

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Transfer of Security Interest in Trademarks as recorded on 12/04/2006 at Reel 003437, Frame 0585 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| Contrarian Financial Service Company, LLC, as Administrative Agent | | 12/04/2006 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Wachovia Capital Finance Corporation (New England) |
| Street Address: | One Post Office Square |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02109 |
| Entity Type: | CORPORATION: 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: (917)368-7136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-905-3662
 Email: mfarinas@oshr.com
 Correspondent Name: Mercedes Farinas
 Address Line 1: 230 Park Avenue
 Address Line 2: Otterbourg, Steindler, Houston & Rosen

OP \$140.00 2104137

Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER: Mercedes Farinas

Signature: /Mercedes Farinas/

Date: 01/19/2007

Total Attachments: 8

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[Execution]

TRANSFER OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Engineered Materials Solutions, Inc., a Delaware corporation, having a place of business at 39 Perry Avenue, Attleboro, Massachusetts 02703 ("Debtor") granted a security interest in and lien upon certain trademarks and related rights to Contrarian Financial Service Company, LLC ("Contrarian"), as Administrative Agent ("Secured Party"), having a place of business at 411 W. Putnam Avenue, Suite 225, Greenwich, Connecticut 06830, as set forth in the Intellectual Property Security Agreement, dated as of October 23, 2006, by and among Debtor, certain of its affiliates, Secured Party and the lenders for whom Secured Party is acting as agent (the "Security Agreement");

WHEREAS, an executed copy of the Security Agreement was recorded in the United States Patent and Trademark Office on December 4, 2006 at Reel 003437, Frame 0585;

WHEREAS, Wachovia Capital Finance Corporation (New England), a Massachusetts corporation ("Wachovia"), having a place of business at One Post Office Square, Boston, Massachusetts 02109 has been appointed as Administrative Agent to succeed to Contrarian, such that on and after the date hereof Wachovia shall be the Secured Party under the Security Agreement with respect to, among other things, the trademarks more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Contrarian hereby:

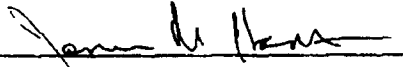
1. confirms that Wachovia in its capacity as Administrative Agent under the Security Agreement has succeeded to all of the right, title and interests of Contrarian as Secured Party under and pursuant to the Security Agreement, including, without limitation, any and all liens, security interests, right, title and interest of Secured Party pursuant to the Security Agreement in the trademarks owned by Debtor more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;
2. agrees that on and after the date hereof Wachovia as Administrative Agent shall succeed to all of the right of Contrarian under any power of attorney or similar rights granted by a Debtor to Contrarian as Secured Party pursuant to or in connection with the Security Agreement; and
3. authorizes and requests that the Patent and Trademark Office note and record the existence of the transfer of the rights of Contrarian to Wachovia provided for above.

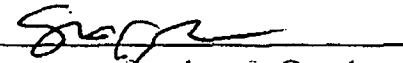
This Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

IN WITNESS WHEREOF, Secured Party has caused this Transfer of Security Interest in Trademarks to be executed by its duly authorized corporate officer this December __, 2006.

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

ACKNOWLEDGED:

ENGINEERED MATERIALS SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

WACHOVIA CAPITAL FINANCE CORPORATION
(NEW ENGLAND), as successor Administrative Agent

By: _____
Name: _____
Title: _____

STATE OF CT)
) ss.:
COUNTY OF Fairfield

On the 21st day of December, 2006, before me personally came
Jacqueline Stanten, to me known, who being by me duly sworn, did depose and say, that
he/she is the Member of CONTRARIAN FINANCIAL SERVICE COMPANY, LLC, as
Agent and that the foregoing instrument was signed on behalf of such limited liability company
by order of said limited liability company.

Julie H Eisele
Notary Public
JULIE H EISELE
Notary Public
Connecticut
My Commission Expires Jun 30, 2010

STATE OF CT)
) ss.:
COUNTY OF Fairfield

On the 21st day of December, 2006, before me personally came
Stephen Clark, to me known, who being by me duly sworn, did depose and say, that
he/she is the MANAGER of CONTRARIAN FINANCIAL SERVICE COMPANY, LLC, as
Agent and that the foregoing instrument was signed on behalf of such limited liability company
by order of said limited liability company.

Julie H Eisele
Notary Public
JULIE H EISELE
Notary Public
Connecticut
My Commission Expires Jun 30, 2010

IN WITNESS WHEREOF, Secured Party has caused this Transfer of Security Interest in Trademarks to be executed by its duly authorized corporate officer this December __, 2006.

CONTRARIAN FINANCIAL SERVICE COMPANY, LLC

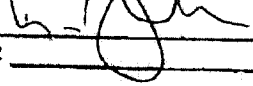
By: Contrarian Capital Management, L.L.C., its Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

ENGINEERED MATERIALS SOLUTIONS, INC.

By: 
Name: _____
Title: _____

WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), as successor Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Secured Party has caused this Transfer of Security Interest in Trademarks to be executed by its duly authorized corporate officer this December ____, 2006.

CONTRARIAN FINANCIAL SERVICE COMPANY, LLC

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

By: _____
Name: _____
Title: _____

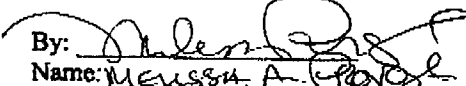
By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

ENGINEERED MATERIALS SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), as successor Administrative Agent

By: 
Name: Melissa A. Provost
Title: Vice President

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 | Cl | App. No. | Filing Date | Reg. No. | Reg. Date | Goods/Services | Action | Due Date |
|--------------------------|---|-----------------|----|------------|-------------|----------|------------|---|-----------------|------------|
| Argentina | TRUFLEX | Registered | 11 | 1816968 | | 2012196 | 9/30/1993 | apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes | Renewal | 7/21/2015 |
| Argentina | TRUFLEX | Registered | 06 | 1816969 | | 2012195 | 9/30/1993 | thermostatic metal products | Renewal | 2/21/2015 |
| Australia | TRUFLEX | Registered | 06 | | | A121916 | 2/21/1965 | thermostat metal of all kinds | Renewal | 2/21/2007 |
| Berux | TRUFLEX (STYLIIZED) | Registered | 06 | 541243 | 8/10/1971 | 47976 | 8/10/1991 | thermostatic metal | Renewal | 8/10/2011 |
| Brazil | TRUFLEX | Registered | 6 | | | 2176262 | 3/9/1948 | thermostatic metal | Renewal | 3/3/2008 |
| Canada | TRUFLEX | Registered | | 173453 | 6/3/1938 | UCA16519 | 6/3/1938 | thermostatic metal | Renewal | 6/3/2013 |
| European Community | ENGINEERED MATERIALS SOLUTIONS AND DESIGN | Registered | 40 | 3548007 | 2/3/2004 | 3645007 | 5/18/2005 | 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 | 12/23/1985 | 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 (STYLIIZED) | Registered | 06 | M89149WZ | 11/10/1984 | 681332 | 9/7/1855 | metals including fine and common metals and their alloys; in particular bond metals for thermostatic purposes | Renewal | 11/30/2014 |
| Italy | TRUFLEX | Renewal Pending | 06 | 3294 91 RM | 9/18/1991 | 613902 | 10/15/1991 | thermostatic metals | Renewal Pending | |
| Japan | TRUFLEX (STYLIIZED) | Registered | 06 | S56-009711 | 2/10/1981 | 1649897 | 3/30/1984 | irons and steel; materials of metals for thermal 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 | 8/31/1993 | common thermostatic metal | Renewal | 8/31/2013 |
| United Kingdom | TRUFLEX (STYLIIZED) | Registered | 06 | 8891221 | 8/27/1950 | 8891221 | 8/27/1950 | thermostatic bi-metals | Renewal | 8/27/2009 |
| United States of America | ENGINEERED MATERIALS SOLUTIONS AND DESIGN | Registered | 40 | 75002565 | 2/26/1996 | 2164137 | 10/7/1997 | metallic substrate materials for catalyst | Renewal | 10/7/2007 |
| United States of America | ENGINEERED MATERIALS SOLUTIONS, INC | Registered | 40 | 767150036 | 10/19/2000 | 2767229 | 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. | Renewal | 7/29/2006 |
| United States of America | SILVAR | Registered | 06 | 74738434 | 2/21/1992 | 1725336 | 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 | 7/29/2013 |
| United States of America | TRUFLEX | Registered | 06 | 71372767 | 12/18/1935 | 335218 | 10/20/1992 | brassing for electronic circuits | Renewal | 9/23/2013 |
| United States of America | TRUFLEX | Registered | 06 | 71372767 | 12/18/1935 | 335218 | 5/26/1936 | thermostatic metal | Renewal | 10/20/2012 |
| United States of America | TRUFLEX | Registered | 06 | 71372767 | 12/18/1935 | 335218 | 5/26/1936 | thermostatic metal | Renewal | 5/26/2016 |

BARRISTERS 19117 0066 501137321 EIMS due diligence trademark chart

TRADEMARK

RECORDED: 01/19/2007

REEL: 003465 FRAME: 0303