)


Eric Yeates

(SEAL)

Charles Buis

(SEAL)


Michael M. Noell

(SEAL)

ASSIGNEE:

Blackhawk Industries Product Group
Unlimited LLC., a Virginia limited liability
company

By: 

(SEAL)

Name:

Title:

ASSIGNORS:

BLACKHAWK INDUSTRIES, INC., a
Virginia Corporation

By: _____

Michael M. Noell, President

BLACKHAWK! LEASING LLC, a
Virginia limited liability company

By: _____

_____, President

_____(SEAL)
Scott V. Ferros

_____(SEAL)
Clifton L. Cook

_____(SEAL)
Eric Yeates

_____(SEAL)
Charles Buis

_____(SEAL)
Michael M. Noell

ASSIGNEE:

Blackhawk Industries Product Group
Unlimited LLC., a Virginia limited liability
company

By: _____ (SEAL)

Name:

Title:

SCHEDULE 1

Title	Date Filed	Appln. Number	Date Issued	Patent No.
Pouch and Cheek Piece for Long Guns	01/09/1992	07/818,297	11/30/1993	5,265,365
Quick-Release Handgun Holster	11/25/1997	08/978,306	07/06/1999	5,918,784
Hydration Connector	01/03/2002	29/152,834	04/20/2004	D488,866
Hydration Pouch With Detachable Hose	02/26/2002	10/085,626	04/20/2004	6,722,533
Glove With Index Finger Stitching	04/08/2002	29/160,225	12/10/2002	D466,672
Gas Mask Pouch	02/11/2003	29/175,748	01/13/2004	D485,061
Butt Pack	02/11/2003	29/175,749	02/10/2004	D486,303
Plate Carrier Harness	04/01/2003	29/178,742	04/13/2004	D488,290
Cheek Pad	04/01/2003	29/178,728	05/25/2004	D490,494
Set of Components for a Load Bearing Harness	04/01/2003	29,178,729	02/01/2005	D501,592
Chest Harness	04/01/2003	29/178,741	04/20/2004	D488,614
Hydration Backpack	04/01/2003	29/178,739	06/07/2005	D505,773
Hydration Backpack	04/01/2003	29/178,740	06/07/2005	D505,774
Belt	10/02/2003	29/191,053	09/21/2004	D496,143
Blackhawk Logo Panel	12/02/2003	29/194,777	01/11/2005	D500,807
Disposable Pouch Hydration System	04/09/2004	10/821,574	12/25/2007	7,311,231