

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EaglePicher Incorporated		07/27/2006	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New EaglePicher Corporation		
<b>Street Address:</b>	2424 John Daly Road		
<b>City:</b>	Inkster		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48141		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78418158	EAGLEPICHER	
<b>Serial Number:</b>	78418161	EAGLEPICHER	
<b>Serial Number:</b>	78976004	EAGLEPICHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415.954.0200		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Francesca Crisera, Esq.		
<b>Address Line 1:</b>	One Maritime Plaza, Suite 300		
<b>Address Line 2:</b>	Squire, Sanders & Dempsey, L.L.P.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3492		
<b>ATTORNEY DOCKET NUMBER:</b>	87812.1		
<b>NAME OF SUBMITTER:</b>	Francesca Crisera		

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Signature:	/Francesca Crisera/
Date:	08/30/2006
<b>Total Attachments: 5</b> source=EP Inc to New EP Corp#page1.tif source=EP Inc to New EP Corp#page2.tif source=EP Inc to New EP Corp#page3.tif source=EP Inc to New EP Corp#page4.tif source=EP Inc to New EP Corp#page5.tif	

## 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 **New EaglePicher Corporation**, a Delaware corporation, 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**, Assignor is a debtor-in-possession pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") under the administratively consolidated cases styled EaglePicher Holdings, Inc., *et al.*, Case No. 05-12601, filed on April 11, 2005 and presently pending in the United States Bankruptcy Court for the Southern District of Ohio, Western Division (the "Bankruptcy Court");

**WHEREAS**, Assignor proposes to make certain sales, transfers, assignments, conveyances and assumptions, including those sales, transfers, assignments, conveyances and assumptions contemplated herein, in accordance with the Debtors' Second Amended Joint Plan of Reorganization dated May 31, 2006 ("Plan of Reorganization") confirmed by the order of the Bankruptcy Court entered on June 28, 2006 (the "Confirmation Order");

**WHEREAS**, Assignor, pursuant to the Plan of Reorganization and Confirmation Order, is authorized to sell and assign assets outside of the ordinary course of business in accordance with sections 363 and 365 of the Bankruptcy Code; and

**WHEREAS**, Assignor desires to sell, assign, transfer and convey 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");

**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 the Bankruptcy 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 all of 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: Strat B. Gleichenhaus

Name: Strat B. Gleichenhaus

Title: Chairman, President and CEO

Date: 7/27/06

**New EaglePicher Corporation**

By: [Signature]

Name: David L. Treadwell

Title: President and CEO

Date: 7/27/06



**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

**TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG./SER. NUMBER</b>
EAGLE-PICHER	Benelux	056507
EAGLE-PICHER CAREFREE	Canada	229828
EAGLE-PICHER	France	1469543
EAGLEPICHER	United States	78/418,158
EAGLEPICHER	United States	78/418,161
EAGLEPICHER	United States	78/976,004