

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
DRS Technical Services, Inc.		05/15/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	DRS C3 & Aviation Company		
Street Address:	400 Professional Drive		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20879		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2933735	COMBATSHIELD	
Registration Number:	3442855	GAUNTLET	
Registration Number:	3624802		
Registration Number:	2791861	PM PORTAL	
Registration Number:	2860733	SMART CAMP	
CORRESPONDENCE DATA			
Fax Number:	(973)624-7070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-622-4444		
Email:	wheller@mccarter.com		
Correspondent Name:	William J. Heller/McCarter & English		
Address Line 1:	100 Mulberry Street		
Address Line 2:	Four Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	91074/0024 (WJH/2277)		

CH \$140.00 2933735

900166620

**TRADEMARK
 REEL: 004239 FRAME: 0268**

NAME OF SUBMITTER:	William J. Heller
Signature:	/William J. Heller/
Date:	07/09/2010
Total Attachments: 7 source=Executed Trademark Assignment TSI to C3&A#page1.tif source=Executed Trademark Assignment TSI to C3&A#page2.tif source=Executed Trademark Assignment TSI to C3&A#page3.tif source=Executed Trademark Assignment TSI to C3&A#page4.tif source=Executed Trademark Assignment TSI to C3&A#page5.tif source=Executed Trademark Assignment TSI to C3&A#page6.tif source=Executed Trademark Assignment TSI to C3&A#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property, dated as of May 15, 2009, ("Agreement"), is by and between DRS Technical Services, Inc., a Maryland corporation, having a place of business at 12930 Worldgate Drive, Herndon, Virginia 20170, (the "Assignor"), and DRS C3 & Aviation Company, a Delaware corporation, having a place of business at 400 Professional Drive, Gaithersburg, Maryland 20879, (the "Assignee").

WHEREAS, Assignor and Assignee are subsidiaries of DRS Technologies, Inc. ("Parent"); and

WHEREAS, Assignor is the owner of the registered and unregistered trademarks and trade names set forth on Schedule A hereto, along with the good will of the business represented thereby ("the Intellectual Property");

WHEREAS, in accordance with the Assignment and Assumption Agreement by and between Assignor and Assignee dated as of May 15, 2009, Assignor has agreed to assign the Intellectual Property to Assignee, and Assignee has agreed to accept the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are an integral part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title, and interest in and to the Intellectual Property; without limitation, the assignment of Intellectual Property shall and does include:

- (i) the Trademarks, together with the all applications to register the same, and registrations thereof, and the good will of the business appertaining thereto and which is symbolized by the Trademarks;
- (ii) the worldwide right to enforce, to sue for, and to recover for infringements of the Intellectual Property, wherever and whenever occurring; and the right to apply for additional registrations thereon;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue and recover for any past, present or future infringement of the foregoing Intellectual Property and related claims, including the right to sue for injunctive relief and to collect damages arising out of or in connection with any past, present or future infringements; and

From time to time after the date hereof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its authorized officer as of the date set forth above.

DRS TECHNICAL SERVICES, INC.

By: _____

Name: Mitchell Rambler

Title: President

ACKNOWLEDGMENT

STATE OF VIRGINIA

COUNTY OF Fairfax

I, Virginia Richards, a Notary Public for said County and State, do hereby certify that Mitchell Rambler personally appeared before me this day and stated that he is President of DRS Technical Services, Inc. and acknowledged, on behalf of DRS Technical Services, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 2^d day of July, 2010.

Virginia Richards
Notary Public

My commission expires:

Feb. 28, 2011

[Signature Pages Continue]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its authorized officer as of the date set forth above.

DRS C3 AND AVIATION COMPANY

By: *RSK*
Name: Richard A. Schneider
Title: Treasurer

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MORRIS

I, Linda W. 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 Treasurer of DRS C3 & Aviation Company and acknowledged, on behalf of DRS C3 & Aviation Company the due execution of the foregoing instrument.

Witness my hand and official seal, this 1st day of February, 2010.

Linda W. Carduner
Notary Public

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

My commission expires:

February 27, 2013

Commission Expiration Date: *2/27/2013*

SCHEDULE A TRADEMARKS

Trademark	Country	Serial Number	Filing Date	Registration Number	Registration Date
COMBATSHIELD	US	75507524	4/16/2003	2933735	3/15/2006
GAUNTLET	US	78908227	6/12/2006	3442855	6/3/2008
GAUNTLET	US	78906194	6/12/2006	3624802	5/19/2009
PM PORTAL	US	76128033	9/13/2000	2791861	12/9/2003
SMART CAMP	US	75328670	10/22/2001	2860733	7/6/2004
COMBATSHIELD	CTM	3419711	10/20/2003	3419711	1/5/2005
GAUNTLET	CTM	5367561	10/9/2006	5367561	9/5/2007
GAUNTLET	CTM	5367545	10/9/2006	5367545	9/5/2007
GAUNTLET	CTM	5367529	10/9/2006	5367529	9/5/2007

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of May 15, 2009 (the "Effective Date") by and between DRS Technical Services, Inc. ("TSI"), a Maryland corporation, and DRS C3 & Aviation Company ("C3A"), a Delaware corporation; and

WHEREAS, TSI and C3A are affiliates of DRS Technologies, Inc. ("Parent"); and

WHEREAS, TSI conducts engineering and logistics business operations in, among other places, Herndon, VA, Elizabeth City, NC and Polson, MT (the "E&L Business"); and

WHEREAS, in order to realign business operations among affiliates of the Parent, TSI and C3A have entered into a Separation and Distribution Agreement dated of even date herewith (the "Spinoff Agreement") pursuant to which TSI has agreed to separate, spin off and assign (the "Assignment") the E&L Business to C3A and C3A has agreed to accept the E&L Business and assume all of the obligations of the E&L Business (the "Assumption") from TSI;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the parties hereby agree as follows:

1. Definitions. Except as otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings given to them in the Spinoff Agreement.
2. Assignment. Effective as of the Effective Date, TSI hereby assigns to C3A all of TSI's rights, title and interest, to the extent assignable, in and to the E&L Business and, effective as of the Effective Date, C3A accepts the assignment to it of all of TSI's right, title and interest in and to the E&L Business. Additionally, TSI will transfer to C3A the employees of TSI listed on Schedule A (the "Employees").
3. Assumption. As further consideration for the Assignment to it of the E&L Business, C3A hereby assumes and agrees to be responsible for, and to perform and timely pay and discharge, the liabilities of the E&L Business.
4. Amendment. This Agreement may only be amended or modified by a written instrument executed by the parties hereto.
5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives.

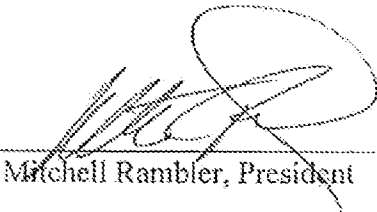
6. Construction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNOR:
DRS TECHNICAL SERVICES, INC.**

By: 

Mitchell Rambler, President

**ASSIGNEE:
DRS C3 & AVIATION COMPANY**

By: _____
Alan Dietrich, President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNOR:
DRS TECHNICAL SERVICES, INC.**

By: _____
Mitchell Rambler, President

**ASSIGNEE:
DRS C3 & AVIATION COMPANY**

By:  _____
Alan Dieffrich, President