

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
DRS EW & Network Systems, Inc.	01/31/2006

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6529081
Patent Number:	5410281
Patent Number:	4881162
Patent Number:	4801923
Patent Number:	4841258
Patent Number:	4847517
Patent Number:	4868533
Patent Number:	4868532

CORRESPONDENCE DATA

Fax Number: (704)353-3871

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704.331.7400

Email: docket@kennedycovington.com

Correspondent Name: Karl S. Sawyer, Jr.

Address Line 1: 214 North Tryon Street

PATENT

500084366

REEL: 017286 FRAME: 0491

OP \$320.00 6529081

Address Line 2:	Hearst Tower, 47th Floor
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.152
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NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
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Total Attachments: 6 source=DRS EW#page1.tif source=DRS EW#page2.tif source=DRS EW#page3.tif source=DRS EW#page4.tif source=DRS EW#page5.tif source=DRS EW#page6.tif
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PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of January 31, 2006 by and between DRS EW & Network Systems, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 485 Cayuga Road, Buffalo, NY 14225 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Third Amended and Restated Credit Agreement, dated as of January 31, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between DRS Technologies, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of September 28, 2001 (as previously amended, restated, supplemented or otherwise modified by the Existing Joinder Agreements and the Joinder Agreement dated as of November 4, 2003 and as may be further amended, restated, supplemented or otherwise modified from time to time, and as reaffirmed by the Reaffirmation and Master Amendment dated November 26, 2002, as further reaffirmed by the Reaffirmation Agreement dated April 1, 2003 and as further reaffirmed by the Reaffirmation and Amendment Agreement dated January 31, 2006, the "Collateral Agreement") by and among DRS Technologies, Inc., certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application of the Grantor, including, without limitation, each Patent and Patent application described on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Patent or Patent application, including, without limitation, any Patent or Patent application listed on Schedule A or under any Patent License, including, without limitation, any Patent License described on Schedule B, or (b) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing..

The rights and remedies of the Administrative 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, all terms and provisions of which are incorporated herein by reference. 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

DRS EW & NETWORK SYSTEMS, INC.,
as Grantor

By: _____

Name: Richard A. Schneider

Title: Treasurer

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Shannon Marie Flynn a Notary Public for said County and State, do hereby certify that Richard A. Schneider personally appeared before me this day and stated that he is Treasurer of DRS EW & NETWORK SYSTEMS, INC. and acknowledged, on behalf of DRS EW & NETWORK SYSTEMS, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this 31 day of January, 2006.

Shannon Marie Flynn
Notary Public


My commission expires:

July 28, 2007

SHANNON MARIE FLYNN
NOTARY PUBLIC, State of New York
No. 01FL6096193
Qualified in New York County
Commission Expires July 28, 2007

Agreed and Accepted as of the
31st day of January, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: William F. Fox
Title: Director

Schedule A to Patent Security Agreement

PATENT AND PATENT APPLICATIONS

Owner	Title	Patent No, (App. No.)	Issue Date (Filing Date)	Status/ Comments
DRS EW & Network Systems, Inc. ¹ (1)	Method of operating a solid state power amplifying device	6,529,081	3/4/2003	Issued
DRS EW & Network Systems, Inc. (1) and (2)	Microwave high power combiner/divider	5,410,281	4/25/1995	Issued
DRS EW & Network Systems, Inc. (1) and (2)	Frequency control system	4,881,162	11/14/1989	Issued
DRS EW & Network Systems, Inc. (1) and (2)	Method and apparatus for digital facsim output conversion	4,801,923	1/31/1989	Issued
DRS EW & Network Systems, Inc. (1) and (2)	Method for packaging a microwave tube modulator	4,841,258	6/20/1989	Issued
DRS EW & Network Systems, Inc. (1) and (2)	Microwave tube modulator	4,847,517	7/11/1989	Issued
DRS EW & Network Systems, Inc.(2)	Transformer with a one-piece primary winding and housing	4,868,533	9/19/1989	Issued
DRS EW & Network Systems, Inc. (1) and (2)	Transformer with a two-piece primary winding and housing	4,868,532	9/19/1989	Issued

(1) Unreleased security interest granted to Canadian Imperial Bank of Commerce on 3/4/2002 by Sierratech, Inc. recorded at Reel/Frame 012698/0577.*
 (2) Unreleased security interest granted to Manufacturers and Traders Trust Company on 9/5/1995 by Sierra Technologies, Inc. recorded at Reel/Frame 006493/0023.*

*Lien is in the process of being terminated.

¹ Recorded under prior name, SierraTech, Inc. Record to be updated.

Schedule B to Patent Security Agreement

PATENT LICENSES

None

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