

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 CODEM SYSTEMS, INC.		05/27/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WACHOVIA BANK		
Street Address:	201 South College Street		
Internal Address:	8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	NATIONAL ASSOCIATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78554161	CODEM	
Serial Number:	78554255	CODEM	
Serial Number:	78554232	CODEM SYSTEMS, INC.	
Registration Number:	2165183	PHONE SHIELD	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3246		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.331.7400		
Email:	docket@kennedycovington.com		
Correspondent Name:	Michael A. Tobin		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Michael A. Tobin		

OP \$115.00 78554161

Signature:	/michael a tobin/
Date:	06/20/2005
Total Attachments: 7 source=TM Security Agreement#page1.tif source=TM Security Agreement#page2.tif source=TM Security Agreement#page3.tif source=TM Security Agreement#page4.tif source=TM Security Agreement#page5.tif source=TM Security Agreement#page6.tif source=TM Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 27, 2005 by and between DRS CODEM SYSTEMS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 7 Executive Park Drive, Merrimack, New Hampshire 03054 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 Second Amended and Restated Credit Agreement, dated as of November 4, 2003 (as amended by that certain First Amendment dated as of February 6, 2004 and as further 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 Documents, the Joinder Agreement dated as of the date of this Agreement, and as reaffirmed by the Reaffirmation and Master Amendment dated November 26, 2002, the Reaffirmation Agreement dated April 1, 2003 and the Reaffirmation Agreement dated November 4, 2003 and as may be further amended, restated, supplemented or otherwise modified from time to time, 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 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, 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]

27th IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
day of May, 2005.

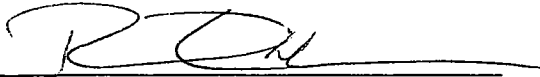
DRS CODEM SYSTEMS, INC., as Grantor

By: 
Name: Nina Laserson Dunn
Title: Secretary

[Signature Pages Continue]

Agreed and Accepted as of the
27th day of May, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Richard L. Nelson
Title: Vice President

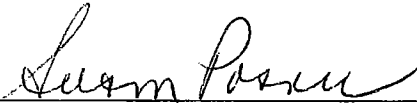
ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MORRIS

I, Susan Posner, a Notary Public for said County and State, do hereby certify that Nina Laserson Dunn personally appeared before me this day and stated that (s)he is Secretary of DRS CODEM SYSTEMS, INC. and acknowledged, on behalf of DRS CODEM SYSTEMS, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27th day of May, 2005.



Notary Public

My commission expires:

November 14, 2008

SUSAN POSNER
A Notary Public of New Jersey
My Commission Expires November 14, 2008

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. or Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PhoneShield	Codem Systems, Inc.	75177398/2165183		Registered June 16, 1998 (cancelled March 19, 2005)
Codem (Design plus words)	Codem Systems, Inc	78554161	January 26, 2005	
Codem	Codem Systems, Inc.	78554255	January 26, 2005	
Codem Systems, Inc.	Codem Systems, Inc.	78554232	January 26, 2005	

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.