

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		08/31/2010	COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	ICON Agent, LLC
Doing Business As:	DBA ICON Agent, LLC
Street Address:	100 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3577264	COPPERPLUS
Registration Number:	2743256	ENGINEERED MATERIALS SOLUTIONS
Registration Number:	2767329	ENGINEERED MATERIALS SOLUTIONS
Registration Number:	1725336	SILVAR
Registration Number:	0335218	TRUFLEX
Registration Number:	2104137	DURAFOL
Registration Number:	3505100	CLAD IT.
Serial Number:	77501608	DIESEL FOIL

CORRESPONDENCE DATA

Fax Number: (650)352-0699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-352-0500
 Email: ptoipinbox@reedsmith.com

OP \$215.00 3577264

Correspondent Name: Reed Smith LLP
Address Line 1: P.O. Box 488
Address Line 4: Pittsburg, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER: 243795.20007

NAME OF SUBMITTER: Craig P. Opperman

Signature: /Craig P. Opperman/

Date: 09/03/2010

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, EMS ENGINEERED MATERIALS SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement dated as of August 31, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and ICON Agent, LLC, as Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of {Credit Agreement Date} (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

Grant of Trademark Security Interest
to Security Agreement
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TRADEMARK
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(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby 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.

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Grant of Trademark Security Interest
in Security Agreement
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TRADEMARK
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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ___ day of August, 2010.

EMS ENGINEERED MATERIALS
SOLUTIONS, LLC

By: *C.H.*
Name: CHARLTON HART
Title: CEO

(Signature Page to Grant of Trademark Security Interest to Security Agreement)

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

US_ACTIVE-10428941B.1

TRADEMARK
REEL: 004272 FRAME: 0660

**EMS Engineered Materials Solutions, LLC
Active Trademark Matters
August 31, 2010**

Docket No.	Full Mark Name	Country	Case Type	Application Date	Application No.	Registration Date	Registration No.
048502.020US	COPPERPLUS	United States	Intent To Use Application	9/5/2007	77/272176	2/17/2009	3,577,264
048502.022US	ENGINEERED MATERIALS SOLUTIONS & DESIGN	United States	Regular	1/4/2001	76/189754	7/29/2003	2,743,256
048502.023US	ENGINEERED MATERIALS SOLUTIONS	United States	Regular	10/19/2000	76/150086	9/23/2003	2,767,320
048502.024US	SILVAR	United States	Regular	2/21/1992	74/248434	10/20/1992	1,725,336
048502.025US	TRUFLEX	United States	Regular	12/18/1936	71/372787	5/26/1936	335218
048502.029US	DURAFOIL	United States	Regular	2/26/1996	75/062505	10/7/1997	2,104,137
048502.030US	CLAD IT.	United States	Regular	2/25/2008	77/405331	9/23/2008	3,505,100
048502.031	DIESELFOIL	United States	Supplemental / B Register	6/18/2008	77/501608		