

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DRS Technologies, Inc.		06/30/2008	CORPORATION: 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: 6**

Property Type	Number	Word Mark
Serial Number:	77462222	DRS
Serial Number:	77462269	DRS
Serial Number:	77462308	DRS TECHNOLOGIES
Serial Number:	77462332	DRS TECHNOLOGIES
Serial Number:	77462401	
Serial Number:	77462180	WORKING TOGETHER WE'LL GET IT DONE

**CORRESPONDENCE DATA**

Fax Number: (704)350-7800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704-350-7729  
 Email: bsmith@winston.com  
 Correspondent Name: James W. Ewing  
 Address Line 1: Winston & Strawn, LLP, 214 N. Tryon St.  
 Address Line 2: 22nd Floor  
 Address Line 4: Charlotte, NORTH CAROLINA 28202

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	80393.07075
NAME OF SUBMITTER:	James W. Ewing
Signature:	/James W. Ewing/
Date:	08/12/2008
Total Attachments: 5 source=DRS_Technologies_Trademark_20080805183012#page1.tif source=DRS_Technologies_Trademark_20080805183012#page2.tif source=DRS_Technologies_Trademark_20080805183012#page3.tif source=DRS_Technologies_Trademark_20080805183012#page4.tif source=DRS_Technologies_Trademark_20080805183012#page5.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 30, 2008 by and between DRS TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 5 Sylvan Way, Parsippany, New Jersey 07054 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 the Grantor, 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 by and among Grantor, certain of its Subsidiaries party thereto 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.

DRS TECHNOLOGIES, INC., as Grantor

By:   
Name: Richard A. Schneider  
Title: Executive Vice President, CFO

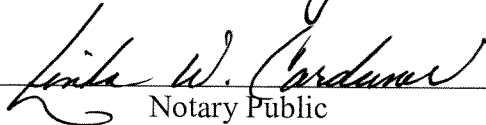
ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MORRIS

I, Linda Carduner, 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 Executive Vice President and CFO of DRS Technologies, Inc. and acknowledged, on behalf of DRS Technologies, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 30<sup>th</sup> day of June, 2008.

  
Notary Public

My commission expires:

February 27, 2013

Linda W. Carduner  
Notary Public of New Jersey  
ID No. 2370238

Commission Expiration Date: 2/27/2013

[Signature Pages Continue]

Agreed and Accepted as of the  
3<sup>rd</sup> day of June, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: Scott Santa Cruz  
Name Scott Santa Cruz  
Title Director

Schedule A to Trademark Security Agreement

**TRADEMARKS**

**TRADEMARKS OWNED BY DRS TECHNOLOGIES, INC.**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
DRS	77462222	04/30/2008
DRS (Stylized)	77462269	04/30/2008
DRS TECHNOLOGIES	77462308	04/30/2008
DRS TECHNOLOGIES (and Design)	77462332	04/30/2008
Miscellaneous Design (Swirl)	77462401	04/30/2008
WORKING TOGETHER WE'LL GET IT DONE	77462180	04/30/2008

Schedule B to Trademark Security Agreement

**TRADEMARK LICENSES**

None.