

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 Data & Imaging Systems, 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: 5

Property Type	Number	Word Mark
Registration Number:	2931943	LIGHTNING
Serial Number:	78308426	LIGHTNING
Serial Number:	78308437	LIGHTNING L/16
Serial Number:	78308432	LIGHTNING RDT
Serial Number:	78308434	LIGHTNING RDT PLUS

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

OP \$140.00 2931943

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 source=Assign9#page1.tif source=Assign9#page2.tif source=Assign9#page3.tif source=Assign9#page4.tif source=Assign9#page5.tif source=Assign9#page6.tif source=Assign9#page7.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 31, 2006 by and between DRS Data & Imaging Systems, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 138 Bauer Drive, Oakland, NJ 07436 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 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

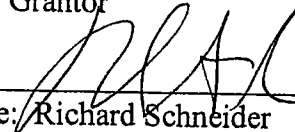
(iv) all products and proceeds of the foregoing.

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 DATA & IMAGING SYSTEMS, INC.,
as Grantor

By: 
Name: Richard Schneider
Title: Secretary and 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 Secretary and Treasurer of DRS DATA & IMAGING SYSTEMS, INC. and acknowledged, on behalf of DRS DATA & IMAGING 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

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

My commission expires:

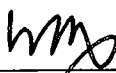
July 28, 2007

TRADEMARK

REEL: 003263 FRAME: 0683

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 Trademark Security Agreement

TRADEMARKS

Owner	Trademark	Reg. No. (App. No.)	Filing Date	Comments
DRS Data & Imaging Systems, Inc.	LIGHTNING	2,931,943	08/29/2003	Registered
DRS Data & Imaging Systems, Inc.	LIGHTNING & Design	78/308,426	10/02/2004	Pending
DRS Data & Imaging Systems, Inc.	LIGHTNING I/16 & Design	78/308,437	10/02/2003	Pending
DRS Data & Imaging Systems, Inc.	LIGHTNING RDT & Design	78/308,432	10/02/2004	Pending
DRS Data & Imaging Systems, Inc.	LIGHTNING RDT PLUS & Design	78/308,434	10/02/2004	Pending

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

Trademark Agreement