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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
Engineered Support Systems, Inc.		01/31/2006	CORPORATION: MISSOURI

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: 8

Property Type	Number	Word Mark
Serial Number:	78561148	ARGUS
Registration Number:	2726437	ESSI
Registration Number:	2927122	ESSI BUY
Registration Number:	2898526	ESSIBUY.COM AN ENGINEERED SUPPORT SYSTEMS, INC. COMPANY
Serial Number:	78454455	SCORS
Registration Number:	2857184	THE WARFIGHTERS ONE STOP LOGISTICS SHOP
Registration Number:	2695285	WORLDWIDE SUPPORT
Registration Number:	2642039	WORLDWIDE SUPPORT

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

TRADEMARK REEL: 003263 FRAME: 0757

900043829

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./ 03/09/2006 Date: **Total Attachments: 7** source=Assign12#page1.tif source=Assign12#page2.tif source=Assign12#page3.tif source=Assign12#page4.tif

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 31, 2006 by and between Engineered Support Systems, Inc., a Missouri corporation (the "Grantor"), having its chief executive office at 201 Evans Lane, St. Louis, MO 63121-1126 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;
- (viiiii) 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 <u>Schedule A</u> or under any Trademark Licensed under any Trademark License, including, without limitation, any Trademark License described on <u>Schedule B</u>, (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]

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

ENGINEERED SUPPORT SYSTEMS, INC., as Grantor

By:

Nagae: Richard A. Schneider

Title: Treasurer

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York
I, <u>Melissa Eden Wenaroff</u> , 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 ENGINEERED SUPPORT SYSTEMS, INC. and acknowledged, on behalf of ENGINEERED SUPPORT SYSTEMS, INC., the due execution of the foregoing instrument.
Witness my hand and official seal, this 31 day of January, 2006.
Melissa Eden Weight Notary Public
MELISSA EDEN WENGROFF NOTARY PUBLIC, State of New York No. 01WE6132869 Quadried in New York County Commission Syrves Aug. 19, 2009

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

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Bv:		W	YK	0	
	Name:	William	F	Fox	
	Title:	Director			

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner	Trademark	Reg. No.	Filing Date	Filing Date Comments
		(App. No.)		
Engineered Support Systems, Inc.	ARGUS	78/561,148	02/04/2005	02/04/2005 Pending; Intent to Use
Engineered Support Systems, Inc.	ESSI	2,726,437	06/17/2003 Registered	Registered
Engineered Support Systems, Inc.	ESSI BUY	2,927,122	02/22/2005 Registered	Registered
Engineered Support Systems, Inc.	ESSIbuy.com (Stylized) An Engineered	2,898,526	11/02/2004 Registered	Registered
	Support System, Inc. Corporation &			
	Design			
Engineered Support Systems, Inc.	SCORS	78/454,455	07/21/2004 Pending	Pending
Engineered Support Systems, Inc.	THE WARFIGHTERS ONE STOP	2,857,184	06/29/2004 Registered	Registered
,	LOGISTIC SHOP			
Engineered Support Systems, Inc.	Worldwide Support (Stylized) & Design 2,695,285	2,695,285	03/11/2003 Registered	Registered
Engineered Support Systems, Inc.	Worldwide Support (Stylized) & Design 2,642,039	2,642,039	10/29/2002 Registered	Registered
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Trademark Agreement

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Trademark Agreement

RECORDED: 03/09/2006