

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
EaglePicher Incorporated		07/27/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Wolverine Advanced Materials, LLC
Street Address:	2424 John Daly Road
City:	Inkster
State/Country:	MICHIGAN
Postal Code:	48141
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0800364	ALUM-N
Registration Number:	1560900	FOAMET
Registration Number:	1559815	LAMISEAL
Registration Number:	0819099	STEEL-N
Registration Number:	2191950	WOLVERINE GASKET
Serial Number:	76651774	DC SHIM
Serial Number:	76648375	NSV
Serial Number:	76651757	QUIETPATH
Serial Number:	78452060	2 SHIM TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (415)393-9887
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415.954.0200
 Email: trademark@ssd.com

CH \$240.00 0800364

Correspondent Name: Francesca Crisera, Esq.
Address Line 1: One Maritime Plaza, Suite 300
Address Line 2: Squire, Sanders & Dempsey, L.L.P.
Address Line 4: San Francisco, CALIFORNIA 94111-3492

ATTORNEY DOCKET NUMBER: 87812.1

NAME OF SUBMITTER: Francesca Crisera

Signature: /Francesca Crisera/

Date: 08/30/2006

Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") shall be effective as of July 31, 2006 (the "**Effective Date**") by and between **EaglePicher Incorporated**, an Ohio corporation, with its principal place of business at 2424 John Daly Road, Inkster, Michigan 48141 ("**Assignor**"), and **Wolverine Advanced Materials, LLC**, a Delaware limited liability company, with its principal place of business at 2424 John Daly Road, Inkster, Michigan 48141 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the owner of certain intellectual property listed in **Exhibit A**;

WHEREAS, pursuant to that certain Asset Sale and Purchase Agreement between Assignor and Assignee dated as of the Effective Date, Assignor has agreed to assign and has assigned to Assignee certain intellectual property, including the specific intellectual property set forth in **Exhibit A**, along with any and all goodwill relating thereto (the "**IP**"); and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor's assignment of its rights in and to the IP pursuant to the Asset Sale and Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the IP, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives. Assignee hereby accepts the foregoing assignment.
- 2. Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.
- 3. Power of Attorney.** Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or

recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with chapter 11 of title 11 of the United States Code, to the extent applicable, and the laws of the State of New York applicable to agreements made and to be performed entirely within such state, including all matters of construction, validity and performance.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument.

6. **Bankruptcy Exemptions.** Because this Agreement has been authorized pursuant to Order of the United States Bankruptcy Court for the Southern District of Ohio relating to a plan of reorganization of Assignor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

EaglePicher Incorporated

By: Stuart B. Gleichenhaus

Name: Stuart B. Gleichenhaus

Title: Chairman, President and CEO

Date: 7/27/06

Wolverine Advanced Materials, LLC

By: David L. Treadwell

Name: David L. Treadwell

Title: President and CEO

Date: 7/27/06

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 27th day of July in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared the above-named EaglePicher Incorporated, an Ohio corporation, by STUART B. HEICHENHAUS, its Chairman, President & CEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

George J. Smith
Notary Public

GEORGE J. SMITH
Notary Public, State of New York
No. 01SM6017873
Qualified in New York County
Commission Expires Dec. 21, 2006

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 27th day of July in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared the above-named Wolverine Advanced Materials, LLC, a Delaware limited liability company, by David L. Treadwell, its President and CEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

George J. Smith
Notary Public

GEORGE J. SMITH
Notary Public, State of New York
No. 01SM6017873
Qualified in New York County
Commission Expires Dec. 21, 2006

EXHIBIT A
INTELLECTUAL PROPERTY

TRADEMARKS

MARK	COUNTRY	REG./SER. NUMBER
FOAMET	Brazil	826472524
ALUM-N	Brazil	826472516
STEEL-N	Brazil	826472532
WOLVERINE GASKET	Brazil	826936156
WOLVERINE GASKET	Canada	645525
STEEL-N	Canada	644994
ALUM-N	Canada	645049
FOAMET	Canada	644849
WOLVERINE	Germany	39718498
FOAMET	India	1296349
STEEL-N	India	1296351
WOLVERINE GASKET	India	1316299
ALUM-N	India	1296350
ALUM-N	Mexico	841571
FOAMET	Mexico	866360
STEEL-N	Mexico	841570
WOLVERINE GASKET	Mexico	897591
WOLVERINE GASKET	Taiwan	093045504
FOAMET	Taiwan	1159996
ALUM-N	Taiwan	1174661
STEEL-N	Taiwan	1165335
FOAMET	Thailand	551179
ALUM-N	Thailand	213608
STEEL-N	Thailand	217528
WOLVERINE GASKET	Thailand	568546
ALUM-N	United States	0,800,364
DC SHIM	United States	76/651,774
FOAMET	United States	1,560,900
LAMISEAL	United States	1,559,815
NSV	United States	76/648,375
QUIETPATH	United States	76/651,757
2 SHIM TECHNOLOGY (stylized)	United States	78/452,060
STEEL-N	United States	0,819,099
WOLVERINE GASKET	United States	2,191,950
WOLVERINE GASKET	Community Trademark	004055182
STEEL-N	Community Trademark	003750429
ALUM-N	Community Trademark	003750452
FOAMET	Community Trademark	003750817
ALUM-N	International Registration	828288

FOAMET	International Registration	828286
WOLVERINE GASKET	International Registration	847011
STEEL-N	International Registration	828287
WOLVERINE	International Registration	692959

PATENTS

TITLE	COUNTRY	PATENT/SER. NUMBER
Markle, Richard A. Heat Curable Solventless Liquid Prepolymer And Novel Monomer Prepared From N-2 (Hydroxyalkyl Phtalimide)	Canada	1,229,090
Shemer, Steve; Sheikh, Ayaz Chrome brake noise insulator shim	United States	29/214,982