

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRS TEST & ENERGY MANAGEMENT, INC.	FORMERLY PEI Electronics, Inc.	06/14/2005	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 banking association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2600379	SIDECAR	
Serial Number:	76496523	POWERWARE	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3854		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	gjones@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer Jr., Esq.		
Address Line 1:	214 N. Tryon Street		
Address Line 2:	Hearst Tower - 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	GeoRene Jones, Trademark Paralegal		
Signature:	/GeoRene Jones/		

OP \$65.00 2600379

Date:

06/27/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June ~~14~~, 2005 by and between DRS TEST & ENERGY MANAGEMENT, INC. (f/k/a PEI Electronics, Inc.), a Delaware corporation (the "Grantor"), having its chief executive office at 110 Wynn Drive, Huntsville, Alabama 35805 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, 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 and as further reaffirmed by the Reaffirmation Agreement dated April 1, 2003, 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

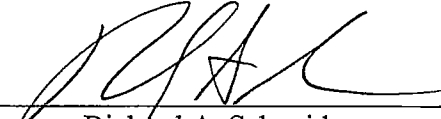
(iv) all products and proceeds of the foregoing.

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]

14th IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of June, 2005.

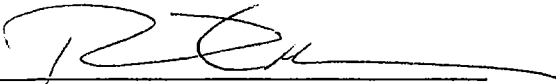
DRS TEST & ENERGY MANAGEMENT, INC.,
as Grantor

By: 
Name: Richard A. Schneider
Title: Treasurer

[Signature Pages Continue]

Agreed and Accepted as of the
14th day of June, 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 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 14th day of June, 2005.



Notary Public

My commission expires:

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

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
DRS Test & Energy Management, Inc. (f/k/a PEI Electronics, Inc.)	SIDECAR	2,600,379	09/25/00	7/30/07- 7/30/08	7/30/12
DRS Test & Energy Management, Inc. (f/k/a PEI Electronics, Inc.)	POWERWARE	76/496,523	03/10/03		

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

2189005.02
LIB:CH