

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMS ENGINEERED MATERIALS SOLUTIONS, LLC		10/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	111 Westminster Street		
<b>City:</b>	Providence		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02903		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2743256	ENGINEERED MATERIALS SOLUTIONS	
Registration Number:	2767329	ENGINEERED MATERIALS SOLUTIONS, INC.	
Registration Number:	0335218	TRUFLEX	
Registration Number:	2104137	DURAFOIL	
Registration Number:	1725336	SILVAR	
Serial Number:	77180932	ULTRACOPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)685-6929		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-815-3690		
<b>Email:</b>	mbedsole@sgrlaw.com		
<b>Correspondent Name:</b>	Nigamnarayan Acharya		
<b>Address Line 1:</b>	1230 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 3100, Promenade II		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		

OP \$165.00 2743256

ATTORNEY DOCKET NUMBER:	EMS TO BOA SECURITY I
NAME OF SUBMITTER:	Nigamnarayan Acharya
Signature:	/Nigamnarayan Acharya/
Date:	10/11/2007
Total Attachments: 5 source=EMS - BOA Collateral Assignment for Security#page1.tif source=EMS - BOA Collateral Assignment for Security#page2.tif source=EMS - BOA Collateral Assignment for Security#page3.tif source=EMS - BOA Collateral Assignment for Security#page4.tif source=EMS - BOA Collateral Assignment for Security#page5.tif	

COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS)

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") dated as of October 1, 2007 by **EMS ENGINEERED MATERIALS SOLUTIONS, LLC**, a Delaware limited liability company with an address of 39 Perry Avenue, Attleboro, Massachusetts 02703 ("Assignor") in favor of **BANK OF AMERICA, N.A.**, as Agent, having offices at 111 Westminster Street, Providence, Rhode Island 02903 (together with its successors and assigns, "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor granted to Assignee a security interest in all of Assignor's assets, including, without limitation, the intellectual property described on Schedule A hereto to secure, inter alia, the payment and performance of the Secured Obligations; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. As collateral security for the payment and performance in full of the Secured Obligations, Assignor does hereby confirm and ratify the collateral assignment and security interest granted unto Assignee in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and each registration thereof, and each trademark registration application owned by Assignor, including, without limitation, each such trademark and trademark registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in Assignee's own name and for its own use, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the "Trademarks").

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all U.S. trademarks owned by Assignor, and (b) all U.S. applications pending for registration of trademarks owned by Assignor .

(iv) to the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(vi) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses to shop rights and covenants by Assignor not to sue third persons.

(vii) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor covenants that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Credit Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the Secured Obligations shall have been satisfied in full, Assignor shall obtain additional registered Trademarks, or additional Trademark applications or Trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or become the owner of any registration applications for Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its respective affiliates, directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed (collectively, the "Losses"), incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, except as a result of gross negligence or willful misconduct of Assignee or Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any third party based on the use of any Trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the Secured Obligations have been paid in full, this Assignment shall terminate and the Assignee shall, upon the written request of the Assignor, execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this Assignment, as fully as if this Assignment had not been made, subject to any disposition of all or any part thereof which may have been made by the Assignee pursuant hereto or the Security Agreement

[Signature Page Follows]



SCHEDULE A

**Trademark Registration**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Date of Registration</b>
TRUFLEX	ARGENTINA	2012195	02/21/2005
TRUFLEX	ARGENTINA	2012196	02/21/2005
TRUFLEX	ARGENTINA	121916	2/2/1955
TRUFLEX	BENELUX	47976	8/10/1971
TRUFLEX	BRAZIL	2176262	3/3/1948
TRUFLEX	CANADA	UCA10519	6/3/1938
ENGINEERED MATERIALS SOLUTIONS & Design	EUROPEAN COMMUNITY	3646007	5/18/2005
TRUFLEX	FRANCE	1336067	12/23/1985
TRUFLEX	GERMANY	681332	9/7/1955
TRUFLEX	ITALY	613902	10/15/1991
TRUFLEX	JAPAN	1649897	1/26/1984
TRUFLEX	SPAIN	346543	3/20/1959
TRUFLEX	SWEDEN	251318	9/3/1993
TRUFLEX	UNITED KINGDOM	B691221	8/2/1950
ENGINEERED MATERIALS SOLUTIONS & Design	UNITED STATES	2743256	7/29/2003
<b>ENGINEERED MATERIALS SOLUTIONS, INC.</b>	UNITED STATES	2767329	9/23/2003
TRUFLEX	UNITED STATES	335218	5/26/1936
DURAFOIL	UNITED STATES	2104137	10/7/1997
SILVAR	UNITED STATES	1725336	10/20/1992

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Date of Application</b>
ULTRACOPPER	UNITED STATES	77/180932	5/15/2007