

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/30/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P.
<b>Street Address:</b>	1 New York Plaza
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	1471838	ABSORB-O-SOX
Registration Number:	1886900	ALL GONE!
Registration Number:	1830754	AXIS
Registration Number:	1927873	CELATOM
Registration Number:	1927733	QUALISORB
Registration Number:	1473737	SOLID-A-SORB
Registration Number:	1214549	DIALOSE
Registration Number:	1967143	DIASORB
Registration Number:	2005259	PLAY BALL!
Registration Number:	0816429	PRE-CO-FLOC
Registration Number:	2838246	AXIS
Registration Number:	2777382	CELABRITE
Registration Number:	2870329	CELABLOC

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Registration Number:	2889804	CELABREW
Registration Number:	2674729	DIAFLAT
Registration Number:	0827748	MAN-GRO
Serial Number:	76595510	HILLSDALE TOOL DIVISION
Registration Number:	0953058	CAREFREE
Registration Number:	0670197	
Registration Number:	896288	EPISTATIC
Registration Number:	1124671	CAREFREE MAGNUM
Registration Number:	1106578	POWER TUBE
Registration Number:	1179937	KEEPER
Registration Number:	1157119	MAGNUM
Registration Number:	2560937	EXTENDED POWER
Registration Number:	0800364	ALUM-N
Registration Number:	1560900	FOAMET
Registration Number:	1559815	LAMISEAL
Registration Number:	0806370	NEO-CORK
Registration Number:	0819099	STEEL-N
Registration Number:	2191950	WOLVERINE GASKET

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: david.adler@weil.com, phyllis.eremitaggio@weil.com  
Correspondent Name: Weil, Gotshal & Manges c/o David Adler  
Address Line 1: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71606.0015
NAME OF SUBMITTER:	David G Adler
Signature:	/David G Adler/
Date:	01/18/2006

Total Attachments: 15  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 30, 2005, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to 7.10 (Additional Grantors) of the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Goldman Sachs Credit Partners L.P., as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Collateral Agent**").

### RECITALS:

**WHEREAS**, pursuant to the Second Lien Super-Priority Debtor in Possession and Exit Credit and Guaranty Agreement, dated as of December 30, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among EaglePicher Incorporated, a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code (the "**Borrower**"), the Lenders party thereto, Goldman Sachs Credit Partners L.P., as lead arranger and syndication agent for the Lenders party thereto and the Collateral Agent, as administrative and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, all the Grantors are party to a Second Lien Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

#### Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

#### Section 2. Grant of Security Interest in Trademark Collateral.

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**Section 3. Security Agreement.**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


EAGLEPICHER INCORPORATED,  
as Grantor

By:

  
Name: STUART B. GLEICHENHAUS  
Title: CHAIRMAN, PRESIDENT & C.E.O.

EAGLEPICHER FILTRATION & MINERALS,  
INC.,  
as Grantor

By:

  
Name: STUART B. GLEICHENHAUS  
Title: VICE PRESIDENT

EAGLEPICHER TECHNOLOGIES LLC,  
as Grantor

By:

Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Collateral Agent

By:

Name:  
Title:

[SIGNATURE PAGE TO 2ND LIEN TRADEMARK SECURITY AGREEMENT]

Dec 28 05 08:39a

NancyWestfall

620-848-3803

p.16

12/27/2005 23:00

+1-914-238-2871

\*A-C.M./C.M. [NYC]\*

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**IN WITNESS WHEREOF**, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**EAGLEPICHER INCORPORATED,**  
as Grantor

By: \_\_\_\_\_

Name:

Title:

**EAGLEPICHER FILTRATION & MINERALS, INC.,**  
as Grantor

By: \_\_\_\_\_

Name:

Title:

**EAGLEPICHER TECHNOLOGIES LLC,**  
as Grantor

By: \_\_\_\_\_

Name: *Steve Westfall*

Title: *President*

**ACCEPTED AND AGREED**  
As of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
As Collateral Agent

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO 2ND LIEN TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

EAGLEPICHER INCORPORATED,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

EAGLEPICHER FILTRATION & MINERALS,  
INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

EAGLEPICHER TECHNOLOGIES LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Collateral Agent

By: John Toronto  
Name: John Toronto  
Title: Authorized Signatory

[SIGNATURE PAGE TO 2ND LIEN TRADEMARK SECURITY AGREEMENT]



**SCHEDULE I  
TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

[INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY]

- A. REGISTERED TRADEMARKS of EAGLEPICHER INCORPORATED, EAGLEPICHER FILTRATION & MINERALS, INC., EAGLEPICHER AUTOMOTIVE, INC. and EAGLEPICHER TECHNOLOGIES LLC:

(see attached)

- B. TRADEMARK APPLICATIONS [Please confirm whether all applications are provided in attached]
- C. TRADEMARK LICENSES [Please provide]

**EAGLEPICHER FILTRATION & MINERALS, INC.**

**TRADEMARKS**

MARK	COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
ABSORB-O-SOX	United States 21965	649,103 03/12/1987	1,471,838 01/12/1988	CPD 11 Registered
	CLASS (ES): IN 1 OWNER: EaglePicher Filtration & Minerals, GOODS: Industrial absorbent material for spills and leaks around machinery			
ALL GONE!	United States 33616	74/516,235 04/25/1994	1,886,900 04/04/1995	CPD 12 Registered
	CLASS (ES): IN 5 OWNER: EaglePicher Filtration & Minerals, GOODS: Insecticide for home and garden use			
AXIS	United States 30931	74/329,846 11/09/1992	1,830,754 04/12/1994	CPD 11 Registered
	CLASS (ES): IN 1 OWNER: EaglePicher Filtration & Minerals, GOODS: Soil conditioner for domestic, agricultural and horticultural uses			
CELATOM	United States 34428	74/579,448 09/28/1994	1,927,873 10/17/1995	CPD 02 Registered
	CLASS (ES): IN1 OWNER: EaglePicher Filtration & Minerals, GOODS: Granular filter aids and absorbent floor drying compositions of diatomaceous earth and pearlite			
QUALISORB	United States 34401	74/566,657 08/29/1994	1,927,733 10/17/1995	CPD 14 Registered
	CLASS (ES): IN 3 OWNER: EaglePicher Filtration & Minerals, GOODS: Absorbant floor cleaning compound in granular form, for industrial use			

**TRADEMARK**

**REEL: 003229 FRAME: 0173**

MARK	COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
SOLID-A-SORB	United States 21964 CLASS(ES): IN 1 OWNER: EaglePicher Filtration & Minerals, GOODS: Absorbent material, namely, diatomaceous earth, for absorbing liquid industrial waste	649,102 03/12/1987	1,473,737 01/26/1988	CPD Registered
DIALOSE	United States 13790 CLASS(ES): IN 1 OWNER: EaglePicher Filtration & Minerals, GOODS: Chemicals-namely, a diatomaceous-earth containing fiber for coating filters to assist in the filtration of liquids	320,832 07/27/1981	1,214,549 11/02/1982	CPD Registered
DIASORB	United States 29834 CLASS(ES): IN 3 OWNER: EaglePicher Filtration & Minerals, GOODS: Absorbent floor cleaning compound in granular form, for industrial use	74,268,542 04/23/1992	1,967,143 04/09/1996	CPD 10 Registered
PLAY BALL	United States 35151 CLASS(ES): IN 1 OWNER: EaglePicher Filtration & Minerals, GOODS: Absorbent granular material for drying the surface of playgrounds and ball fields	74,651,396 03/24/1995	2,005,259 10/01/1996	CPD 16 Registered
PRE-CO-FLOC	United States 17781 CLASS(ES): IN 1 OWNER: EaglePicher Filtration & Minerals, GOODS: Cellulose flock used for filter aid and coating	232,991 11/19/1965	0,816,429 10/11/1966	CPD Registered

MARK	COUNTRY	DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
AXIS	United States	66131	76/521,669 06/11/2003	2,838,246 05/04/2004	MIN 22 Registered
	CLASS(ES): IN 1				
	OWNER: EaglePicher Filtration & Minerals,				
	GOODS: diatomaceous earth for use as soil conditioner for domestic and horticultural use				
CELA-BRITE	United States	50624	76/377,814 03/04/2002	2,777,382 10/28/2003	MIN 15 Registered
	CLASS(ES): IN 1				
	OWNER: EaglePicher Filtration & Minerals,				
	GOODS: Diatomaceous earth for use as a filler for plastics and as a flattening agent for paints				
CELABLOC	United States	66063	76/512,571 05/08/2003	2,870,329 08/03/2004	MIN 19 Registered
	CLASS(ES): IN 1				
	OWNER: EaglePicher Filtration & Minerals,				
	GOODS: diatomaceous earth for use in manufacturing plastic film for preventing the film from sticking to itself				
CELABREW	United States	65421	76/453,173 09/26/2002	2,889,804 09/28/2004	MIN 17 Registered
	CLASS(ES): IN 1				
	OWNER: EaglePicher Filtration & Minerals,				
	GOODS: granular mineral substances for use as filtering aids in the brewing industry				
DIAFLAT	United States	50625	76/377,811 03/04/2002	2,674,729 01/14/2003	MIN 11 Registered
	CLASS(ES): IN 1				
	OWNER: EaglePicher Filtration & Minerals,				
	GOODS: additives for use in the manufacture of paints, namely, diatomaceous earth used as a filler and as a flattening agent for paints				
MAN-GRO	United States	05440	246,163 05/20/1966	0,827,748 04/25/1967	MIN Registered
	CLASS(ES): IN10				

OWNER: Eagle Picher Incorporated  
GOODS: Fertilizer additive

**EAGLEPICHER AUTOMOTIVE, INC.**

**TRADEMARKS**

MARK	COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
HILLSDALE TOOL DIVISION	United States 67709	76/595,510 06/03/2004		EPH 43 Filed

CLASS(ES): IN 12  
OWNER: EaglePicher Automotive, Inc.  
GOODS: Automotive parts, namely, engine parts, brake parts, transmission parts, drive shafts, steering mechanisms, vibration dampers.

EAGLEPICHER TECHNOLOGOES LLC

TRADEMARKS

MARK	COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
CAREFREE	United States 08212 CLASS(ES): IN9 OWNER: Eagle Picher Incorporated GOODS: Lead acid storage batteries and battery chargers	398,577 07/28/1971	0,953,058 02/13/1973	EPE 41 Registered
MULTIFILM	United States 20008 CLASS(ES): IN23 OWNER: Eagle-Picher Industries, Inc. GOODS: Sleeve type bearings	46,889 03/03/1958	0,670,197 11/25/1958	EPI Registered
EPISTATIC	United States 07201 CLASS(ES): IN 1 OWNER: Eagle Picher Incorporated GOODS: Lead compounds used as plastic stabilizers	72/339,163 09/29/1969	896,288 08/11/1970	EPE 32 Registered
CAREFREE MAGNUM	United States 12158 CLASS(ES): IN9 OWNER: Eagle Picher Incorporated GOODS: Electric batteries	188,381 10/06/1978	1,124,671 09/04/1979	EPE Registered

TRADEMARK

REEL: 003229 FRAME: 0178

MARK	COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
POWER TUBE DESIGN	United States 11767	156,818 01/30/1978	1,106,578 11/21/1978	EPE Registered
	CLASS(ES): IN9 OWNER: Eagle Picher Incorporated GOODS: Electric batteries			
KEEPER & Design	United States 13310	271,017 07/21/1980	1,179,937 12/01/1981	EPE 25 Registered
	CLASS(ES): IN9 OWNER: Eagle-Picher Industries, Inc. GOODS: Electric batteries			
MAGNUM	United States 12730	223,282 07/13/1979	1,157,119 06/09/1981	EPE 80 Registered
	CLASS(ES): IN 9 OWNER: Eagle Picher Incorporated GOODS: High current rate, low impedance electric storage batteries for vehicular, industrial and aircraft use			
EXTENDED POWER	United States 43754	75/762,487 07/28/1999	2,560,937 04/16/2002	EPTD 33 Registered
	CLASS(ES): IN 7 OWNER: Eagle Picher Incorporated GOODS: electrical generators adapted to replace grid power			



**EAGLE-PICHER INCORPORATED (WOLVERINE GASKET DIVISION)**

**TRADEMARKS**

MARK	COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
ALUM-N	United States 03682 CLASS(ES): IN35 OWNER: Eagle Picher Incorporated GOODS: Gaskets and gasket materials	212,620 02/23/1965	0,800,364 12/14/1965	EPW 72 Registered
FOAMET	United States 23814 CLASS(ES): IN 17 OWNER: Eagle Picher Incorporated GOODS: Laminated gasket materials for automotive use and for use in further manufacture	745,366 08/11/1988	1,560,900 10/17/1989	EPW 33 Registered
LAMISEAL	United States 23810 CLASS(ES): IN 17 OWNER: Eagle Picher Incorporated GOODS: Laminated gasket materials for automotive use and for use in further manufacture	745,355 08/11/1988	1,559,815 10/10/1989	EPW 31 Registered
NEO-CORK	United States 08687 CLASS(ES): IN 35 OWNER: Eagle Picher Incorporated GOODS: Sheet packing and gasket material comprising synthetic rubber and cork and gaskets cut from such sheet packing material	214,939 03/24/1965	0,806,370 03/29/1966	EPW Registered
STEEL-N	United States 08680 CLASS(ES): IN 35 OWNER: Eagle Picher Incorporated GOODS: Gasket material and gaskets	232,749 11/15/1965	0,819,099 11/22/1966	EPW 73 Registered

**TRADEMARK**

**REEL: 003229 FRAME: 0180**

MARK

WOLVERINE GASKET

COUNTRY  
DOCKET NO.

United States  
38767

CLASS(ES): IN12

OWNER: Eagle Picher Incorporated

GOODS: Gaskets, metal shims and vibration absorbing material for use in the automotive industry

SERIAL NO.  
FILE DATE

75/264,947  
03/27/1997

REG. NO.  
REG. DATE

2,191,950  
09/29/1998

CODE/MATTER  
STATUS

EPW 61  
Registered