

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABN AMRO Bank N.V.		02/21/2008	Organized under the laws of The Netherlands: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eagle-Picher Industries, Inc.		
<b>Street Address:</b>	2424 John Daly Road		
<b>City:</b>	Inkster		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48141		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1927873	CELATOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)451-4220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	dsegal@gibsondunn.com		
<b>Correspondent Name:</b>	David A. Segal		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	26565-00005		
<b>NAME OF SUBMITTER:</b>	David A. Segal		
<b>Signature:</b>	/david a. segal/		

CH \$40.00 1927873

Date:

02/28/2008

**Total Attachments: 11**

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## TERMINATION AND RELEASE OF SECURITY INTERESTS

WHEREAS Eagle-Picher Industries, Inc., an Ohio corporation ("Eagle-Picher") entered into a Patent Collateral Agreement, dated as of February 24, 1998 (the "Patent Collateral Agreement") with ABN AMRO Bank N.V., a bank organized under the laws of The Netherlands ("Bank"), acting as agent for the Secured Creditors under that certain Security Agreement referred to below, pursuant to which Eagle-Picher granted to Bank a security interest in the following property: each patent listed on Schedule A-I hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and all proceeds of the foregoing, including without limitation any claim by Eagle-Picher against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-I hereto, in each case together with the right to sue for and collect said damages (collectively, the "Security Interest"); and


WHEREAS, all of the Obligations of Eagle-Picher as set out in that certain Security Agreement, by and between Eagle-Picher and the Bank, dated as of February 24, 1998 ("Security Agreement"), have been fully and indefeasibly paid and satisfied, and the Bank has agreed to release the Security Interest and terminate the Patent Collateral Agreement, the Security Agreement, and any other agreement pursuant to which such Security Interests were granted.

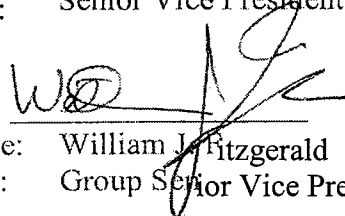
Now, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Bank hereby releases the Security Interest, hereby, (i) waives and relinquishes all its rights, powers, privileges and remedies under the Patent Collateral Agreement, the Security Agreement, and any other agreement pursuant to which such Security Interests were granted, (ii) sells, assigns, conveys, transfers and sets over to Eagle-Picher any right, title or interest that the Bank may have acquired and re-vests in Eagle-Picher the full unencumbered title to the Security Interest, (iii) releases Eagle-Picher from all covenants, obligations, liabilities and warranties under the Patent Collateral Agreement, the Security Agreement, and any other agreement pursuant to which such Security Interests were granted, and (iv) terminates the Patent Collateral Agreement, the Security Agreement, and any other agreement pursuant to which such Security Interests were granted.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, the undersigned has caused this Termination and Release of Security Interests to be duly executed as of the date hereof.

ABN AMRO Bank N.V.

By:   
Name: Parker H. Douglas  
Title: Senior Vice President

By:   
Name: William J. Fitzgerald  
Title: Group Senior Vice President

Date: February 21, 2008



581-1120

Tab settings

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To the Honorable Commissioner of Patents original documents or copy thereof.

1. Name of conveying party(ies):  
Eagle-Picher Industries, Inc.  
250 East Fifth Street  
Cincinnati, OH 45202  
Additional name(s) of conveying party(ies) attached?  Yes  No

MPD  
3-6-98

2. Name and address of receiving party(ies)  
Name: ABN AMRO Bank N.V.  
Internal Address:

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Patent Collateral Agreement  
Execution Date: February 24, 1998

Street Address: 1325 Avenue of the Americas  
City: New York State: NY ZIP: 10019  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)  
See attached Schedules

B. Patent No.(s)  
See attached Schedules

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and patents involved: 28

7. Total fee (37 CFR 3.41).....\$ 1,120

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.

Nancy A. Zarazua  
Name of Person Signing

Nancy A. Zarazua  
Signature

3/3/98

Date

Total number of pages including cover sheet, attachments, and document: 9

**SCHEDULE A-1  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	INVENTOR(S)	DATE ISSUED	EXPIRATION DATE
4,249,930	Ionic Compounds Formed From Iron and Urea	Atkisson	2/10/81	3/8/99
4,292,357	Zinc/Zinc Oxide Laminated Anode Assembly	Erismann et al.	9/29/81	7/25/99
4,422,667	Suspension For A Tractor-Scraper	Perry	12/27/83	12/30/2001
4,425,412	Lead/Acid Battery Having Horizontal Plates	Dittmann et al.	1/10/84	5/26/2002
4,477,540	Metal-Gas Cell With Electrolyte Reservoir	Miller et al.	10/16/84	10/3/2003
4,477,546	Lattice For A Battery Electrode Substrate	Wheeler et al.	10/16/84	2/3/2003
4,537,759	Production Of Elemental Silicon From Impure Silane Feed	Walker et al.	8/27/85	6/27/2003
4,554,056	Impregnation Of Nickel Electrodes Using Electric PH Control Circuits	Whitford	11/19/85	4/18/2005
4,626,335	Lithium Alloy Anode For Thermal Cells	Cupp et al.	12/2/86	9/26/2005
4,663,819	Method of Mounting A Metal Yoke To A Composite Tube	Traylor	5/12/87	11/4/2005
4,699,965	Heat Curable Solventless Liquid Prepolymer And Novel Monomer Derived Hexylcarbitol For Use Therewith	Markle et al.	10/13/87	6/28/2005
4,772,296	Method of Purifying And Depositing Group IIIA and Group VA Compounds To Produce Epitaxial Films	Potts	9/20/88	5/12/2007
4,812,521	Elastomer Modified Epoxies	Markle	3/14/89	9/21/2007
4,894,299	Cell Having A Dome-Shaped Solid Ceramic Electrolyte	Morse	1/16/90	12/2/2008
4,939,271	Mercapto-Modified N-(R-Oxymethyl) Acrylamide-Rubber/Formable Monomer/(Meth) Acrylonitrile Terpolymers	Markle	7/3/90	1/5/2009

PATENT  
REEL: 8995 FRAME: 0940

TRADEMARK  
REEL: 003728 FRAME: 0430

4,952,195	Graphite Drive Shaft Assembly	Traylor	8/28/90	9/28/2007
4,979,632	Portable Vessel For The Safe Storage of Explosives	Lee	12/25/90	5/9/2010
4,986,721	Extendable Boom Fork Life Vehicle	Lowder et al.	1/22/91	9/17/2009
5,189,819	Trenching Apparatus	Holloway et al.	3/2/93	5/8/2011
5,228,222	Digging And Propulsion Unit For A Trenching Apparatus	Holloway et al.	7/20/93	9/17/2012
5,247,743	Method And Apparatus For Digging Trenches	Holloway et al.	9/28/93	7/2/2012
5,249,379	Mounting Structure For The Linear Actuators Of A Trenching Apparatus	Baker et al.	10/5/93	9/15/2012
5,257,463	Method And Apparatus For Cooling Or Heating Battery Cells During Electrical Testing	Wheeler et al.	11/2/93	5/5/2012
5,416,962	Method of Manufacture of Vibration Damper	Passarella	5/23/95	12/8/2013
5,464,701	Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	Rey	11/7/95	2/27/2015
5,518,833	Nonwoven Electrode Construction	Repplinger et al.	5/21/96	5/24/2014
5,564,448	Container Washing Apparatus And System	Lincoln	10/15/96	12/14/2014
Des. 367,255	Battery	Rey	2/20/96	2/20/2010

PATENT  
REEL: 8995 FRAME: 0941

TRADEMARK  
REEL: 003728 FRAME: 0431

**SCHEDULE A-2  
TO PATENT COLLATERAL AGREEMENT**

**PATENT LICENSES**

**-- NONE KNOWN --**

**PATENT  
REEL: 8995 FRAME: 0942**

**TRADEMARK  
REEL: 003728 FRAME: 0432**



## PATENT COLLATERAL AGREEMENT

This 24th day of February, 1998, Eagle-Picher Industries, Inc., an Ohio corporation ("*Assignor*") with its principal place of business and mailing address at 250 East Fifth Street, Cincinnati, Ohio 45202, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to ABN AMRO Bank N.V., a bank organized under the laws of The Netherlands, acting as agent for the Secured Creditors under that certain Security Agreement referred to below, with its mailing address at 1325 Avenue of the Americas, New York, New York 10019, and its successors and assigns ("*Assignee*"), and grants to Assignee a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

in each case, to secure performance of all Obligations of Assignor as set out in that certain Security Agreement bearing even date herewith by and between Assignor and Assignee (the "*Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

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PATENT  
REEL: 8995 FRAME: 0943

TRADEMARK  
REEL: 003728 FRAME: 0433

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year last above written.

(CORPORATE SEAL)

EAGLE-PICHER INDUSTRIES, INC.

By *[Signature]*  
Its President

Andries Ruijssenaars

(Type or Print Name)

ATTEST:

*James A. Ralston*  
Its Secretary

James A. Ralston

(Type or Print Name)

ABN AMRO BANK N.V., as agent

By *Gregory D. Amoroso* *Paul Widuch*  
Its Group Vice President GVP

Gregory D. Amoroso

PAUL WIDUCH

(Type or Print Name)

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, CATHERINE JONES a Notary Public in and for said County, in the State aforesaid, do hereby certify that ANDRIES RUIJSSENAARS, PRESIDENT of Eagle-Picher Industries, Inc., an Ohio corporation, and JAMES A. RALSTON, SECRETARY of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said JAMES A. RALSTON Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of February, 1998.

CATHERINE JONES  
Notary Public, State of New York  
(NOTARIAL SEAL) No. 01J0508851  
Qualified in New York County  
Commission Expires 11/17/1999

CATHERINE JONES  
Notary Public

My Commission Expires:

CATHERINE JONES  
(Type or Print Name)

11/17/99

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, CATHERINE JONES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GREGORY D. AMAROSI, GROUP VICE PRESIDENT of ABN AMRO Bank N.V., a bank organized under the laws of The Netherlands, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such GROUP VICE PRESIDENT appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24<sup>th</sup> day of February, 1998.

(NOTARIAL SEAL) CATHERINE JONES  
Notary Public, State of New York  
No. 01JO508851  
Qualified in New York County  
Commission Expires 11/17/1998

My Commission Expires:

11/17/98

CATHERINE JONES  
Notary Public

CATHERINE JONES  
(Type or Print Name)

PATENT  
REEL: 8995 FRAME: 0946

TRADEMARK  
REEL: 003728 FRAME: 0436

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, CATHERINE JONES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PAUL WIDUCH, GROUP VICE PRESIDENT of ABN AMRO Bank N.V., a bank organized under the laws of The Netherlands, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such GROUP VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of February, 1998

(NOTARIAL SEAL)

CATHERINE JONES  
Notary Public

My Commission Expires:

CATHERINE JONES  
(Type or Print Name)

11/17/99

CATHERINE JONES  
Notary Public, State of New York  
No. 01J05088551  
Qualified in New York County  
Commission Expires 11/17/1999

RECORDED: 03/06/1998

PATENT  
REEL: 8995 FRAME: 0947

RECORDED: 02/28/2008

TRADEMARK  
REEL: 003728 FRAME: 0437