

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 Filtration & Minerals, LLC		10/26/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	EP Minerals, LLC
Street Address:	9785 Gateway Drive
Internal Address:	Suite 1000
City:	Reno
State/Country:	NEVADA
Postal Code:	89511
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1471838	ABSORB-O-SOX
Registration Number:	1886900	ALL GONE!
Registration Number:	1830754	AXIS
Registration Number:	2838246	AXIS
Registration Number:	2870329	CELABLOC
Registration Number:	2889804	CELABREW
Registration Number:	2777382	CELABRITE
Registration Number:	1927873	CELATOM
Registration Number:	2674729	DIAFLAT
Registration Number:	1214549	DIALOSE
Serial Number:	78976004	EAGLEPICHER
Registration Number:	3122638	EAGLEPICHER
Serial Number:	78824649	NXT

CH \$440.00 1471838

Registration Number:	2005259	PLAY BALL!
Registration Number:	0816429	PRE-CO-FLOC
Registration Number:	1927733	QUALISORB
Registration Number:	1473737	SOLID-A-SORB

CORRESPONDENCE DATA

Fax Number: (602)382-6070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 602-382-6334

Email: drichardson@swlaw.com

Correspondent Name: Wendy S. Neal

Address Line 1: 400 East Van Buren

Address Line 2: One Arizona Center

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	48579.0001
NAME OF SUBMITTER:	Wendy S. Neal
Signature:	/Wendy S. Neal/
Date:	10/30/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") shall be effective as of October 26, 2006 (the "Effective Date") by and between EaglePicher Filtration & Minerals, LLC, a Delaware limited liability company, with its principal place of business at 9785 Gateway Drive, Suite 1000, Reno, Nevada 89511 ("Assignor"), and EP Minerals, LLC, a Delaware limited liability company, with its principal place of business at 9785 Gateway Drive, Suite 1000, Reno, Nevada 89511 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of certain trademarks listed in Exhibit A;

WHEREAS, Assignor has changed its name from EaglePicher Filtration & Minerals, LLC to EP Minerals, LLC (the "Name Change"), pursuant to which Assignee has acquired the rights to certain intellectual property, including the specific trademarks set forth in Exhibit A along with any and all goodwill relating thereto (the "Trademarks"); 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 Trademarks pursuant to the Name Change and to memorialize Assignee's ownership of all goodwill associated with the Trademarks;

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, the full and exclusive right, title, and interest in and to any and all rights associated with the Trademarks, including, without limitation, any and all common law trademark rights associated with the Trademarks, and any other trademark rights associated with the Trademarks that may exist anywhere in the world, including the goodwill associated with the Trademarks, any and all stylized and typed versions of the Trademarks, the right to obtain further trademark registrations related thereto, and the right to sue for infringements and past infringements thereof; and any and all domain names owned or controlled by Assignor that include the Trademarks or similar formatives thereof, 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 that may be required for obtaining and enforcing the intellectual property rights in the Trademarks, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the Trademarks, all at the expense of Assignee or its successors in interest. Assignor further agrees to transfer to Assignee, without further remuneration, all legal files, documents, and items relating to the foregoing assigned rights or that are associated with the Trademarks.

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 Assignee and its successors and assigns, to demand and receive any and all of the Trademarks 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 Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, that 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 Trademarks, 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 Trademarks that Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by dissolution of Assignor or in any manner or for any reason whatsoever.

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 Filtration & Minerals, LLC

By: David Keselica

Name: David Keselica

Title: President

Date: 26 Oct '06

EP Minerals, LLC

By: David Keselica

Name: David Keselica

Title: President

Date: 26 Oct '06

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

On this 26th day of October in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Dave Keselica, 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.

Wendy Bognar
Notary Public

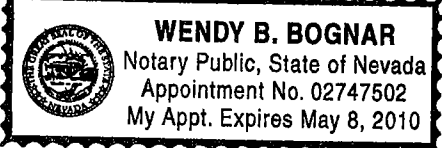


EXHIBIT A
TRADEMARKS

MARK	COUNTRY	REG./SER. NUMBER
CELATOM	Argentina	1935427
CELATOM	Australia	289728
DIAFLAT	Australia	915330
CELATOM	Benelux	056508
AXIS	Canada	632974
CELABLOC	Canada	1196230
CELABREW	Canada	658642
QUALISORB	Canada	444825
SOLID-A-SORB	Canada	621818
CELATOM	China P.R.	328058
AXIS	Community Trademark	3371333
CELABLOC	Community Trademark	3533262
CELABREW	Community Trademark	2969210
CELABRITE	Community Trademark	3589504
DIAFLAT	Community Trademark	2733947
PLAY BALL!	Community Trademark	3590734
CELATOM	France	1469544
CELATOM	Germany	W982888
AXIS	International Registration	821970
CELABLOC	International Registration	814248
CELABREW	International Registration	817658
CELABRITE	International Registration	828071
PRE-CO-FLOC	International Registration	820852
CELATOM	Italy	278780
CELABREW	Japan	4747911
CELATOM	Japan	2283178
DIAFLAT	Japan	4642610
CELABLOC	Mexico	833074
CELABREW	Mexico	792122
DIAFLAT	Mexico	793316
CELATOM	Peru	026789
ABSORB-O-SOX	United States	1,471,838
ALL GONE!	United States	1,886,900

AXIS	United States	1,830,754
AXIS	United States	2,838,246
CELABLOC	United States	2,870,329
CELABREW	United States	2,889,804
CELA-BRITE	United States	2,777,382
CELATOM	United States	1,927,873
DIAFLAT	United States	2,674,729
DIALOSE	United States	1,214,549
EAGLEPICHER	United States	78/976,004
EAGLEPICHER	United States	3,122,638
NXT	United States	78/824,649
PLAY BALL!	United States	2,005,259
PRE-CO-FLOC	United States	0,816,429
QUALISORB	United States	1,927,733
SOLID-A-SORB	United States	1,473,737