

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Night Vision Systems, LLC		02/05/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77293603	PHOENIX JUNIOR	
Serial Number:	77293598	PHOENIX	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043507729		
Email:	bsmith@winston.com		
Correspondent Name:	James W. Ewing c/o Winston & Strawn LLP		
Address Line 1:	100 North Tryon Street, Suite 3300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	080393.07075		
NAME OF SUBMITTER:	James W. Ewing		
Signature:	/James W. Ewing/		

CH \$65.00 77293603

Date:

02/22/2008

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 5, 2008 by and between NIGHT VISION SYSTEMS, LLC, a Delaware limited liability company (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 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 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 "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 by and among Borrower, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent for the ratable benefit of the Lenders (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). 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, for the ratable benefit of the Lenders, a continuing 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:

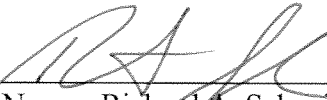
- (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Lenders, 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.

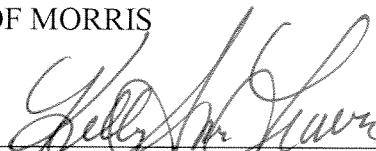
NIGHT VISION SYSTEMS, LLC, as Grantor

By: 
Name: Richard A. Schneider
Title: Treasurer

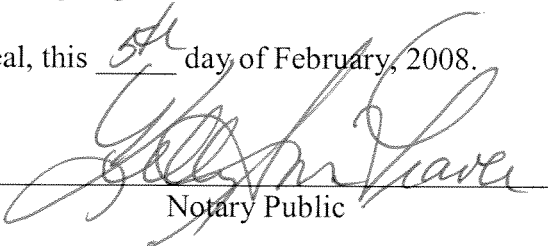
ACKNOWLEDGMENT

STATE OF NEW JERSEY


COUNTY OF MORRIS

I, , 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 Systems, LLC and acknowledged, on behalf of Night Vision Systems, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 5th day of February, 2008.


Notary Public


My commission expires:


KellyAnn Traver
Notary Public of New Jersey
ID No. 2074581
Commission Expiration Date: 4/2/2010

[Signature Pages Continue]

Agreed and Accepted as of the
5th day of February, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: William F. Fox
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

TRADEMARKS OWNED BY NIGHT VISION SYSTEMS, LLC

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
PHOENIX JUNIOR	77293603	10/02/2007	Filed
PHOENIX	77293598	10/02/2007	Filed