

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
Night Vision Systems, Inc.		06/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street, 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:	2014570	AMERICAN EAGLE
Registration Number:	2990270	ATILLA
Registration Number:	2885165	COMBATIR
Serial Number:	78199130	DIGIRAPTOR
Registration Number:	2931636	HELMETIR
Registration Number:	1809955	MANTIS
Registration Number:	3021363	MINIIR
Registration Number:	2412602	NVEC
Registration Number:	2854016	RAPTOR
Registration Number:	2855119	RECONIR
Registration Number:	2412371	SHADOWWARRIOR
Registration Number:	1977272	THE WARRIOR DOT
Registration Number:	2990271	VITAL
Registration Number:	2872744	WARRIORIR

OP \$365.00 2014570

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor
Address Line 2: Kennedy Covington Lbdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.152 DRS
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	07/20/2007

Total Attachments: 7
source=NightVisionSystemsTMSecAgmt2#page1.tif
source=NightVisionSystemsTMSecAgmt2#page2.tif
source=NightVisionSystemsTMSecAgmt2#page3.tif
source=NightVisionSystemsTMSecAgmt2#page4.tif
source=NightVisionSystemsTMSecAgmt2#page5.tif
source=NightVisionSystemsTMSecAgmt2#page6.tif
source=NightVisionSystemsTMSecAgmt2#page7.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 15, 2006 by and between NIGHT VISION SYSTEMS, 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, 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 among 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

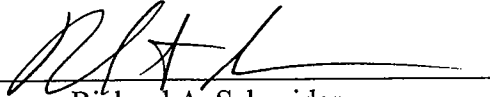
(iv) all products and proceeds of the foregoing.

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 written above.

NIGHT VISION SYSTEMS, INC., as Grantor

By: 
Name: Richard A. Schneider
Title: Treasurer

[Signature Pages Continue]

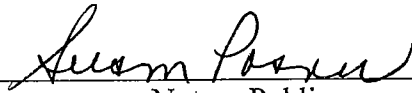
ACKNOWLEDGMENT

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 he is Treasurer of Night Vision Systems, Inc. and acknowledged, on behalf of Night Vision Systems, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 15th day of June, 2006.



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

Trademark	Reg. No.	Date	Status
AMERICAN EAGLE	2,014,570	7/3/1995	Registered
ATILLA	2,990,270	01/02/2003	Registered
COMBATIR	2,885,165	12/31/2002	Registered
DIGIRAPTOR	78/199,130	12/31/2002	Pending
HELMETIR	2,931,636	10/4/2002	Registered
MANTIS	1,809,955	05/28/1992	Registered
MINIIR	3,021,363	10/25/2002	Registered
NVEC	2,412,602	01/29/2000	Registered
RAPTOR	2,854,016	10/08/1998	Registered
RECONIR	2,855,119	10/08/2002	Registered
SHADOWWARRIOR	2,412,371	11/29/1999	Registered
THE WARRIOR DOT	1,977,272	6/27/1994	Registered
VITAL	2,990,271	01/02/2003	Registered
WARRIORIR	2,872,744	12/31/2002	Registered

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.