

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.		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:	28288-0680		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78554255	CODEM	
Serial Number:	78554161	CODEM	
Serial Number:	78554232	CODEM SYSTEMS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N. Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13568.152 WACHOVIA SYNDIC		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$90.00 78554255

Signature:

/Karl S. Sawyer, Jr./

Date:

03/09/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 31, 2006 by and between DRS Codem Systems, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 7 Executive Park Drive, Merrimack, NH 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 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;
- (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

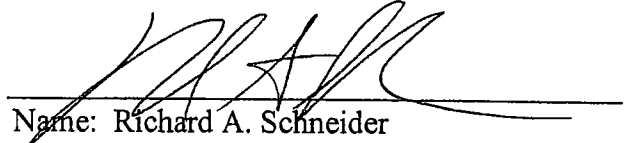
(iv) all products and proceeds of the foregoing.

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]

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

DRS CODEM SYSTEMS, INC.,
as Grantor

By: 
Name: Richard A. Schneider
Title: Treasurer

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Melissa Eden Wengroff, a Notary Public for said County and State, do hereby certify that Richard A. Schneider personally appeared before me this day and stated that he is Treasurer 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 31 day of January, 2006.

Melissa Eden Wengroff
Notary Public

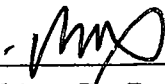
My commission expires:

Aug. 29, 2009

MELISSA EDEN WENGROFF
NOTARY PUBLIC, State of New York
No. 01WE0132869
Qualified in New York County
Commission Expires Aug. 29, 2009

Agreed and Accepted as of the
31st day of January, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: William F. Fox
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner	Trademark	Reg. No. (App. No.)	Filing Date	Comments
DRS Codem Systems, Inc. ¹	CODEM	78/554,255	1/26/2005	Pending
DRS Codem Systems, Inc. ¹	CODEM and design	78/554,161	1/26/2005	Pending
DRS Codem Systems, Inc. ¹	CODEM SYSTEMS, INC.	78/554,232	1/26/2005	Pending

¹ Recorded under prior name, Codem Systems, Inc. Record to be updated.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

TRADEMARK

REEL: 003263 FRAME: 0590

Trademark Agreement

RECORDED: 03/09/2006