

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New EaglePicher Corporation		07/31/2006	CORPORATION:
Hillsdale Automotive, LLC		07/31/2006	LIMITED LIABILITY COMPANY:
EaglePicher Filtration & Minerals, LLC		07/31/2006	LIMITED LIABILITY COMPANY:
New EaglePicher Technologies, LLC		07/31/2006	LIMITED LIABILITY COMPANY:
Wolverine Advanced Materials, LLC		07/31/2006	LIMITED LIABILITY COMPANY:
EaglePicher Management Company		07/31/2006	COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1471838	ABSORB-O-SOX
Registration Number:	1886900	ALL GONE!
Registration Number:	1830754	AXIS
Registration Number:	1927873	CELATOM
Serial Number:	78418158	EAGLEPICHER
Serial Number:	78418161	EAGLEPICHER
Serial Number:	78976004	EAGLEPICHER

CH \$890.00 1471838

Serial Number:	78824649	NXT
Registration Number:	1927733	QUALISORB
Registration Number:	1473737	SOLID-A-SORB
Registration Number:	1214549	DIALOSE
Registration Number:	2005259	PLAY BALL!
Registration Number:	0816429	PRE-CO-FLOC
Registration Number:	2838246	AXIS
Registration Number:	2777382	CELABRITE
Registration Number:	2870329	CELABLOC
Registration Number:	2889804	CELABREW
Registration Number:	2674729	DIAFLAT
Serial Number:	76595510	HILLSDALE TOOL DIVISION
Registration Number:	0953058	CAREFREE
Serial Number:	78469066	ENERGY PRO
Registration Number:	0896288	EPISTATIC
Registration Number:	1124671	CAREFREE MAGNUM
Registration Number:	1106578	POWER TUBE
Registration Number:	1179937	KEEPER
Registration Number:	1157119	MAGNUM
Serial Number:	78452060	2 SHIM TECHNOLOGY
Registration Number:	0800364	ALUM-N
Serial Number:	76651774	DC SHIM
Registration Number:	1560900	FOAMET
Registration Number:	1559815	LAMISEAL
Serial Number:	76648375	NSV
Serial Number:	76651757	QUIETPATH
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.depaola@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:	08/07/2006

Total Attachments: 16

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2006, by each of the entities listed on the signature pages hereof [or that becomes a party hereto pursuant to Section 7.10 (*Additional Grantors*) of the Security Agreement referred to below] (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, 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 Amended and Restated First Lien Credit and Guaranty Agreement, dated as of July 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, certain Subsidiaries of the Borrower, Eaglepicher Incorporated, as Existing Borrower, certain subsidiaries of Existing Borrower, as Existing Guarantors, the Lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as lead arranger, sole book runner and syndication agent for the Lenders, the Collateral Agent and CapitalSource Finance LLC, as documentation agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a First 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 Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.


Very truly yours,

NEW EAGLEPICHER CORPORATION
as Grantor

By: 
Name: David L. Treadwell
Title: President and CEO

HILLSDALE AUTOMOTIVE, LLC;
EAGLEPICHER FILTRATION & MINERALS,
LLC;
NEW EAGLEPICHER TECHNOLOGIES,
LLC;
WOLVERINE ADVANCED MATERIALS,
LLC
as Grantors

By: **EAGLEPICHER MANAGEMENT**
COMPANY

By: 
Name: David L. Treadwell
Title: President and CEO

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: Donald Cavanagh
Name: Donald Cavanagh
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003363 FRAME: 0479

FORMER
EAGLEPICHER FILTRATION & MINERALS, INC.
TRADEMARKS

NEWYORK/55700.6
15782.00104

TRADEMARK
REEL: 003363 FRAME: 0480

MARK	COUNTRY/ CLASS/GOODS	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE	CODE MATTER STATUS	POST-EXIT OWNER
ABSORB-O-SOX	United States CLASS(ES): IN 1 GOODS: Industrial absorbent material for spills and leaks around machinery	73/649,103 03/12/1987	1,471,838 01/12/1988	CPD Registered	EaglePicher Filtration & Minerals, LLC
ALL GONE!	United States CLASS(ES): IN 5 GOODS: Insecticide for home and garden use	74/516,235 04/25/1994	1,886,900 04/04/1995	CPD 12 Registered	EaglePicher Filtration & Minerals, LLC
AXIS	United States CLASS(ES): IN 1 GOODS: Soil conditioner for domestic, agricultural and horticultural uses	74/329,846 11/09/1992	1,830,754 04/12/1994	CPD 11 Registered	EaglePicher Filtration & Minerals, LLC
CELATOM	United States CLASS(ES): IN1 GOODS: Granular filter aids and absorbent floor drying compositions of diatomaceous earth and perlite	74/579,448 09/28/1994	1,927,873 10/17/1995	CPD 02 Registered	EaglePicher Filtration & Minerals, LLC
EAGLEPICHER	United States CLASS: IN1 GOODS: Absorbing diatomite for general industrial use; soil conditioners for domestic, agricultural, and horticultural use; granular filter aids and absorbent floor drying compositions of diatomaceous earth and perlite; soil additives and amendments; chemicals, namely, diatomaceous earth materials for coating filters to assist in the filtration of liquids and for use as a filler for plastics and silicone rubber; absorbent chemical compositions in the form of granular materials for drying surfaces; cellulose flock	78/418,158 5/13/2004		Filed	New EaglePicher Corporation

MARK	COUNTRY/ CLASS/GOODS	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE	CODE MATTER STATUS	POST-EXIT OWNER
	used for filter aids; lead compounds used as plastic stabilizers; diatomaceous earth for use in manufacturing plastic foam; vehicle additives for use in the manufacture of paints; mold release compounds for use in a wide variety of industries; drilling muds for use in oil well drilling; catalysts for use in the manufacture of chemicals, rubber and for use in the oil processing industry; and, chemical additives for the manufacture of a wide variety of goods	78/418,161 5/13/2004		Allowed 3/22/2005	New EaglePicher Corporation
EAGLEPICHER	United States CLASS(ES): IN 2, 5, and 19 GOODS: Basic lead sulfate, a white pigment commonly used as a paint constitute, in Class 2; Insecticides for agricultural and domestic use; dental impression materials, in Class 5; and Floor tile backing, in Class 19				
	United States CLASS: 3 GOODS: Floor cleaning preparations with absorbent features...	78/976,004		Filed	New EaglePicher Corporation
EAGLEPICHER					
	United States CLASS: 1 GOODS: absorbent and coagulant/filtration media used in the removal of arsenic from potable water	78/824,649 2/27/2006		Filed/Pending	EaglePicher Filtration & Minerals, LLC
NXT					
	United States CLASS(ES): IN 3 GOODS: Absorbant floor cleaning compound in granular form, for industrial use	74/566,657 08/29/1994	1,927,733 10/17/1995	CPD 14 Registered	EaglePicher Filtration & Minerals, LLC
QUALISORB					

MARK	COUNTRY/ CLASS/GOODS	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE	CODE MATTER STATUS	POST-EXIT OWNER
SOLID-A-SORB	United States CLASS(ES): IN 1 GOODS: Absorbent material, namely, diatomaceous earth, for absorbing liquid industrial waste	73/649,102 03/12/1987	1,473,737 01/26/1988	CPD Registered	EaglePicher Filtration & Minerals, LLC
DIALOSE	United States CLASS(ES): IN 1 GOODS: Chemicals-namely, a diatomaceous- earth containing fiber for coating filters to assist in the filtration of liquids	73/320,832 07/27/1981	1,214,549 11/02/1982	CPD Registered	EaglePicher Filtration & Minerals, LLC
PLAY BALL!	United States CLASS(ES): IN 1 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	EaglePicher Filtration & Minerals, LLC
PRE-CO-FLOC	United States CLASS(ES): IN1 GOODS: Cellulose flock used for filter aid and coating	72/232,991 11/19/1965	0,816,429 10/11/1966	CPD Registered	EaglePicher Filtration & Minerals, LLC
AXIS	United States CLASS(ES): IN 1 GOODS: diatomaceous earth for use as soil conditioner for domestic and horticultural use	76/521,669 06/11/2003	2,838,246 05/04/2004	MIN 22 Registered	EaglePicher Filtration & Minerals, LLC

NEWYORK/55700.6
15782.00104

MARK	COUNTRY/ CLASS/GOODS	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE	CODE MATTER STATUS	POST-EXIT OWNER
CELA-BRITE	United States CLASS(ES): IN 1 GOODS: Diatomaceous earth for use as a filler for plastics and as a flattening agent for paints	76/377,814 03/04/2002	2,777,382 10/28/2003	MIN 15 Registered	EaglePicher Filtration & Minerals, LLC
CELABLOC	United States CLASS(ES): IN 1 GOODS: diatomaceous earth for use in manufacturing plastic film for preventing the film from sticking to itself	76/512,571 05/08/2003	2,870,329 08/03/2004	MIN 19 Registered	EaglePicher Filtration & Minerals, LLC
CELABREW	United States CLASS(ES): IN 1 GOODS: granular mineral substances for use as filtering aids in the brewing industry	76/453,173 09/26/2002	2,889,804 09/28/2004	MIN 17 Registered	EaglePicher Filtration & Minerals, LLC
DIAFLAT	United States CLASS(ES): IN 1 GOODS: additives for use in the manufacture of paints, namely, diatomaceous earth used as a filler and as a flattening agent for paints	76/377,811 03/04/2002	2,674,729 01/14/2003	MIN 11 Registered	EaglePicher Filtration & Minerals, LLC

NEWYORK/55700.6
15782.00104

**FORMER
EAGLE PITCHER AUTOMOTIVE, INC.
TRADEMARKS**

**TRADEMARK
REEL: 003363 FRAME: 0485**

SANFRANCISCO/179490.5
DRAFT_04/17/06
NY2:A1668435\02\ZRDF021.DOC\71606.0015

MARK
HILLSDALE TOOL
DIVISION

COUNTRY/
CLASS/GOODS

United States
CLASS(ES): IN12, 7
GOODS: 12 - Automotive parts, namely, pumps,
namely transmission pumps, transverse case pumps,
crank shaft isolators, and linear dampers,
transmission supports; transmission parts, namely,
races, gear blanks, yolks, drive shafts, steering units
for land vehicles;
7 - Automotive parts, namely, engine parts, namely
shaft dampers, connecting rods, engine covers, intake
manifolds; brackets, namely, mounting brackets and
compressor brackets, cam shaft dampers and fly
wheels for land vehicles.

SERIAL NO./
FILE DATE
76/595,510
06/03/2004

REG. NO./
REG. DATE

CODE
MATTER
STATUS
EPH 43
Filed

POST-EXIT OWNER
Hillsdale Automotive, LLC

FORMER
EAGLEPICHER TECHNOLOGIES LLC
TRADEMARKS

TRADEMARK
REEL: 003363 FRAME: 0487

NEWYORK/55700.6
15782.00104

MARK	COUNTRY/ CLASS/GOODS	SERIAL NO./ FILE DATE	REG.NO./ REG.DATE	CODE MATTER STATUS	POST-EXIT OWNER
CAREFREE	United States CLASS(ES): IN9 GOODS: Lead acid storage batteries and battery chargers	398,577 07/28/1971	0,953,058 02/13/1973	EPE 41 Registered	New EaglePicher Technologies, LLC
ENERGY PRO	United States CLASS: 9 GOODS: Battery Chargers	78/469,066 8/17/2004		Allowed 10/4/2005	New EaglePicher Technologies, LLC
EPISTATIC	United States CLASS(ES): IN 1 GOODS: Lead compounds used as plastic stabilizers	72/339,163 09/29/1969	0,896,288 08/11/1970	EPE 32 Registered	New EaglePicher Technologies, LLC
CAREFREE MAGNUM	United States CLASS(ES): IN9 GOODS: Electric batteries	73/188,381 10/06/1978	1,124,671 09/04/1979	EPE Registered	New EaglePicher Technologies, LLC
POWER TUBE (Stylized)	United States CLASS(ES): IN9 GOODS: Electric batteries	73/156,818 01/30/1978	1,106,578 11/21/1978	EPE Registered	New EaglePicher Technologies, LLC
KEEPER & Design	United States CLASS(ES): IN9 GOODS: Electric batteries	73/271,017 07/21/1980	1,179,937 12/01/1981	EPE 25 Registered	New EaglePicher Technologies, LLC
MAGNUM	United States CLASS(ES): IN 9 GOODS: High current rate, low impedance electric storage batteries for vehicular, industrial and aircraft use	73/223,282 07/13/1979	1,157,119 06/09/1981	EPE 80 Registered	New EaglePicher Technologies, LLC

FORMER
EAGLE-PICHER INCORPORATED (WOLVERINE GASKET DIVISION)
TRADEMARKS

NEWYORK/55700.6
15782.00104

TRADEMARK
REEL: 003363 FRAME: 0489

MARK	COUNTRY/ CLASS/GOODS	SERIAL NO./ FILE DATE	REG.NO. REG. DATE	CODE/MATTER STATUS	POST-EXIT OWNER
2 SHIM TECHNOLOGY (stylized)	United States CLASS: IN 12 GOODS: Vehicle parts, namely, brake insulators	78/452,060 7/16/2004		Allowed	Wolverine Advanced Materials, LLC
ALUM-N	United States CLASS(ES): IN35 GOODS: Gaskets and gasket materials	72/212,620 02/23/1965	0,800,364 12/14/1965	EPW 72 Registered	Wolverine Advanced Materials, LLC
DC SHIM	United States CLASS: IN7 GOODS: Metal shims for brake shoes	76/651,774 12/13/2005		Filed	Wolverine Advanced Materials, LLC
FOAMET	United States CLASS(ES): IN17 GOODS: Laminated gasket materials for automotive use and for use in further manufacture	73/745,366 08/11/1988	1,560,900 10/17/1989	EPW 33 Registered	Wolverine Advanced Materials, LLC
LAMISEAL	United States CLASS(ES): IN17 GOODS: Laminated gasket materials for automotive use and for use in further manufacture	73/745,355 08/11/1988	1,559,815 10/10/1989	EPW 31 Registered	Wolverine Advanced Materials, LLC
NSV	United States CLASS: 17 GOODS: Vibration absorbing material used in electronic equipment	76/648,375 10/13/2005		Filed	Wolverine Advanced Materials, LLC
QUIETPATH	United States CLASS: IN7 GOODS: Metal shims for brake shoes	76/651,757 12/13/2005		Filed	Wolverine Advanced Materials, LLC

MARK	COUNTRY/ CLASS/GOODS	SERIAL NO./ FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS	POST-EXIT OWNER
STEEL-N	United States CLASS(ES): IN35 GOODS: Gasket material and gaskets	72/232,749 11/15/1965	0,819,099 11/22/1966	EPW 73 Registered	Wolverine Advanced Materials, LLC
WOLVERINE GASKET	United States CLASS(ES): IN12 GOODS: Gaskets, metal shims and vibration absorbing material for use in the automotive industry	75/264,947 03/27/1997	2,191,950 09/29/1998	EPW 61 Registered	Wolverine Advanced Materials, LLC