

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DRS Technologies, Inc.		01/31/2006	CORPORATION: DELAWARE

**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
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2850981	BMAC
Registration Number:	2249985	DATAOPTIC
Registration Number:	2303120	
Registration Number:	2300159	DRS
Registration Number:	2336970	DRS
Registration Number:	2276203	DRS
Registration Number:	2347941	DRS
Registration Number:	2265161	DRS TECHNOLOGIES
Registration Number:	2312752	DRS TECHNOLOGIES
Registration Number:	2253839	DRS TECHNOLOGIES
Registration Number:	2336963	DRS TECHNOLOGIES
Serial Number:	78347857	MASTIR
Registration Number:	2410026	NIGHTSTAR

OP \$515.00 2850981

Registration Number:	2411281	PTI
Registration Number:	3015296	TOMORROW'S TECHNOLOGY. TODAY.
Serial Number:	78452846	TOMORROW'S TECHNOLOGY. TODAY.
Registration Number:	2995088	TOMORROW'S TECHNOLOGY. TODAY.
Registration Number:	2995087	TOMORROW'S TECHNOLOGY. TODAY.
Registration Number:	2995086	TOMORROW'S TECHNOLOGY. TODAY.
Registration Number:	2512273	TWO EARS - FOUR VOICES

**CORRESPONDENCE DATA**

Fax Number: (704)353-3698  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7043315792  
Email: dmillard@kennedycovington.com  
Correspondent Name: Karl S. Sawyer, Jr.  
Address Line 1: 214 North Tryon Street  
Address Line 2: Hearst Tower, 47th Floor  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.152 WACHOVIA SYNDIC
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	03/09/2006

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 31, 2006 by and between DRS Technologies, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 5 Sylvan Way, Parsippany, NJ 07054 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> 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 Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

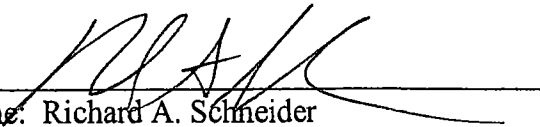
(iv) all products and proceeds of the foregoing.

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 TECHNOLOGIES, INC.,  
as Grantor

By:   
Name: Richard A. Schneider  
Title: Executive Vice President and Chief  
Financial Officer

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Melissa Eden Wengroff, 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 Executive Vice President and Chief Financial Officer of DRS TECHNOLOGIES, INC. and acknowledged, on behalf of DRS TECHNOLOGIES, INC., the due execution of the foregoing instrument.

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

Melissa Eden Wengroff  
Notary Public


My commission expires:

Aug. 29, 2009

MELISSA EDEN WENGRUFF  
NOTARY PUBLIC, State of New York  
No. 01WE6132869  
Qualified in New York County  
Commission Expires Aug. 29, 2009

Agreed and Accepted as of the  
31<sup>st</sup> day of January, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: William F. Fox  
Title: Director

[Trademark Security Agreement]

TRADEMARK  
REEL: 003263 FRAME: 0538

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner	Trademark	Reg. No. (App. No.)	Filing Date	Comments
DRS Technologies, Inc.	EMAC	2,850,981	06/24/2003	Registered
DRS Technologies, Inc.	DATAOPTIC	2,249,985	08/14/1996	Registered
DRS Technologies, Inc.	Design Only (Swirl)	2,303,120	08/14/1996	Registered
DRS Technologies, Inc.	DRS	2,300,159	10/01/1996	Registered
DRS Technologies, Inc.	DRS	2,336,970	10/01/1996	Registered
DRS Technologies, Inc.	DRS & Design	2,276,203	08/14/1996	Registered
DRS Technologies, Inc.	DRS & Design	2,347,941	08/14/1996	Registered
DRS Technologies, Inc.	DRS TECHNOLOGIES	2,265,161	08/14/1996	Registered
DRS Technologies, Inc.	DRS TECHNOLOGIES	2,312,752	08/14/1996	Registered
DRS Technologies, Inc.	DRS TECHNOLOGIES & Design	2,253,839	08/14/1996	Registered
DRS Technologies, Inc.	DRS TECHNOLOGIES & Design	2,336,963	08/14/1996	Registered
DRS Technologies, Inc.	MASTR	78/347,857	01/05/2004	Pending
DRS Technologies, Inc.	NIGHTSTAR	2,410,026	03/29/1999	Registered
DRS Technologies, Inc.	PTI and Design	2,411,281	12/5/2000	Registered
DRS Technologies, Inc.	TOMORROW'S TECHNOLOGY. TODAY.	3,015,296	07/19/2004	Registered
DRS Technologies, Inc.	TOMORROW'S TECHNOLOGY. TODAY.	78/452,846	07/19/2004	Pending
DRS Technologies, Inc.	TOMORROW'S TECHNOLOGY. TODAY.	2,995,088	07/19/2004	Registered
DRS Technologies, Inc.	TOMORROW'S TECHNOLOGY. TODAY.	2,995,087	07/19/2004	Registered
DRS Technologies, Inc.	TOMORROW'S TECHNOLOGY. TODAY.	2,995,086	07/19/2004	Registered
DRS Technologies, Inc.	TWO EARS - FOUR VOICES	2,512,273	09/06/2000	Pending



Schedule B to Trademark Security Agreement

**TRADEMARK LICENSES**

None

Trademark Agreement