

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Hillsdale Automotive, LLC	07/31/2006
New EaglePicher Technologies, LLC	07/31/2006
Wolverine Advanced Materials, LLC	07/31/2006
EaglePicher Management Company	07/31/2006

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	c/o Goldman, Sachs & Co.
Internal Address:	30 Hudson Street, 17th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	5878374
Patent Number:	6386836
Patent Number:	6358349
Patent Number:	7000745
Patent Number:	6875113
Application Number:	10657954
Application Number:	10877711
Application Number:	10907013
Application Number:	11425924
Patent Number:	4894299
Application Number:	11162061

PATENT

500135551

REEL: 018061 FRAME: 0255

CH \$1320.00 5878374

Application Number:	11163667
Application Number:	11163668
Application Number:	11163669
Application Number:	60743229
Patent Number:	5257463
Patent Number:	5518833
Patent Number:	5464701
Patent Number:	D367255
Patent Number:	4979632
Patent Number:	5840953
Patent Number:	6475662
Patent Number:	6193871
Patent Number:	6016048
Patent Number:	6146601
Patent Number:	6376944
Patent Number:	6518726
Application Number:	10924000
Patent Number:	6624441
Patent Number:	6756766
Application Number:	10792242
Application Number:	10792367
Application Number:	29214982

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: david.adler@weil.com, phyllis.depaola@weil.com
 Correspondent Name: Weil, Gotshal & Manges c/o David Adler
 Address Line 1: 767 5th Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71606.0015
NAME OF SUBMITTER:	David G Adler

Total Attachments: 14

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 31, 2006, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.10 (*Additional Grantors*) of the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Collateral Agent**").

RECITALS:

WHEREAS, pursuant to the Amended and Restated Second Lien Credit and Guaranty Agreement, dated as of July 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, certain Subsidiaries of the Borrower, Eaglepicher Incorporated, as Existing Borrower, certain subsidiaries of Existing Borrower, as Existing Guarantors, the Lenders party thereto from time to time, and Goldman Sachs Credit Partners L.P., as lead arranger and syndication agent for the Lenders, and the Collateral Agent, as administrative and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Second Lien Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral.

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Patent Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or continuations-in-part of the foregoing; and

(a) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement.

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**HILLSDALE AUTOMOTIVE, LLC;
NEW EAGLEPICHER TECHNOLOGIES,
LLC;
WOLVERINE ADVANCED MATERIALS,
LLC**

as Grantors

By: **EAGLEPICHER MANAGEMENT
COMPANY**

By: 

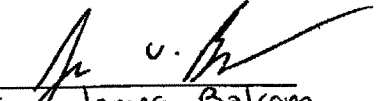
Name: David L. Treadwell

Title: President and CEO

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Name: James Balcom
Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

FORMER
EAGLEPICHER FILTRATION & MINERALS, INC.
PATENTS

SANFRANCISCO/179490.5
DRAFT 04/17/06
NY2\1668435\02\ZPDF02.LDOC\71606.0015

INVENTOR/TITLE Buchanan, Thomas A.; Lenz, Peter E. Computer-Controlled Electromechanical Device for Determining Filtration Parameters of a Filter Aid	COUNTRY/ CODE United States MIN 05	SERIAL NO./ FILE DATE 08/826,890 04/10/1997	PATENT NO./ ISSUE DATE 5,878,374 03/02/1999	EXPIRATION DATE 04/10/2017	POST-EXIT OWNER EaglePicher Filtration & Minerals, LLC
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FORMER
EAGLEPICHER AUTOMOTIVE, INC.
PATENTS

SANFRANCISCO/179490.5
DRAFT 04/17/06
NY2:1668435/02/ZRDF021.DOC/1606.0015

INVENTOR/TITLE	COUNTRY/CODE MATTER	SERIAL NO./FILE DATE	PATENT NO./ISSUE DATE	EXPIRATION DATE	POST-EXIT OWNER
Johnson, Stephen D. Dual Gerotor Pump for Use with Automatic Transmission	United States EPH 26	09/488,319 01/20/2000	6,386,836 05/14/2002	01/20/2020	Hillsdale Automotive, LLC
Christenson, Bruce; Veselica, Gary Method to Improve Adhesion Between Pre-cured Elastomer and Metal Surface	United States EPH 27	09/345,977 07/01/1999	6,358,349 03/19/2002	07/01/2019	Hillsdale Automotive, LLC
Christenson, Bruce; Veselica, Gary Method to Improve Adhesion Between Pre-Cured Elastomer and Metal Surface	United States EPH 27D	10/057,474 01/25/2002	7,000,745 2/21/2006	01/25/2022	Hillsdale Automotive, LLC
Nichols, Jeffrey W. Torsional Vibration Damper	United States EPH 33	09/963,774 09/26/2001	6,875,113 4/5/2005	9/26/2021	Hillsdale Automotive, LLC
Crissy, Michael Coupling Structure Mountable to a Rotatable Shaft	United States EPH 35	10/657,954 09/09/2003	2005/0050985 3/10/2005		Hillsdale Automotive, LLC
Zabonick, Jerry; Hawkins, Scott Balance Shaft	United States EPH 44	10/877,711 06/25/2004			Hillsdale Automotive, LLC
Manzoor, S.; Zabonick, J. System & method for facilitating the design of a vibration control device	United States	10/907,013 3/16/2005 (priority date 3/16/2004) (pending) 11/425,924 6/22/2006			Hillsdale Automotive, LLC
Manzoor, S.; Christenson, B. Torsional vibration damper	United States				Hillsdale Automotive, LLC

FORMER
EAGLEPICHER TECHNOLOGIES LLC
PATENTS

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15782.00104

INVENTOR/TITLE	COUNTRY/ CODE MATTER	SERIAL NO./ FILE DATE	PATENT NO./ ISSUE DATE	EXPIRATION DATE	POST-EXIT OWNER
Morse, Elliott M. Cell Having A Dome-Shaped Solid Ceramic Electrolyte	United States EPE 23	07/279,035 12/02/1988	4,894,299 01/16/1990	12/02/2008	New EaglePicher Technologies, LLC
Hart, M; Qualls, T., Studyvin, W. System & method for nondestructive testing of thermal batteries	United States	11/162,061 8/26/2005 (priority date 8/31/2004)			New EaglePicher Technologies, LLC
Studyvin, W.; Coatney, E.; Pennock, T.; Miller, G.; Shimp, P. Method & apparatus for cell equalization with charging sources and shunt regulators	United States	11/163,667 10/26/2005 (priority date 11/10/2004)			New EaglePicher Technologies, LLC
Studyvin, W.; Coatney, E.; Pennock, T.; Miller, G.; Shimp, P. Method & apparatus for cell equalization with isolated charging sources	United States	11/163,668 10/26/2005 (priority date 11/10/2004)			New EaglePicher Technologies, LLC
Studyvin, W.; Coatney, E.; Pennock, T.; Miller, G.; Shimp, P. Method & apparatus for cell equalization with switched charging sources	United States	11/163,669 10/26/2005 (priority date 11/10/2004)			New EaglePicher Technologies, LLC
Dixon, G. et al System & Method for manufacturing a thermal battery	United States	60/743,229 2/3/2006 (non-provisional application being prepared)			New EaglePicher Technologies, LLC
Wheeler, James R.; Girard, Steven L.; Richardson, Randal C. Method And Apparatus for Cooling Or Heating Battery Cells During Electrical Testing	United States EPE 39	07/878,628 05/05/1992	5,257,463 11/02/1993	05/05/2012	New EaglePicher Technologies, LLC
Repplinger, Ronald S.; Coates, Dwaine K. Nonwoven Electrode Construction	United States EPE 47	08/248,868 05/24/1994	5,518,833 05/21/1996	05/24/2014	New EaglePicher Technologies, LLC
Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	United States EPE 58	08/387,300 02/27/1995	5,464,701 11/07/1995	02/27/2015	New EaglePicher Technologies, LLC

INVENTOR/TITLE	COUNTRY/ CODE MATTER	SERIAL NO./ FILE DATE	PATENT NO./ ISSUE DATE	EXPIRATION DATE	POST-EXIT OWNER
Rey, Gonzalo C. Battery	United States EPE 60	29/035,398 02/27/1995	D367,255 02/20/1996	02/20/2010	New EaglePicher Technologies, LLC
Lee, John T. M. Portable Vessel For The Safe Storage Of Explosives	United States EPI	520,983 05/09/1990	4,979,632 12/25/1990	05/09/2010	New EaglePicher Technologies, LLC
Potts, Thomas M. Purified Tetraethoxysilane And Method Of Purifying	United States EPSM 31	08/558,682 11/16/1995	5,840,953 11/24/1998	11/16/2015	New EaglePicher Technologies, LLC
Spencer, Richard D. Thermal Battery	United States EPTD 04	09/587,444 06/06/2000	6,475,662 11/05/2002	06/06/2020	New EaglePicher Technologies, LLC
Coates, Dwaine K.; Chaipetti, Dennis P. Process Of Forming a Nickel Electrode	United States EPTD 15	09/208,132 12/09/1998	6,193,871 02/27/2001	12/09/2018	New EaglePicher Technologies, LLC
Davidson, Chris R. Temperature Compensated Battery Charger System	United States EPTD 20	09/109,961 07/02/1998	6,016,048 01/18/2000	07/02/2017	New EaglePicher Technologies, LLC
Abesadze, Temiuraz; Saunders, W. Ed.; Wachs, Marvin; Manning, Dennis K. Enrichment of Silicon or Germanium Isotopes	United States EPTD 24A	09/428,373 10/28/1999	6,146,601 11/14/2000	10/28/2019	EaglePicher Boron, LLC
Grizzle, Joseph H., Jr.; Whitman, Donald R.; Harmon, Thomas R. Electical Power Generator	United States EPTD 28	09/613,890 07/11/2000	6,376,944 04/23/2002	07/11/2020	New EaglePicher Technologies, LLC
Nowlin, Ronald D. Jr.; Throneberry, Heath; McCrokle, Donnie M.; Hathaway, Steven E. Battery Charger and Charge Control System	United States EPTD 41	10/051,402 01/18/2002	6,518,726 02/11/2003	01/18/2022	New EaglePicher Technologies, LLC
Peabody, Mark John Reserve Battery With Set Back Mechanism For Delayed Battery Activation	United States EPTD 42R	10/924,000 08/23/2004	2006/0040174 2/23/2006		New EaglePicher Technologies, LLC

INVENTOR/TITLE	COUNTRY/ CODE MATTER	SERIAL NO./ FILE DATE	PATENT NO./ ISSUE DATE	EXPIRATION DATE	POST-EXIT OWNER
Cantwell, Henry E.; Eason, David B. Homoepitaxial Layers of P-Type Zinc Oxide and the Fabrication Thereof	United States EPTD 45	10/071,044 02/07/2002	6,624,441 09/23/2003	02/07/2022	New EaglePicher Technologies, LLC
Miller, David L. Autoclavable Battery Pack	United States EPTD 48R	10/287,727 11/04/2002	6,756,766 06/29/2004	11/04/2022	New EaglePicher Technologies, LLC
Brand, Christo Anode Design for a Prismatically Wound LiMnO2 Cell	United States EPTD 52	10/792,242 03/03/2004	2005/0196667 9/8/2005		New EaglePicher Technologies, LLC
Gileff, Mike; Brule, Maurice Battery with Complete Discharge Device	United States EPTD 57R	10/792,367 03/03/2004	2005/0194927 9/8/2005		New EaglePicher Technologies, LLC

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EAGLEPICHER INCORPORATED
PATENTS

SANFRANCISCO/179490.5

DRAFT 04/17/06

NY2:A1668435/02/ZRDF02!.DOC\71606.0015

INVENTOR/TITLE Shemer, Steve; Sheikh, Ayaz Chrome brake noise insulator shim	COUNTRY/ CODE MATTER United States	SERIAL NO./ FILE DATE 29/214,982 10/12/2004 (pending)	PATENT NO./ ISSUE DATE	EXPIRATION DATE Design Patent (not published)	POST-EXIT OWNER Wolverine Advanced Materials, LLC
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RECORDED: 08/07/2006

PATENT
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