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 TO:STEPHANIE S. KANN COMPANY:3161 MICHELSON DRIVE

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**01/29/2010  
 501080373**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Amended and Restated Patent Security Agreement recorded at Reel 020723/Frame 0038

**CONVEYING PARTY DATA**

Name	Execution Date
Obeldian, LLC as Collateral Agent	01/29/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	EaglePicher Technologies, LLC
<b>Street Address:</b>	5850 Mercury Drive, Suite 250
<b>City:</b>	Dearborn
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48126

**PROPERTY NUMBERS Total: 26**

Property Type	Number
Patent Number:	4894299
Patent Number:	7545147
Application Number:	11163887
Application Number:	11163888
Application Number:	11163889
Application Number:	60743229
Patent Number:	5257483
Patent Number:	5518833
Patent Number:	5464701
Patent Number:	D367255
Patent Number:	4979632
Patent Number:	5840963
Patent Number:	6475662
Patent Number:	6193871

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Patent Number:	6016048
Patent Number:	6376844
Patent Number:	6518728
Patent Number:	7504177
Patent Number:	6624441
Patent Number:	6756766
Application Number:	10792242
Patent Number:	7190147
Application Number:	11870858
Application Number:	11870890
Application Number:	11870901
PCT Number:	US0503657

## CORRESPONDENCE DATA

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*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

ATTORNEY DOCKET NUMBER:	26565-00014
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NAME OF SUBMITTER:	Stephanie S. Kann
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Total Attachments: 7  
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**PARTIAL RELEASE OF AMENDED AND RESTATED  
PATENT SECURITY AGREEMENT**

**PARTIAL RELEASE OF AMENDED AND RESTATED PATENT SECURITY AGREEMENT**, dated as of January 29, 2010, by **OBSIDIAN, LLC**, as Collateral Agent (as defined below) for the benefit of the Secured Parties (as defined below) in connection with the Second Amended and Restated Second 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 corporation (the "Borrower"), **CERTAIN SUBSIDIARIES OF THE BORROWER** (the "Guarantors"), the **LENDERS PARTY THERETO FROM TIME TO TIME** (the "Lenders") and **OBSIDIAN, LLC**, 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**, EaglePicher Technologies, LLC, a Delaware limited liability company, as a grantor thereunder ("EP Technologies"), each other grantor thereunder (together with EP Technologies, collectively, the "Grantors") and the Collateral Agent entered into that certain Amended and Restated Patent Security Agreement dated as of December 31, 2007 (the "Patent Security Agreement"), which Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 020723, Frame 0038 on March 28, 2008, 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 Grantors 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 EP Technologies, 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 EP Technologies 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 EP Technologies and (ii) to assign and transfer to EP Technologies all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey and re-vest in EP Technologies the entire right, title and interest to the Released Patents as herein provided;

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Nothing herein shall terminate or release any security interest in, or right title or interest of the Collateral Agent in, to or under any Patent Collateral under the Patent Security Agreement other than the Released Patents owned by and registered in the name of EP Technologies;

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 EP Technologies from the Patent Security Agreement and assigns and transfers to EP Technologies, 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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**OBSIDIAN, LLC, as Collateral Agent.**

By:   
Name: Mark K. Holdsworth  
Title: Authorized Signatory

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**EXHIBIT A****REGISTERED PATENTS AND PATENT APPLICATIONS**

EagleFischer Technologies, LLC	Carr, Dennis D. Support Assembly For Cells Of A Second Battery	Canada EPE	500,980 02/03/1986	1,263,435 11/28/1989
EagleFischer Technologies, LLC	Cupp, Earl B. Improved Lithium Alloy Anode For Thermal Cells	Canada EPE	510,218 05/28/1986	1,266,880 03/20/1990
EagleFischer Technologies, LLC	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
EagleFischer 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)	7,545,147 06/09-/2009
EagleFischer Technologies, LLC	Studyvin, W.; Costney, E.; Pennock, T.; Miller, G.; Shimp, P. Method & system for cell equalization with charging sources and shunt regulators	United States	11/163,667 10/26/2005 (priority date 11/10/2004)	
EagleFischer Technologies, LLC	Studyvin, W.; Costney, E.; Pennock, T.; Miller, G.; Shimp, P. Method & system for cell equalization with isolated charging sources	United States	11/163,668 10/26/2005 (priority date 11/10/2004)	
EagleFischer Technologies, LLC	Studyvin, W.; Costney, E.; Pennock, T.; Miller, G.; Shimp, P. Method & system for cell equalization with switched charging sources	United States	11/163,669 10/26/2005 (priority date 11/10/2004)	
EagleFischer 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)	
EagleFischer 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 05/03/1992	5,257,463 11/02/1993

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EaglePicher Technologies, LLC	Wheeler, James R.; Girard, Steven L.; Richardson, Randal C. Method And Apparatus For Cooling Or Heating Battery Cells During Electrical Testing	France EPE 43	9305388 05/05/1993	9305388 04/26/1996
EaglePicher Technologies, LLC	Wheeler, James R.; Girard, Steven L.; Richardson, Randal C. Method and Apparatus for Cooling Or Heating Battery Cells During Electrical Testing	Netherlands EPE 44	9300770 05/05/1993	194816 03/04/2003
EaglePicher Technologies, LLC	Reppinger, Ronald S.; Coates, Dwayne K. Nonwoven Electrode Construction	United States EPE 47	08/248,868 05/24/1994	5,518,833 05/21/1996
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
EaglePicher Technologies, LLC	Rey, Gonzalo C. Battery	United States EPE 60	29/035,398 02/27/1995	D367,255 02/20/1996
EaglePicher Technologies, LLC	Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	Great Britain EPE 62GB	9717135.9 08/15/1995	2313950B 10/07/1998
EaglePicher Technologies, LLC	Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	Mexico EPE 62MX	976317 08/27/1995	193272 09/02/1999
EaglePicher Technologies, LLC	Rey, Gonzalo C. Leakproof, Valve Regulated, Maintenance-Free Lead Acid Battery	India EPE 63	1565/DEL/1995 08/22/1995	
EaglePicher Technologies, LLC	Lee, John T. M. Portable Vessel For The Safe Storage Of Explosives	United States EPI	520,983 03/09/1990	4,979,632 12/25/1990
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
EaglePicher Technologies, LLC	Potts, Thomas M. Purified Tetraethoxysilane And Method Of Purifying	Japan EPSM 34JP	518981/97 11/14/1996	

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EaglePicher Technologies, LLC	Spencer, Richard D. Thermal Battery	United States EPTD 04	09/387,444 06/06/2000	6,475,662 11/05/2002
EaglePicher Technologies, LLC	Spencer, Richard D. Improved Performance Thermal Battery	China P.R. EPTD 04CN	01115966.9 06/05/2001	ZL01115966.9 8/3/2005
EaglePicher Technologies, LLC	Spencer, Richard D. Improved Performance Thermal Battery	European Patent Conv EPTD 04EP	01304767.5 05/31/2001	
EaglePicher Technologies, LLC	Spencer, Richard D. Improved Performance Thermal Battery	Israel EPTD 04IL	143480 05/31/2001	
EaglePicher Technologies, LLC	Spencer, Richard D. Improved Performance Thermal Battery	Japan EPTD 04JP	2001-169349 06/05/2001	
EaglePicher Technologies, LLC	Spencer, Richard D. Improved Performance Thermal Battery	Taiwan EPTD 04TW	90113610 06/05/2001	NI-163312 01/28/2003
EaglePicher Technologies, LLC	Costas, Dwayne K.; Chiappetti, Dennis P. Process Of Forming a Nickel Electrode	United States EPTD 15	09/208,132 12/09/1998	6,193,871 02/27/2001
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
EaglePicher Technologies, 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
EaglePicher Technologies, LLC	Nowlin, Ronald D. Jr.; Throneberry, Heath; McCroble, 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
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	7,504,177 3/17/2009
EaglePicher Technologies, LLC	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

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EaglePicher Technologies, LLC	Miller, David L. Autoclavable Battery Pack	United States EPTD 49R	10/287,727 11/04/2002	6,756,766 06/29/2004
EaglePicher Technologies, LLC	Brand, Christo Anode Design for a Prismatic Wound LiMnO <sub>2</sub> Cell	United States EPTD 52	10/792,242 03/03/2004	2005/0196667 9/8/2005
EaglePicher Technologies, LLC	Brand, Christo Anode Design for a Prismatic Wound LiMnO <sub>2</sub> Cell	Canada EPTD 52CA	2,496,260 2/9/2005	
EaglePicher Technologies, LLC	Brand, Christo Anode Design for a Prismatic Wound LiMnO <sub>2</sub> Cell	Patent Cooperation Treaty EPTD 52WO	PCT/US2005/00 3657 02/07/2005	
EaglePicher Technologies, LLC	Gileff, Mike; Brule, Maurice Battery with Complete Discharge Device	United States EPTD 57R	10/792,357 03/03/2004	7,190,147 3/13/2007
EaglePicher Technologies, LLC	Gileff, Mike; Brule, Maurice Battery With Complete Discharge Device	European Patent Convention	04783223.1 9/29/2004	
EaglePicher Technologies, LLC	Ferraro, Jim S&M MANUFACTURING THERMAL BATTERIES	USA	11/670,856 02/02/07	
EaglePicher Technologies, LLC	Ferraro, Jim System and Method for Manufacturing a Thermal Battery	USA	11/670,890 02/02/07	
EaglePicher Technologies, LLC	Ferraro, Jim Automated Tracking and Storage System for use with an Automated Thermal Battery Manufacturing System	USA	11/670,901 02/02/07	

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