

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 Automotive, Inc.		07/27/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Hillsdale Automotive, LLC		
Street Address:	2424 John Daly Road		
City:	Inkster		
State/Country:	MICHIGAN		
Postal Code:	48141		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76595510	HILLSDALE TOOL DIVISION	
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.		
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		

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Total Attachments: 5

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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 Automotive, Inc.**, a Michigan corporation, with its principal place of business at 2424 John Daly Road, Inkster, Michigan 48141 ("**Assignor**"), and **Hillsdale Automotive, 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

recording 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 AUTOMOTIVE, INC.

By: Stuart B. Gleichenhau

Name: Stuart B. Gleichenhau

Title: Vice President

Date: 7/27/06

**HILLSDALE AUTOMOTIVE,
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 Automotive, Inc., a Michigan corporation, by Stuart B. Gleichenhaus its Vice President, 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 23rd day of July in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared the above-named Hillsdale Automotive, 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
HILLSDALE TOOL DIVISION	United States	76/595,510

PATENTS

TITLE	COUNTRY	PATENT/SER. NUMBER
Manzoor, S.; Zabonick, J. System & method for facilitating the design of a vibration control device	United States	10/907,013
Manzoor, S.; Christenson, B. Torsional vibration damper	United States	11/425,924