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07-10-2000

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To the Honorable Commissioner of Patents and Trade

101398777

ts or copy thereof:

1. Name of conveying party(ies):

Eagle-Picher Industries, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other: Collateral Lien Release

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other: Acquisition of Assets

Execution Date: 5/30/00

2. Name and address of receiving party(ies):

Name: Longwood Engineered Products, Inc.

Address: 325 Columbia Turnpike

City: Florham Park State: New Jersey ZIP: 07932

Additional name(s) and address(es) attached? [] Yes [X] No

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State: Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

[] Yes [] No

(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? [] Yes [] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration Nos.

395,057, 793,038, 1,221,728

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Fadia R. Hindi, Esq.

Address Lowenstein Sandler PC, 65 Livingston Avenue

City Roseland State New Jersey ZIP 07068

6. Total number of applications and registrations involved: Three

7. Total fee (37 CFR 3.41)- -----\$120.00 E

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/06/2000 DNGUYEN 00000152 395057

01 FC:481, 02 FC:482

40.00 DP, 50.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing: Fadia R. Hindi, Signature: Fadia R. Hindi, Date: _____

Total number of pages including cover sheet _____

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

06/05/2000Hz#m01!.doc

TRADEMARK REEL: 002097 FRAME: 0956

Refund Ref: 07/06/2000 DNGUYEN 0000095574

CHECK Refund Total: \$30.00

07/06/2000 7:18 PM OFFICE

QUIT CLAIM

Assignor: Eagle-Picher Industries, Inc.

Assignee: ABN AMRO Bank N.V., as Agent

DESCRIPTION OF RELEASED COLLATERAL

(a) Certain trademark collateral subject to that certain Trademark Collateral Agreement, dated as of February 24, 1998, made by Eagle-Picher Industries, Inc., as assignor, to ABN AMRO Bank N.V., as assignee (the "Trademark Collateral Agreement") is hereby released and assigned as follows:

Assignee hereby releases and assigns back to Assignor its security interest in all of the assets, tangible and intangible, of Assignor, transferred to Longwood Industries, Inc., a New Jersey corporation, ("Purchaser") or its affiliate, pursuant to that certain Purchase Agreement (the "Agreement"), dated May 5, 2000, by and among Purchaser, Assignor, Eagle-Picher Industries Europe B.V., Eagle-Picher Wolverine GmbH and Eagle Picher Rubber Molding, S.A. regarding Eagle-Picher Rubber Molding (the "Transferred Assets"), including, without limitation: (i) each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application and (ii) all proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(b) The Assignee, for itself and its successors and assigns, further covenants and agrees that it will at any time and from time to time, at the reasonable request of the Assignor, its successors or assigns, do, execute and deliver, or cause to be done, executed or delivered, all such further acts, transfers, assignments and conveyances, reasonably required to convey unto Assignor, its successors or assigns, full title, right and interest in or to the Transferred Assets..

(c) **THIS IS A PARTIAL RELEASE AND ASSIGNMENT ONLY; EXCEPT AS TO THE COLLATERAL SPECIFICALLY RELEASED AND ASSIGNED HEREBY, THE SECURITY INTEREST PERFECTED BY THE TRADEMARK COLLATERAL AGREEMENT CONTINUES IN FULL FORCE AND EFFECT TO THE SAME EXTENT AS IF THIS STATEMENT HAD NOT BEEN FILED.**

Dated May 30, 2000

ABN AMRO BANK, N.V., as Agent

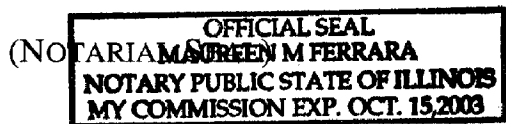
By: Gregory D. Amoruso
Name: Gregory D. Amoruso
Title: Senior Vice President

By: Joseph McManus
Name: Joseph McManus
Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maureen M. Ferrara, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GREG AMORASO and JOSEPH McMAHUS, a SENIOR VICE PRESIDENT and a VICE PRESIDENT, respectively, of ABN AMRO Bank N.V., a bank organized under the laws of The Netherlands, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SENIOR VICE PRESIDENT and VICE PRESIDENT, appeared before me this day in person and acknowledged that they each signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of May, 2000.



Maureen M. Ferrara
Notary Public

Maureen M. Ferrara
(Type or Print Name)

My Commission Expires: 10-15-03

**SCHEDULE A-1
TO QUIT CLAIM**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
ORCOTITE	395,057	5/12/42
ORTEX	793,038	7/20/65
ORCOMATIC	1,221,728	12/28/82

PENDING FEDERAL TRADEMARK APPLICATIONS

-- NONE KNOWN --

COMMON LAW MARKS AND TRADE NAMES

EAGLE-PICHER RUBBER MOLDING
RUBBER MOLDING

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	COUNTRY	REG. NO.	GRANTED
ORCO	CANADA	20,592	3/31/43
ORCOMATIC and DESIGN	GERMANY	1,030,779	3/12/82
ORCOMATIC	GREAT BRITAIN & N. IRELAND	1,155,941	3/2/81