

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Night Vision Equipment Co., Inc.		11/05/2004	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	DRS Newco III, Inc.
Street Address:	5 Sylvan Way
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	74279225	MANTIS
Serial Number:	74542461	THE WARRIOR DOT
Serial Number:	74696940	AMERICAN EAGLE
Serial Number:	75566773	RAPTOR
Serial Number:	75858763	SHADOWWARRIOR
Serial Number:	75906160	NVEC
Serial Number:	78171241	HELMETIR
Serial Number:	78172275	RECONIR
Serial Number:	78199130	DIGIRAPTOR
Serial Number:	78199151	WARRIORIR
Serial Number:	78199164	COMBATIR
Serial Number:	78199409	ATILLA
Serial Number:	78199414	VITAL

CORRESPONDENCE DATA	TRADEMARK
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900047260

REEL: 003294 FRAME: 0839

CH \$340.00 74279225

Fax Number: (973)624-7070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-622-4444
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Correspondent Name: William J. Heller
Address Line 1: 100 Mulberry Street
Address Line 2: Four Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	91074/00001 (WJH/2277)
NAME OF SUBMITTER:	William J. Heller
Signature:	/William J. Heller/
Date:	04/21/2006

Total Attachments: 5

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

DATED AS OF

NOVEMBER 5, 2004

BY AND AMONG

NIGHT VISION EQUIPMENT CO., INC.,

EXCALIBUR ELECTRO OPTICS, INC.,

AND

DRS NEWCO III, INC.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into on November 5, 2004, by and between Night Vision Equipment Co., Inc., a Pennsylvania corporation, and Excalibur Electro Optics, Inc., a Pennsylvania corporation (collectively "Seller"), and DRS Newco III, Inc., a Delaware corporation ("Buyer").

BACKGROUND

A. Seller is engaged in the development, manufacture, distribution and sales of night vision, thermal imaging, aimer/illuminator and combat identification products, equipment and accessories at its facilities in Allentown, Pennsylvania and Prescott Valley, Arizona (the "Business"); and

B. Buyer is a wholly-owned subsidiary of DRS Technologies, Inc., a Delaware corporation (the "Guarantor").

C. Upon the terms and subject to the conditions hereinafter set forth, Buyer wishes to acquire from Seller, and Seller wishes to sell, transfer, convey and assign to Buyer, all of the Transferred Assets and Assumed Liabilities (as such terms are defined below), in exchange for the purchase price provided for herein.

NOW, THEREFORE, in consideration of the payments herein provided for and the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. Unless elsewhere defined herein, capitalized terms used herein shall have the meanings set forth in Schedule 1.1. All references herein to an Article, Section or Schedule are to an Article, Section or Schedule of or to this Agreement, unless otherwise indicated.

ARTICLE 2

SALE AND PURCHASE OF ASSETS

2.1 Transferred Assets. On the terms and subject to the conditions of this Agreement, and for the consideration set forth in Article 4, the Seller shall, on the Closing Date, sell, transfer, convey and deliver (or cause to be sold, transferred, conveyed and delivered) to the Buyer, free and clear of all Liens, other than the Assumed Liabilities, all of the Seller's respective rights,

titles and interests in and to the assets that are used, held for use, or useful in connection with the operation of the Business as currently operated by the Seller, wherever such assets are located, whether tangible or intangible, and whether or not such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in the books or financial statement of the Seller (the "Transferred Assets"), with such changes, deletions or additions thereto as may occur from the date hereof to the Closing Date consistent with the terms and conditions of this Agreement, subject in each case to Section 2.2. The Transferred Assets shall include, but are not limited to, the following:

(a) Accounts Receivable. All Accounts Receivable, or portions thereof, arising out of the Business;

(b) Personal Property. All Personal Property and Personal Property Leases, including those items and leases identified on Schedule 2.1(b);

(c) Inventory. All Inventory;

(d) Contracts. All rights and claims of the Business under all Contracts, including those identified on Schedule 5.9(a);

(e) Lists and Records. All of the Business's books and records related to the ongoing operation of the Business, wherever located, including, but not limited to, customer and supplier lists, sales, cost and shipping records and other lists and documents or portions thereof, and such other files, records and all information and/or data related to or used by Seller in connection with the Transferred Assets and in the conduct of the Business, excluding all of the Seller's corporate books and records, books and records of account, and tax returns; *provided, however*, that the Seller shall provide the Buyer with certified copies of such excluded documents at the Closing;

(f) Patents, Trademarks and Intellectual Property. All of the Intellectual Property to the fullest extent possible, including those items identified as "owned" or "licensed" on Schedule 2.1(f);

(g) Prepaid Items. All of the prepaid expenses and deposits as set forth on Schedule 2.1(g);

(h) Governmental Permits and Licenses. All of the business, export and other permits, licenses, certifications, approvals, consents, and other governmental authorizations (the "Permits") issued to Seller in connection with the conduct of the Business, subject to Section 2.2;

(i) Claims Against Third Parties. All causes of action, claims, demands, rights and privileges against third parties or portions thereof that relate to the Business, including, without limitation, those such claims that are not in the ordinary course of business as set forth on Schedule 2.1(i) and all warranties and guaranties from vendors, suppliers or manufactures with respect to the Transferred Assets or the Business;

Schedule 2.1(f)

Intellectual Property

OWNED

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>
RAPTOR	2,854,016	June 15, 2004	Int. Cl. 9
RECONIR	2,855,119	June 15, 2004	Int. Cl. 9
AMERICAN EAGLE	2,014,570	November 5, 1996	Int. Cl. 9
THE WARRIOR DOT	1,977,272	May 28, 1996	Int. Cl. 9
MANTIS	1,809,955	December 7, 1993 (exp'd)	Int. Cl. 9

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Notice of Allowance</u>	<u>Statement of Use</u>	<u>Class</u>
HELMITIR	March 30, 2004	June 16, 2004	Int. Cl. 9
VITAL	May 4, 2004	June 16, 2004	Int. Cl. 13
ATILLA	March 2, 2004	June 16, 2004	Int. Cl. 9
COMBATIR	December 20, 2003	May 10, 2004	Int. Cl. 9
WARRIORIR	December 16, 2003	May 10, 2004	Int. Cl. 9
DIGIRAPTOR	February 10, 2004	Ext. June 15, 2004	Int. Cl. 9

3. DESIGN PATENTS

Switch For A Laser Aiming Light
Patent No. D452,962 S
January 15, 2002

RFM
lh

4. UNREGISTERED TRADEMARKS

NIGHT VISION EQUIPMENT COMPANY

NVEC

CARPE NOCTURNUM

SIEZE THE NIGHT

ENVIS

PHOENIX

PHOENIX JUNIOR

THERMAL ID PANEL

GLOTAPE

SCHIM

ARMBAND

INVERTED-V

IFF-980

IFF-67

IFF-67A

EGLOSTICK

GCP-1

GVP-2

ACP-2

SFK-7

SFK-14

SRTI

MRTI

LRTI

TIP

TIP-LITE

TIP-TOP

LITS

SIRIS

TACAIR BEACON

SHADOWWARRIOR

LICENSED

The lists of the licensed software used in Pennsylvania and Arizona are separately attached.

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