

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMS ENGINEERED MATERIALS SOLUTIONS, LLC		10/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Contrarian Financial Service Company, LLC
Street Address:	411 West Putnam Avenue
Internal Address:	Suite 225
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

Fax Number: (404)685-6929
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-3690
 Email: mbedsole@sgrlaw.com
 Correspondent Name: Nigamnarayan Acharya
 Address Line 1: 1230 Peachtree Street, N.E.
 Address Line 2: Suite 3100, Promenade II

OP \$165.00 2743256

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: EMS TO CONTRARIAN SECURIT

NAME OF SUBMITTER: Nigamnarayan Acharya

Signature: /Nigamnarayan Acharya/

Date: 10/11/2007

Total Attachments: 6

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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 **CONTRARIAN FINANCIAL SERVICE COMPANY, LLC** as Agent, having offices at 411 West Putnam Avenue, Suite 225, Greenwich, Connecticut 06830 (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 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 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, except Permitted 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 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 Term Loan Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the 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.

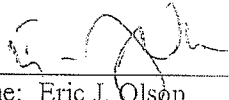
6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the 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]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the date first set forth above.

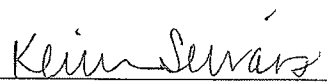
EMS ENGINEERED MATERIALS
SOLUTIONS, LLC

By: 
Name: Eric J. Olson
Title: President

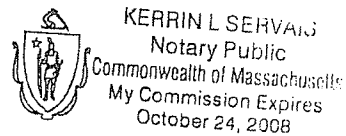
State/Commonwealth of Mass)
County of Bristol) ss

On this 25 day of Sept ~~Oct~~, 2007, before me a Notary Public in and for said State/Commonwealth, duly commissioned and sworn, personally appeared Eric J. Olson, President of EMS Engineered Materials Solutions, LLC, personally known to me to be the person executing the foregoing instrument/agreement and acknowledged to me that he subscribed his name thereto as his free act and deed and the free act and deed of said EMS Engineered Materials Solutions, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first above written.


Notary Public
KERRIN SERVAIS
Print Name
My Commission Expires: 10/24/08

[SEAL]



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003637 FRAME: 0960

TRADEMARKS

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

TRADEMARK LICENSES

<u>Serial No. or Registration No.</u>	<u>Owner</u>	<u>Country</u>	<u>Issue or File Date</u>	<u>Mark</u>
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NONE

TRADEMARK APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>
77/180932 (U.S.)	5/15/2007	ULTRACOPPER

#1008716.1 (030432/133383)

RECORDED: 10/11/2007

**TRADEMARK
REEL: 003637 FRAME: 0962**