

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EaglePicher Incorporated		07/27/2006	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	New EaglePicher Technologies, LLC
Street Address:	C and Porter Streets
City:	Joplin
State/Country:	MISSOURI
Postal Code:	64802
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	0953058	CAREFREE
Registration Number:	0896288	EPISTATIC
Registration Number:	1124671	CAREFREE MAGNUM
Registration Number:	1106578	POWER TUBE
Registration Number:	1179937	KEEPER
Registration Number:	1157119	MAGNUM
Serial Number:	78469066	ENERGY PRO

CORRESPONDENCE DATA	
Fax Number:	(415)393-9887
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415.954.0200
Email:	trademark@ssd.com
Correspondent Name:	Francesca Crisera, Esq.
Address Line 1:	One Maritime Plaza, Suite 300
Address Line 2:	Squire, Sanders & Dempsey, L.L.P.

CH \$190.00 0953058

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: 7

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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 **New EaglePicher Technologies, LLC**, a Delaware limited liability company, with its principal place of business at "C" and Porter Streets, Joplin, Missouri 64802 ("**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: Stuart B. Gleichman

Name: Stuart B. Gleichman

Title: Chairman, President and CEO

Date: 7/27/06

**New EaglePicher Technologies,
LLC**

By: David L. Treadwell

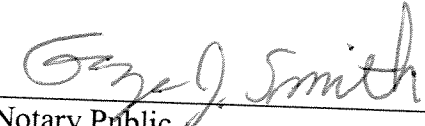
Name: David L. Treadwell

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. Gleichman, 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.

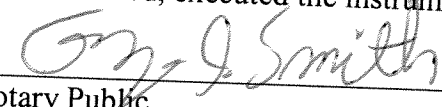


Notary Public

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 New EaglePicher Technologies, 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.



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
HE AND DESIGN	India	764973
HE AND DESIGN	Mexico	564212
HE AND DESIGN	Canada	496440
ENERGY PRO	Canada	1,227,477
ENERGY PRO	China	4277542
CAREFREE	United States	0,953,058
ENERGY PRO	United States	78/469,066
EPISTATIC	United States	0,896,288
CAREFREE MAGNUM	United States	1,124,671
POWER TUBE (Stylized)	United States	1,106,578
KEEPER & Design	United States	1,179,937
MAGNUM	United States	1,157,119
HE AND DESIGN	Community Trademark	578179

PATENTS

PATENT	COUNTRY	REG./SER. NUMBER
Carr, Dennis D. Support Assembly For Cells Of A Second Battery	Canada	1,263,438
Cupp, Earl B. Improved Lithium Alloy Anode For Thermal Cells	Canada	1,266,880
Wheeler, James R.; Girard, Steven L.; Richardson, Randal C. Method And Apparatus for Cooling Or Heating Battery Cells During Electrical Testing	France	9305388
Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	Great Britain	2313950B
Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	India	1565/DEL/1995

Potts, Thomas M. Purified Tetraethoxysilane And Method Of Purifying	Japan	518981/97
Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	Mexico	193272
Wheeler, James R.; Girard, Steven L.; Richardson, Randal C. Method and Apparatus for Cooling Or Heating Battery Cells During Electrical Testing	Netherlands	194816
Wheeler, James R.; Girard, Steven L.; Richardson, Randal C. Method And Apparatus for Cooling Or Heating Battery Cells During Electrical Testing	United States	5,257,463
Repplinger, Ronald S.; Coates, Dwayne K. Nonwoven Electrode Construction	United States	5,518,833
Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	United States	5,464,701
Rey, Gonzalo C. Battery	United States	D367,255
Lee, John T. M. Portable Vessel For The Safe Storage Of Explosives	United States	4,979,632
Potts, Thomas M. Purified Tetraethoxysilane And Method Of Purifying	United States	5,840,953
Coates, Dwayne K.; Chaipetti, Dennis P. Process Of Forming a Nickel Electrode	United States	6,193,871
Davidson, Chris R. Temperature Compensated Battery Charger System	United States	6,016,048
Grizzle, Joseph H., Jr.; Whitman, Donald R.; Harmon, Thomas R. Electical Power Generator	United States	6,376,944
Miller, David L.	United States	6,756,766

Autoclavable Battery Pack		
Morse, Elliott M.	United States	4,894,299
Cell Having A Dome-Shaped Solid Ceramic Electrolyte		