

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliant Techsystems, Inc.		11/01/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barnes Bullets, Inc.		
<b>Street Address:</b>	750 North 2600 West		
<b>City:</b>	Lindon		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84042		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3320532	EXPANDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3367338473		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(336) 721-3747		
<b>Email:</b>	trademarkswinston@wcsr.com		
<b>Correspondent Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	Womble Carlyle Sandridge & Rice, LLP		
<b>Address Line 2:</b>	One West Fourth Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>ATTORNEY DOCKET NUMBER:</b>	27584.0782.1		
<b>NAME OF SUBMITTER:</b>	Randel S. Springer		
<b>Signature:</b>	/Randy Springer/		

CH \$40.00 3320532

Date:

04/18/2012

Total Attachments: 4

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## **TRADEMARK ASSIGNMENT AND LICENSING AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AND LICENSING AGREEMENT** ("Agreement") is entered into on November 1, 2008 (the "Effective Date") between Alliant Techsystems Inc., a Delaware corporation, having its principal place of business at 7480 Flying Cloud Drive, Minneapolis, Minnesota 55344 and its subsidiaries at any level ("Alliant") and Barnes Bullets, Inc., a Utah corporation, having its principal place of business at 750 North 2600 West, Linton, UT 84042 ("Barnes"), collectively the "Parties".

**WHEREAS**, Alliant owns United States Trademark Registration No. 3,320,532 for the trademark EXPANDER for use in connection with ammunition in International Class 13 ("Mark");

**WHEREAS**, Barnes claims ownership of common law trademark rights for the trademark EXPANDER for bullets;

**WHEREAS**, Alliant desires to transfer and assign to Barnes any and all rights, title, and interest in and to the Mark, including any and all common law rights in the Mark, together with any and all goodwill of the business associated with the Mark, and Barnes desires to acquire all rights, title, and interest in and to the Mark, including any and all common law rights in the Mark, together with the goodwill of the business associated with the Mark;

**WHEREAS**, Alliant desires a license from Barnes to use the Mark in connection with marketing, advertisement and sale of ammunition incorporating Barnes Expander bullets in accordance with the terms of this Agreement; and

**WHEREAS**, Barnes is willing to grant Alliant such a license, but only under the terms and conditions set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE I. ASSIGNMENT**

1.01 Alliant, intending to be legally bound, hereby transfers and assigns to Barnes all of Alliant's rights, title, and interest in and to the Mark, including any and all of Alliant's common law rights in the Mark, together with any and all goodwill of the business associated with the Mark.

1.02 This Assignment includes all of Alliant's trademark rights, as well as the right to sue for past infringement by any third party.

1.03 Barnes agrees to keep the Mark and registration thereof in full force and effect during the term of this Agreement.

## **ARTICLE II. ATK LICENSED USE OF THE MARK**

2.01 Subject to the terms and conditions set forth herein, for the term of this Agreement Barnes hereby grants to Alliant a limited, royalty free, non-exclusive, nontransferable right to use the licensed mark and associated goodwill on or in product, packaging, advertisements, marketing materials and otherwise for marketing, advertisement and sale of ammunition that incorporates bullets supplied by or on behalf of Barnes.

## **ARTICLE III. TERM OF AGREEMENT**

3.01 The initial term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in effect until December 31, 2018 (the "Initial Term"). The term of this Agreement will automatically extend for an unlimited number of successive 10 year periods unless Licensee gives Barnes written notification of termination of this Agreement . If at any time before the end of the term the Licensee ceases to use the Mark for a period of one (1) year or more, this Agreement shall automatically terminate.

3.02 This Agreement may be terminated by either party in the event of material breach of this Agreement by the other party which breach remains uncured for more than ninety (90) days after written notice, pursuant to Section 7.06 hereof, of such breach to the breaching party.

## **ARTICLE IV. LIMITATIONS ON TRADEMARK LICENSE**

4.01 ATK agrees that nothing in this Agreement shall give ATK any right, title, or interest in the Mark other than the rights expressly granted hereunder. Nothing herein shall be construed as granting ATK the right to sublicense, transfer, assign or authorize others to use the Mark.

4.02 ATK will not enter into any agreement allowing another to perform any act that ATK is prohibited from undertaking under the terms of this Agreement.

4.03 ATK agrees to use commercially reasonable efforts to safeguard and maintain the reputation and prestige of the Mark and to use commercially reasonable efforts to prevent the Mark from negatively impacting Barnes' reputation associated with the Mark.

## **ARTICLE V. TRADEMARK NOTICES**

5.01 ATK shall comply with all reasonable trademark, trade name, and service mark notice markings required by Barnes. ATK shall use reasonable efforts to cause the designation "®" to be placed immediately after the first or most obvious use of the Mark on each and every package and in all forms of advertising and promotion. At a minimum, ATK shall include the following statement in a prominent location on packaging or in promotional or marketing materials and the home page of a website:

**"EXPANDER®"** is a registered trademark of Barnes Bullets, Inc.

This statement shall be in a font size and style similar to ATK's other notices of trademarks.

## **ARTICLE VI. QUALITY CONTROL AND REQUIREMENTS**

6.01 All Goods bearing or otherwise using the Mark shall be of a quality at least equal to or exceeding the standards of quality with which ATK's goods are currently offered under its marks. ATK agrees that the nature and quality of the Goods bearing the Mark and all related packaging, advertising and promotional materials shall conform to the quality control standards existing today for ATK's Goods and promotional materials.

## **ARTICLE VII. MISCELLANEOUS**

7.01 Alliant and its agents, officers, directors, employees, successors, assigns, and affiliates make no representation or warranty of any kind, express or implied, and expressly disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and noninfringement.

7.02 This Agreement contains the complete agreement between the parties and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way and which hereafter shall be considered null and void. This Agreement may not be amended except by a written instrument signed by the authorized representatives of the parties hereto.

7.03 This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

7.04 Any controversy or claim arising out of or relating to this Agreement, or breach thereof, which cannot first be settled amicably and satisfactorily between Barnes and ATK, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. The Appointing Authority shall be the president of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Under no circumstances will the Arbitrators(s) be authorized to, nor shall they award punitive damages or multiple damages against either party. The Arbitrators shall have the authority but not the obligation to award the costs of the arbitration and reasonable attorney's fees to the prevailing party; however, if the Arbitrators do not award such costs and fees, each party will be responsible for its costs incurred in arbitration except that the costs and fees imposed by the Arbitrators for their expenses shall be borne equally by the parties.

7.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws. Arbitration will occur in Utah unless another location is agreed to by the parties.

7.06 All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three business days after being mailed by registered or certified mail, return receipt requested, postage prepaid, or when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to

Alliant and Barnes will, unless another address is specified in writing, be sent to the address indicated below:

Notices to Alliant: Alliant Techsystems Inc.  
7480 Flying Cloud Drive  
Eden Prairie, MN 55436  
Attention: Bruce Anderson

And


Alliant Techsystems Inc.  
900 Bob Ehlen Drive  
Anoka, MN 55303-1778 Attention:  
Attention: Deborah Moeschl

Notices to Barnes: Barnes Bullets, Inc.  
750 North 2600 West  
Lindon, UT 84042  
Attention: Chandler Bates III

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.

ALLIANT TECHSYSTEMS INC.

Dated: Dec. 3, 2008

By: 

Its: President

BARNES BULLETS, INC.

Dated: November 25, 2008

By: 

Its: Dir. of Business Development