# PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Patent Security Agreement recorded at Reel

022407/Frame 0806

#### **CONVEYING PARTY DATA**

Name	Execution Date
General Electric Capital Corporation, as Collateral Agent	01/29/2010

#### **RECEIVING PARTY DATA**

Name:	EaglePicher Medical Power, LLC	
Street Address:	5850 Mercury Drive, Suite 250	
Internal Address:	c/o Shawn McCue	
City:	Dearborn	
State/Country:	MICHIGAN	
Postal Code:	48126	

#### PROPERTY NUMBERS Total: 6

Property Type	Number
Application Number:	11751765
Application Number:	12023573
Application Number:	60887795
Application Number:	11934747
Application Number:	60864330
Application Number:	61020328

### **CORRESPONDENCE DATA**

Fax Number: (949)475-4754

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Stephanie S. Kann Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

PATENT

REEL: 023873 FRAME: 0358

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ATTORNEY DOCKET NUMBER:	26565-00014		
NAME OF SUBMITTER:	Stephanie S. Kann		
Total Attachments: 4 source=eaglepicherreleasepatentge#page1.tif source=eaglepicherreleasepatentge#page2.tif source=eaglepicherreleasepatentge#page3.tif source=eaglepicherreleasepatentge#page4.tif			

PATENT REEL: 023873 FRAME: 0359

# TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT

TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT, dated as of January 29, 2010, by GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent (as defined below) for the benefit of the Secured Parties (as defined below) in connection with the Second Amended and Restated First Lien Credit and Guaranty Agreement, dated as of December 31, 2007 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among EAGLEPICHER CORPORATION, a Delaware limited liability company (the "Borrower"), CERTAIN SUBSIDIARIES OF THE BORROWER (the "Guarantors"), the LENDERS PARTY THERETO FROM TIME TO TIME (the "Lenders") and GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (together with its permitted successors in such capacity, the "Administrative Agent") and as Collateral Agent (together with its permitted successor in such capacity, the "Collateral Agent"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, pursuant to a Joinder Agreement dated as of March 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Joinder Agreement"), EaglePicher Medical Power, LLC, a Delaware limited liability company (the "Grantor"), became a party to an Amended and Restated First Lien Pledge and Security Agreement dated as of December 31, 2007 in favor of the Collateral Agent (the "Security Agreement"), by and among the Borrower, each other entity party there to as a "Grantor" and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor was required to execute and deliver a Patent Security Agreement dated as of March 11, 2009 (the "Patent Security Agreement"), which Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 022407, Frame 0806 on March 17, 2009, for the purpose of securing the full, prompt and complete payment and performance of the Secured Obligations (as defined in the Patent Security Agreement) of the Borrower and each other Credit Party; and

WHEREAS, pursuant to the Patent Security Agreement, the Grantor granted, assigned and pledged to the Collateral Agent, for the benefit of the Secured Parties, by way of collateral security, all of the Patent Collateral (as defined in the Patent Security Agreement) as security for the full, prompt and complete payment and performance of the Secured Obligations (as defined in the Patent Security Agreement).

The Collateral Agent, on behalf of the Secured Parties and in connection with the sale of the outstanding equity interests in the Grantor, has agreed (i) to terminate and release its security interest and its right, title and interest in, to and under certain of the Patent Collateral which are identified on Exhibit A attached hereto, including all reissues, continuations or continuations-in-part of the foregoing and 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 listed on Exhibit A (collectively, the "Released Patents"), such Released Patents being owned by and registered in the name of the Grantor and (ii) to assign and transfer to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey and re-vest in the Grantor the entire right, title and interest to the Released Patents as herein provided;

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, hereby releases the Grantor from the Patent Security Agreement and assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Collateral Agent's right, title and interest in and to each of the Released Patents, effective as of the date set forth above.

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PATENT REEL: 023873 FRAME: 0361 GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: Angle Angle Signatory

Title: Duly Authorized Signatory

[Signature Page to Termination and Release of Patent Security Agreement]

A/73277970

**PATENT** 

REEL: 023873 FRAME: 0362

# EXHIBIT A

### REGISTERED PATENTS AND PATENT APPLICATIONS

OWNER	THEE	FILE DATE	SERIAL NO.
EaglePicher Medical Power, LLC	Butterfly Electrode Design/Assembly Method	5/22/2007	11/751,765
EaglePicher Medical Power, LLC	"Electrochemical Device" (Method for Manufacturing Miniature ("Micro") Primary Lithium Batteries)	1/31/2008	12/023,573
EaglePicher Medical Power, LLC	Novel Approach for Manufacturing Miniature ("Micro") Primary Lithium Batteries	2/1/2007	60/887,795
EaglePicher Medical Power, LLC	Modular Micro Implantable Battery Device	11/3/2007	11/934,747
EaglePicher Medical Power, LLC	Modular Micro Implantable Battery Device	11/3/2006	60/864,330
EaglePicher Medical Power, LLC	"Integral Electrochemical Device" (Integral Battery with Side Terminals)	1/10/2008	61/020,328

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**RECORDED: 01/29/2010** 

PATENT REEL: 023873 FRAME: 0363