Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRS Test & Energy Management, Inc.		02/05/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association	
Street Address:	1525 West W.T. Harris Boulevard	
Internal Address:	NC0680	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28262	
Entity Type:	national banking association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78928166	SCATE

CORRESPONDENCE DATA

Fax Number: (704)350-7800

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

Phone: 704-350-7729

Email: bsmith@winston.com

Correspondent Name: James W. Ewing c/o Winston & Strawn LLP

Address Line 1: 100 North Tryon Street, Suite 3300
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	080393.07075	
NAME OF SUBMITTER:	James W. Ewing	
Signature:	/James W. Ewing/	

TRADEMARK REEL: 003723 FRAME: 0490

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	Date:	02/22/2008
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "<u>Agreement</u>") dated as of February 5, 2008 by and between DRS TEST & ENERGY MANAGEMENT, INC., a Delaware corporation (the "<u>Grantor</u>"), having its chief executive office at 110 Wynn Dr., Huntsville, Alabama 35805 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "<u>Administrative Agent</u>"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the banks and other financial institutions (the "<u>Lenders</u>") 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 "<u>Credit Agreement</u>") by and between DRS Technologies, Inc., as the Borrower (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 by and among Borrower, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent for the ratable benefit of the Lenders (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning 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, for the ratable benefit of the Lenders, a continuing 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, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
 - (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Lenders, 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 written above.

> DRS TEST & ENERGY MANAGEMENT, INC., as Grantor

Name: Richard A. Schneider

Title:

Treasurer

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MORRIS

have, a Notary Public for said County and State, do hereby certify that Richard A. Schneider personally appeared before me this day and stated that (s)he is Treasurer of DRS Test & Energy Management, Inc. and acknowledged, on behalf of DRS Test & Energy Management, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this $\mathcal{I}^{\mathfrak{I}}$

My commission expires:

KellyAnn Traver Notary Public of New Jersey

ID No. 2074581

Commission Expiration Date:

[Signature Pages Continue]

[Trademark Security Agreement – DRS Test & Energy Management, Inc.]

d Accepted as of th	
ZIA BANK, NATIO	

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:

Name: William F. Fox

Title: Director

[Trademark Security Agreement - DRS Test & Energy Management, Inc.]

Schedule A to Trademark Security Agreement

TRADEMARKS

TRADEMARKS OWNED BY DRS TEST & ENERGY MANAGEMENT, INC.

<u>Mark</u>	Application	No. Filing Date	Status
SCATE	78928166	7/12/2006	Published for Opposition

CHL:1435.2

RECORDED: 02/22/2008