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
Radian, 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:	28288-0860
Entity Type:	National Banking Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2933735	COMBATSHIELD
Registration Number:	2791861	PM PORTAL
Serial Number:	76508488	RADIAN LOGISTICS ENGINEERING SECURITY
Serial Number:	76591870	RADIAN SILENT POWER
Serial Number:	76591871	RASP
Serial Number:	76604884	SAFGATE
Serial Number:	76605658	SAFGATE
Registration Number:	2860733	SMART CAMP
Registration Number:	2285946	CADDMS
Serial Number:	76410898	INTERROGATE
Registration Number:	2629825	PORTAL DYNAMICS
Serial Number:	76433137	RADMAX
Registration Number:	2256263	WORLDSCAN
		TDADEMARK

TRADEMARK "REEL: 003277 FRAME: 0675

900045258

Registration Number:	1130157	RADIAN
Registration Number:	2776029	RADIAN
Registration Number:	2553699	RAILS

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 TM SECURITY AGM
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	03/28/2006

Total Attachments: 7

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

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 31, 2006 by and between Radian, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 5845 Richmond Highway, Suite 725, Alexandria, VA 22303 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;
- (xii) 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]

1083269.01-New York Server 7A

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

RADIAN, INC., as Grantor

By: ˌ

Name: Richard A. Schneider

Title: Treasurer

ACKNOWLEDGMENT

STATE OF New York	
COUNTY OF New York	
I, Melosa Eden Wengnoff, a Notary Public for said Chereby certify that Richard A. Schreider personally appeared before me this the is Treasurer of RADIAN, INC. and acknowledged, on behalf of RAD execution of the foregoing instrument.	s day and stated that
Witness my hand and official seal, this 31 day of January,	20 <u>06</u> .
Melissa Eslen Weight Notary Public	2
My commission expires: MELISSA EDEN WENGROFF NOTARY PUBLIC, State of New York No. 01WE6132869 Qualified in New York County Commission Expires Aug. 29, 2009	

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

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Bv:	W	V	0	
	William	F.	Fox	
Title:	Director	}		

[Trademark Security Agreement]

Trademark Agreement

Schedule A to Trademark Security Agreement

TRADEMARKS

Оwner	Trademark	Reg. No. (App. No.)	Filing Date	Comments
Radian, Inc	COMBATSHIELD	2,933,735	03/15/2005	Registered
Radian, Inc	PM PORTAL	2,791,861	12/09/2003	Registered
Radian, Inc	RADIAN & Design	76/508,488	04/22/2003	Registered
Radian, Inc	RADIAN SILENT POWER	76/591,870	05/12/2004	Pending; Intent to Use
Radian, Inc	RASP	76/591,871	05/12/2004	Pending
Radian, Inc	SAFGATE	76/604,884	07/30/2004	Pending
Radian, Inc	SAFGATE(Stylized) & Design	76/605,658	08/05/2004	Pending; Final
				Refusal has been mailed
Radian, Inc (1)	SMART CAMP	2,860,733	07/06/2004	Registered
Radian, Inc.	CADDMS	2,285,946	02/05/1997	Registered
Radian, Inc.	INTERROGATE	76/410,898	05/23/2002	Pending
Radian, Inc.	PORTAL DYNAMICS	2,629,825	10/08/2002	Registered
Radian, Inc.	RADIAN LOGISTICS ENGINEERING SECURITY & Design	76/508,488	04/22/2003	Pending
Radian, Inc.	RADMAX	76/433,137	07/19/2002	Pending
				•
Radian, Inc.	WORLDSCAN	2,256,263	01/14/1997	Registered
Radian, Inc.(1)	RADIAN	1,130,157	06/26/1978	Registered
Radian, Inc (1)	RADIAN(Stylized) & Design	2,776,029	10/21/2003	Registered
Radian, Inc (1)	RAILS	2,553,699	03/26/2002	Registered

(1) Security interest granted to Bank of America, N.A. on 6/4/2002 by Radian, Inc. recorded at Reel/Frame 2531/0608.* *Lien is in the process of being terminated.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Trademark Agreement

RECORDED: 03/28/2006