

PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name: DRS SENSORS & TARGETING SYSTEMS, INC.

Execution Date: 09/28/2001

RECEIVING PARTY DATA

Name: FIRST UNION NATIONAL BANK

Street Address: 201 South College Street

Internal Address: Charlotte Plaza, CP-23

City: Charlotte

State: NORTH CAROLINA

Country:

Postal Code: 28288

PROPERTY NUMBERS

Patent Number: 4568960

Patent Number: 4586074

Patent Number: 4962304

Patent Number: 5627112

Patent Number: 6252229

Patent Number: 5714760

Patent Number: 6236508

Patent Number: 4586068

Patent Number: 4900367

Patent Number: 4956555

Patent Number: 5157258

Patent Number: 5198671

Patent Number: 5319521

Patent Number: 5585624

Patent Number: 5610389

Patent Number: 5600140

Patent Number: 6444984

Patent Number: 6433333

Application Number: 10346213

Number of Properties: 19

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** 704-331-7598

CORRESPONDENCE DATA:

Correspondence will be sent via US Mail when a fax number has not been provided or the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 021878

NAME OF PERSON SIGNING: /g gill/

DATE SIGNED: 03/07/2003

Total Attachments: 7

source="PatSecAgree.p1.tif"
source="PatSecAgree.p2.tif"
source="PatSecAgree.p3.tif"
source="PatSecAgree.p4.tif"
source="PatSecAgree.p5.tif"
source="PatSecAgree.p6.tif"
source="PatSecAgree.p7.tif"

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of this 28th day of September, 2001 by DRS SENSORS & TARGETING SYSTEMS, INC., a corporation organized under the laws of Delaware (the "Grantor"), in favor of FIRST UNION NATIONAL BANK, as Collateral Agent (the "Collateral Agent") under the Credit Agreement (as defined below).

STATEMENT OF PURPOSE

WHEREAS, the Grantor owns the Patents and the Patent applications listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Collateral Agreement dated September 28th, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantor and the Collateral Agent, the Grantor has granted to the Collateral Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Patent Collateral (as hereinafter defined) to secure the payment of all Obligations owing by DRS Technologies, Inc., as Borrower (the "Borrower") under the Credit Agreement, dated September 28th, 2001, by and among the Borrower, the Lenders party thereto and the Collateral Agent, and the other Loan Documents. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Grant of Security Interest.** Grantor does hereby grant to the Collateral Agent a continuing security interest in all of Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now existing or hereafter created or acquired, in order to secure the Obligations referred to herein:

(a) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;

(b) all Patent licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1(a) (together, the "Patent Licenses"), including each Patent license referred to in Schedule 1 annexed hereto;

(c) the right to sue third parties for past, present or future infringements of any Patent Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(d) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by Grantor against third

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parties for past, present or future (i) infringement of any Patent, including, without limitation, the Patents referred to in Schedule 1 annexed hereto, the Patents issued with respect to the Patent applications referred to in Schedule 1 and the patents licensed under any Patent License, or (ii) breach or enforcement of any Patent License.

2. **Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. **Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, the Grantor will not, without the Collateral Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Patent Collateral or the benefits of this Agreement to the Collateral Agent, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Collateral Agent under this Agreement.

4. **New Patents.** The Grantor represents and warrants to the Collateral Agent that the Patents listed on Schedule 1 annexed hereto and the license agreements listed on Schedule 1 annexed hereto constitute all of the Patents now owned by or licensed to the Grantor which have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new patents or patent applications used in the United States or in any foreign country or (ii) become entitled to the benefit of any patent application, patent or patent registration used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Collateral Agent prompt written notice thereof. The Grantor hereby authorizes the Collateral Agent to modify this Agreement upon such written notice by amending Schedule 1 annexed hereto to include any future patents, patent applications and license agreements which are Patents, as applicable, under Section 1 above or under this Section 4.

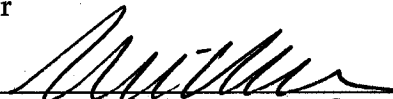
5. **Lenders Not Liable.** Neither the Collateral Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Patent Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Patent Collateral.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto, all as of the date first set forth above.

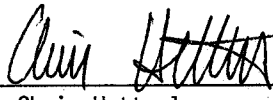
DRS SENSORS & TARGETING SYSTEMS, INC.,
as Grantor

By: 
Name: Nina Laserson Dunn
Title: Director

[Signature Pages Continue]

Agreed and Accepted as of the
28 day of September, 2001.

FIRST UNION NATIONAL BANK,
as Collateral Agent

By: 
Name: Chris Hetterly
Title: Director

[Acknowledgment Follows]

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF District of Columbia

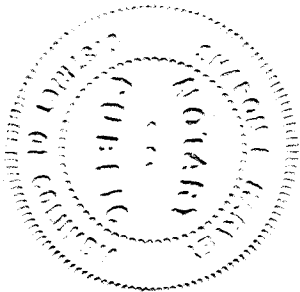
I, Sharon E. Hawey, a Notary Public for said County and State, do hereby
certify that Nina Laserson Duna personally appeared before me this day and stated that
(s)he is Director of, DRS SENSORS & TARGETING SYSTEMS, INC.

Witness my hand and official seal, this 28th day of September, 2001.

Sharon E. Hawey
Notary Public

My commission expires:

My commission expires November 14, 2005



Schedule 1
to Patent
Security Agreement

Patents

<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
Blocked Impurity Band Detectors	4,568,960	02/04/1986
Impurity Band Conduction Semiconductor Devices	4,586,074	04/29/1986
Intrinsic Impurity Band Conduction Detectors	4,962,304	10/09/1990
Method of Making Suspended Microstructures	5,627,112	05/06/1997
Sealed-Cavity Microstructure and Microbolometer and Associated Fabrication Methods	6,252,229	06/26/2001
Imbalanced Layered Composite Focal Plane Array Structure	5,714,760	02/03/1998
Multicolor Detector and Focal Plane Array Using Diffractive Lenses	6,236,508	05/22/2001
Solid-State Photomultiplier	4,586,068	04/29/1986
Method of Making a Reticulated Temperature Sensitive Imaging Device	4,900,367	02/13/1990
Multicolor Focal Plane Arrays	4,956,555	09/11/1990
Multicolor Infrared Focal Plane Arrays	5,157,258	10/20/1992
Apparatus for Large Area Infrared Focal Plane	5,198,671	03/30/1993

Ceramic Frames and Capsules for Z-Axis Modules	5,319,521	06/07/1994
Apparatus and Method for Mounting and Stabilizing a Hybrid Focal Plane Array	5,585,624	12/17/1996
Stabilized Hybrid Focal Plane Array Structure	5,610,389	03/11/1997
Imbalanced Composite Focal Plane Array	5,600,140	02/04/1997
Solid Cryogenic Optical Filter	6,444,984	09/03/2002
Infrared Sensor Temperature Compensated Response and Offset Correction	6,433,333	08/13/2002

Patent Applications

Pixel Structure and An Associated Method of Fabricating the Same	10/346,213	01/17/2003
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