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.		06/30/2013	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: 6

Property Type	Number	Word Mark
Serial Number:	85910843	
Serial Number:	85910837	
Serial Number:	85910822	
Serial Number:	85972125	GUN-FLUSH
Serial Number:	85942008	OMEGA ELITE
Serial Number:	85913612	TECGRIP

CH $165.00 85910843

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: BENJAMIN PETERSEN
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:	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated June 30, 2013, 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: Thomas G. Sexton
Title: VP & Treasurer

Address for Notices:

7480 Flying Cloud Drive
Minneapolis, MN 55344

Schedule A

Patents - Filing Date in Q1 FY14

Application Number	Filing Date	Owner Name
13/793816	11-Mar-2013	Alliant Techsystems Inc.
13/799519	13-Mar-2013	Alliant Techsystems Inc.
13/804148	14-Mar-2013	Alliant Techsystems Inc.
13/839637	15-Mar-2013	Alliant Techsystems Inc.
13/840672	15-Mar-2013	Alliant Techsystems Inc.
13/854632	01-Apr-2013	Alliant Techsystems Inc.
13/886030	02-May-2013	Alliant Techsystems Inc.
13/896621	17-May-2013	Alliant Techsystems Inc.
13/911710	06-Jun-2013	Alliant Techsystems Inc.
61/791807	15-Mar-2013	Alliant Techsystems Inc.
61/792030	15-Mar-2013	Alliant Techsystems Inc.
61/792419	15-Mar-2013	Alliant Techsystems Inc.
61/794135	15-Mar-2013	Alliant Techsystems Inc.
61/800406	15-Mar-2013	Alliant Techsystems Inc.
61/800495	15-Mar-2013	Alliant Techsystems Inc.
61/801812	15-Mar-2013	Alliant Techsystems Inc.
61/801887	15-Mar-2013	Alliant Techsystems Inc.
61/802264	15-Mar-2013	Alliant Techsystems Inc.
61/802362	15-Mar-2013	Alliant Techsystems Inc.
61/814877	23-Apr-2013	Alliant Techsystems Inc.
61/818877	02-May-2013	Alliant Techsystems Inc.
61/852480	15-Mar-2013	Alliant Techsystems Inc.

Additional cases from March 2013 are included as ATK did not have the filing information as of the last report date.

New Trademark Filings

Schedule B

Trademarks - Q1 FY14

Trademark Name	Owner	AppNumber	FilDate
! and Design	Alliant Techsystems Inc.	85/910843	22-Apr-2013
! and Design	Alliant Techsystems Inc.	85/910837	22-Apr-2013
! and Design	Alliant Techsystems Inc.	85/910822	22-Apr-2013
GUN-FLUSH	Alliant Techsystems Inc.	85/9722125	27-Jun-2013
OMEGA ELITE	Alliant Techsystems Inc.	85/942008	24-May-2013
TECGRIP	Alliant Techsystems Inc.	85/913612	24-Apr-2013

Schedule C

Copyrights - Q1 FY14

Copyright Name	RegNumber	RegDate
	No New Filing 4/1/2013 - 6/30/2013	