

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Engineered Materials Solutions, Inc.		10/23/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Contrarian Financial Service Company, LLC, as Administrative Agent
<b>Street Address:</b>	411 W. Putnam Avenue, Suite 225
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2104137	DURAFOIL
Registration Number:	2743256	ENGINEERED MATERIALS SOLUTIONS
Registration Number:	2767329	ENGINEERED MATERIALS SOLUTIONS, INC.
Registration Number:	1725336	SILVAR
Registration Number:	0335218	TRUFLEX

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6175269628  
 Email: cslattery@proskauer.com  
 Correspondent Name: Christine Slattery  
 Address Line 1: One International Place  
 Address Line 2: Proskauer Rose LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110

CH \$140.00 2104137

ATTORNEY DOCKET NUMBER:	20535/005
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	12/04/2006

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") is dated as of October 23, 2006 is entered into among ENGINEERED MATERIALS SOLUTIONS, INC., a Delaware corporation, having its chief executive office at 39 Perry Street, Attleboro, Massachusetts 02703, ("Borrower"), THE OTHER LOAN PARTIES SIGNATORY HERETO (each of the undersigned Loan Parties being a "Loan Party Grantor" and collectively "Loan Party Grantors") and each ADDITIONAL GRANTOR that may become a party hereto after the date hereof (each of Borrower, each Loan Party Grantor and each Additional Grantor being a "Grantor" and collectively the "Grantors") and CONTRARIAN FINANCIAL SERVICE COMPANY, LLC, a Delaware limited liability company, having an office at 411 W. Putnam Avenue, Suite 225, Greenwich, Connecticut 06830 as administrative agent ("Administrative Agent") for the lenders (each a "Lender" and collectively the "Lenders") party to that certain Senior Secured First Lien Credit and Security Agreement (the "Credit Agreement") dated as of the date hereof among Borrower, Loan Party Grantors, Administrative Agent and the Lenders.

WHEREAS, Borrower under the Credit Agreement has requested that the Lenders enter into financing arrangements with the Borrower pursuant to which the Lenders make loans and provide other financial accommodations to Borrower pursuant to the terms of the Credit Agreement and the related Financing Agreements (all undefined capitalized terms used herein have the meanings assigned to them in the Credit Agreement);

WHEREAS, under the terms of the Credit Agreement, each Grantor has granted a security interest in, among other property, certain intellectual property of such Grantor to the Administrative Agent, for the benefit of the Lenders, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) The patents including patent rights, patent applications and patent licenses set forth in Schedule A hereto (the "Patents") (as such Schedule A may be supplemented from time to time by supplements to the Credit Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by any Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The trademarks including trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks") (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Administrative Agent from time to time);

(iii) The Copyrights including copyright applications and registrations in those works listed on Schedule C hereto (the "Copyrights") (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Administrative Agent from time to time);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, confidential proprietary information, trade secrets and licenses with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in furtherance of the Credit Agreement and is not intended to grant additional rights to, or create additional obligations for, either party, beyond the rights and obligations contained in the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, each Grantor and Administrative Agent have executed this Intellectual Property Security Agreement as of the date first above written.

GRANTORS

EMS HOLDING, INC.


By:   
Name: Eric Olson  
Title: President and Chief Operating Officer

ENGINEERED MATERIALS  
SOLUTIONS, INC.

By:   
Name: Eric Olson  
Title: President and Chief Operating Officer

EMS EUROPE, LLC

By: Engineered Materials Solutions, Inc.,  
its sole member


By:   
Name: Eric Olson  
Title: President and Chief Operating Officer

**ADMINISTRATIVE AGENT**

CONTRARIAN FINANCIAL  
SERVICE COMPANY, LLC

By: Contrarian Capital Management, L.L.C.,  
its Manager

By:   
Name: **JANICE M. STANTON**  
Title: **MEMBER**

By:   
Name: **Stephen J. Czech**  
Title: **Managing Director**

**Appendix A  
to the Intellectual Property Security Agreement**

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated \_\_\_\_\_, \_\_\_\_ is made by the person listed on the signature page hereof (the "Grantor") in favor of Contrarian Financial Service Company, LLC (together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, the Grantor has entered into a Senior Secured First Lien Credit and Security Agreement dated as of October 23, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Administrative Agent and the Lenders named therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, to create a short form version of the Credit Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Grantor has executed and delivered that certain Intellectual Property Security Agreement made by the Grantor to the Administrative Agent dated October 23, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Credit Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Administrative Agent and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

**SECTION 1. Confirmation of Grant of Security.** The Grantor hereby acknowledges and confirms the grant of a security interest to the Administrative Agent under the Credit Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral")

- (i) The patents including patent rights, patent applications and patent licenses set forth in Schedule A hereto (the "Patents"), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;
- (ii) The trademarks including trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");

(iii) The copyrights including copyright applications and registrations in those works listed on Schedule C hereto (the 'Copyrights');

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, confidential proprietary information, trade secrets and licenses, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Credit Agreement and IP Security Agreement. Schedule[s] [A,] [B and] [C] to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented by adding to such Schedules the Additional Collateral. The supplementing of the IP Security Agreement by this IP Security Agreement Supplement is in furtherance of the Credit Agreement and is not intended to grant additional rights to, or create additional obligations for, either party, beyond the rights and obligations contained in the Credit Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF GRANTOR]

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**  
to  
**IP SECURITY AGREEMENT**

LIST OF PATENTS

**PATENT APPLICATIONS AND REGISTRATIONS**

Country	Status	Application No./ Registration No.	Description of Patent	Date of Filing

PATENT LICENSES

Name of Agreement	Parties	Date of Agreement

**ENGINEERED MATERIALS SOLUTIONS, INC.**

Patent Report by Invention  
Status: ACTIVE

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COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<b>ASYMMETRIC COPPER CLAD CARBON STEEL TELECOMMUNICATIONS CABLE SHIELDING</b>							
UNITED STATES	P40277US1	FCA					PROPOSED
UNITED STATES	P40277US0	NEW	5/26/2006	60/808,990			PENDING
<b>AUTOMOTIVE OIL LEVEL CONTROL VALVE APPARATUS</b>							
UNITED STATES	P33520US0	NEW	6/11/1992	07/897,185	5/11/1993	5,209,399	ISSUED
<b>CATALYTIC CONVERTERS-METAL FOIL MATERIAL FOR USE THEREIN AND A METHOD OF MAKING THE MATERIAL</b>							
UNITED STATES	P33451US0	NEW	8/24/1993	08/111,384	11/22/1994	5,366,139	ISSUED
UNITED STATES	P33451US1	DIV.	8/5/1994	08/286,719	9/5/1995	5,447,698	ISSUED
UNITED STATES	P33451US2	CIP	11/4/1994	08/334,722	5/14/1996	5,516,383	ISSUED
<b>CATALYTIC CONVERTERS-METAL FOIL MATERIAL FOR USE THEREIN, AND A METHOD OF MAKING THE MATERIAL</b>							
UNITED STATES	P33450US0	NEW	9/8/1997	08/926,526	11/9/1999	5,980,658	ISSUED
<b>FeCrAl ALLOY FOIL FOR CATALYTIC CONVERTERS AT MEDIUM HIGH TEMPERATURE AND A METHOD OF MAKING THE MATERIAL</b>							
CANADA	P35519CA	DCA	8/9/2004	2,532,567			PENDING
EUROPEAN PATENT	P35519EP	DCA	8/9/2004	04780497.6			PENDING
INDIA	P35519IN	DCA	8/9/2004	428/DELNP/2006			PENDING
MEXICO	P35519MX	DCA	8/9/2004	PA/A/2006/001364			PENDING
UNITED STATES	P35519US2	CIP	9/29/2006	11/537,148			PENDING
<b>HEAT EXCHANGER ASSEMBLIES-MATERIALS FOR USE THEREIN, AND A METHOD OF MAKING THE MATERIAL</b>							
UNITED STATES	P33533US0	NEW	3/7/1994	08/207,456	9/10/1996	5,553,770	ISSUED
<b>IN-SITU DIFFUSION ALLOYING AND PRE-OXIDATION ANNEALING IN AIR OF FeCrAl ALLOY CATALYTIC CONVERTER MATERIAL</b>							
UNITED STATES	P35296US1	FCA	3/24/2004	10/807,792			PUBLISHED
<b>METAL SANDWICH DESIGN AND PROCESSING</b>							
UNITED STATES	P40055US0	NEW					PROPOSED
<b>METHOD FOR CLEANING THIN METAL STRIP MATERIAL</b>							
UNITED STATES	P33538US0	NEW	9/25/2000	09/669,331	4/30/2002	6,379,468	ISSUED
<b>METHOD FOR REDUCING THICKNESS OF A HIGH-STRENGTH LOW-DUCTILITY METAL FOIL ON THIN STRIP ELEMENT</b>							
UNITED STATES	P33519US0	NEW	1/13/1992	07/819,695	6/29/1993	5,222,282	ISSUED
<b>METHOD OF MAKING CLAD MATERIALS USING LEAD ALLOYS AND COMPOSITE STRIPS MADE BY SUCH METHOD</b>							
UNITED STATES	P33535US0	NEW	8/31/1998	09/143,553	8/1/2000	6,096,145	ISSUED

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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**METHOD OF MAKING CLAD MATERIALS USING LEAD ALLOYS AND COMPOSITE STRIPS MADE BY SUCH METHOD**

UNITED STATES	P33535US1	DIV	5/11/2000	09/568,829	11/5/2002	6,475,675	ISSUED
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**METHOD OF PRODUCING TI BRAZING STRIPS OR FOILS**

UNITED STATES	P34180US1	FCA	12/16/2002	10/320,068	4/20/2004	6,722,002	ISSUED
UNITED STATES	P34180US2	CIP	12/22/2003	10/743,641			PUBLISHED
EUROPEAN PATENT	P34180EP0	DCA	12/21/2004	04815254.0			PENDING

**SELF BRAZING ALLOY**

UNITED STATES	P37177US0	NEW					PROPOSED
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**SELF-BRAZING MATERIALS FOR ELEVATED TEMPERATURE APPLICATIONS**

UNITED STATES	P33539US1	FCA	10/12/2001	09/976,520	8/31/2004	6,783,870	ISSUED
EUROPEAN PATENT	P33539EP0	CEQ	10/16/2001	01811013.0			PUBLISHED
JAPAN	P33539JP0	CEQ	10/16/2001	2001-318678			PUBLISHED

**SHIELDING MATERIAL AND SHIELDED ROOM**

UNITED STATES	P33489US0	NEW	10/20/1988	07/260,048	12/26/1989	4,890,083	ISSUED
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**TEMPERATURE RESPONSIVE FLOW CONTROL VALVE APPARATUS**

UNITED STATES	P33492US0	NEW	9/17/1987	07/098,094	11/8/1988	4,783,000	ISSUED
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END OF REPORT

TOTAL ITEMS SELECTED = 29

**SCHEDULE B**  
to  
**IP SECURITY AGREEMENT**

LIST OF TRADEMARKS

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement

ENGINEERED MATERIALS SOLUTIONS, INC. Trademarks

Country	Mark	Status	CI	App. No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Action	Due Date
Argentina	TRUFLEX	Registered	11	1816908	2012190	9/30/1993	9/30/1993	apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.	Renewal	2/21/2015
Argentina	TRUFLEX	Registered	06	1816909	2012195	9/30/1993	9/30/1993	thermostatic metal products	Renewal	2/21/2015
Australia	TRUFLEX	Registered	06	541243	8/10/1971	47976	8/10/1991	thermostatic metal of all kinds	Renewal	2/2/2007
Belgium	TRUFLEX (STYLIZED)	Registered	06	541243	8/10/1971	47976	8/10/1991	thermostatic metal	Renewal	8/10/2011
Brazil	TRUFLEX	Registered	6	173453	6/3/1938	2176282	3/3/1948	thermostatic metal	Renewal	3/3/2008
Canada	TRUFLEX	Registered	14	3846007	2/3/2004	UCA10516	6/3/1638	thermostatic metal	Renewal	6/3/2013
European Community	ENGINEERED MATERIALS SOLUTIONS AND DESIGN	Registered	40	3846007	2/3/2004	3846007	5/18/2006	custom manufacture of clad metals and bimetal strips and sheets for use in manufacture of finished products; custom manufacture of electrical contacts.	Renewal	2/3/2014
France	TRUFLEX	Renewal Pending	06	773651	12/23/1985	1336067	12/23/1995	metal thermostatic; common metals and their alloys; building materials of metal; transportable buildings of metal; metal materials for railway tracks; cables and non electric wires of common metal; locks and hardware of metal; pipes of metal; cases strong; metal products not included in other classes; ores	Renewal pending	
Germany	TRUFLEX (STYLIZED)	Registered	06	M89149WZ	11/10/1964	681332	9/7/1955	metals including fine and common metals and their alloys, in particular bond metals for thermostatic purposes	Renewal	1/23/2014
Italy	TRUFLEX	Renewal Pending	06	3284-91 RM	9/18/1991	613902	10/15/1991	thermostatic metals	Renewal pending	
Japan	TRUFLEX (STYLIZED)	Registered	06	S56 009711	2/10/1991	1649897	3/30/1994	iron and steel; materials of metals for thermostat having flexibility by heating; nonferrous metals and their alloys	Renewal	1/26/2014
Spain	TRUFLEX	Registered	06	346543	3/20/1959	346543	3/20/1959	metals for thermostats	Renewal	3/20/2009
Sweden	TRUFLEX	Registered	06	91-7824		251318	9/3/1993	common thermostatic metal	Renewal	9/3/2013
United Kingdom	TRUFLEX (STYLIZED)	Registered	06	0691221	8/2/1950	B691221	8/2/1950	thermostatic bi-metals	Renewal	8/2/2009
United States of America	DURAFOL	Registered	05	79062505	2/26/1996	2104137	10/7/1997	metallic substrate materials for catalyst	Renewal	10/7/2007
United States of America	ENGINEERED MATERIALS SOLUTIONS AND DESIGN	Registered	40	78189754	1/4/2001	2743256	7/29/2003	custom manufacture of clad metals and bimetal strips and sheets for use in manufacture of finished products; custom manufacture of electrical contacts.	Aff of use 6 year	7/29/2009
United States of America	ENGINEERED MATERIALS SOLUTIONS, INC.	Registered	40	76150086	10/19/2000	2767329	9/23/2003	custom manufacture of clad metals and bimetal strips and sheets for use in manufacture of finished products; custom manufacture of electrical contacts.	Renewal Aff of use 6 year	7/29/2013 9/23/2009
United States of America	SILVAR	Registered	06	741238434	2/21/1992	1725336	10/20/1992	housing for electronic circuits	Renewal	9/23/2013 10/20/2012
United States of America	TRUFLEX	Registered	06	717372767	12/18/1945	335218	5/29/1936	thermostatic metal	Renewal	5/29/2016

BARRISTERS: 39117, 00006, 501337372, I, EMS due diligence trademark chart.

EXECUTION DRAFT

SCHEDULE C

to

IP SECURITY AGREEMENT

LIST OF COPYRIGHTS AND APPLICATIONS