

**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
NIGHT VISION EQUIPMENT CO., 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: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2854016	RAPTOR
Registration Number:	2855119	RECONIR
Registration Number:	2014570	AMERICAN EAGLE
Registration Number:	1977272	THE WARRIOR DOT
Registration Number:	2931636	HELMETIR
Registration Number:	2412602	NVEC
Registration Number:	2412371	SHADOWWARRIOR
Serial Number:	78199414	VITAL
Serial Number:	78199409	ATILLA
Serial Number:	76461717	MINIIR
Registration Number:	2885165	COMBATIR
Registration Number:	2872744	WARRIORIR
Serial Number:	78199130	DIGIRAPTOR

OP \$365.00 2854016

Registration Number:	1809955	MANTIS
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**CORRESPONDENCE DATA**

Fax Number: (704)353-3854  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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/
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 NIGHT VISION EQUIPMENT CO., INC., a Delaware corporation (the "Grantor"), having its chief executive office at 542 Kemmerer Lane, Allentown, Pennsylvania 18104 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> 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, 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

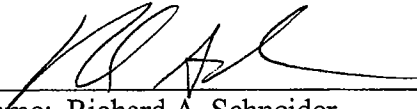
(iv) all products and proceeds of the foregoing.

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]

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

NIGHT VISION EQUIPMENT CO., INC., as  
Grantor

By:   
Name: Richard A. Schneider  
Title: Treasurer

[Signature Pages Continue]

Agreed and Accepted as of the  
14<sup>th</sup> 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 NIGHT VISION EQUIPMENT CO., INC. and acknowledged, on behalf of NIGHT VISION EQUIPMENT CO., INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 14<sup>th</sup> day of June, 2005.

  
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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 AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Reg. or Serial No.</u>	<u>Filing Date/Registration Date</u>	<u>Due-Date Affidavit of Use</u>	<u>Due Date- Renewal</u>
RAPTOR	Night Vision Equipment Co., Inc.	2,854,016	6/15/04		
RECONIR	Night Vision Equipment Co., Inc	2,855,119	6/15/04		
AMERICAN EAGLE	Night Vision Equipment Co., Inc	2,014,570	11/5/96		November 2006
THE WARRIOR DOT	Night Vision Equipment Co., Inc	1,977,272	5/28/96		May 2006
HELMETIR	Night Vision Equipment Co., Inc	2,931,636	03/08/05		
NVEC	Night Vision Equipment Co., Inc	2,412,602	12/12/00		
SHADOWWARRIOR	Night Vision Equipment Co., Inc	2,412,371	12/12/00		
VITAL	Night Vision Equipment Co., Inc	78/199,414			
ATILLA	Night Vision Equipment Co., Inc	78,199,409			
MINIIR	Night Vision Equipment Co., Inc	76,461,717			
COMBATIR	Night Vision Equipment Co., Inc	2,885,165	09/14/04		
WARRIORIR	Night Vision Equipment Co., Inc	2,872,744	08/10/04		
DIGIRAPTOR	Night Vision Equipment Co., Inc	78/199,130			
MANTIS	Night Vision Equipment Co., Inc	1,809,955	12-07-93		



Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.