

10-21-1999



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MRD
10-19-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/21/1999 DNGUYEN 00000259 1797516

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 001977 FRAME: 0053

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(404) 881-7000

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,797,516"/>	<input type="text" value="1,383,849"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

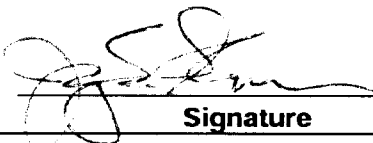
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jay E. Sloman

Name of Person Signing



Signature

12/17/99

Date Signed

TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of October 12, 1999 executed and delivered by BIRMINGHAM STEEL CORPORATION, a corporation organized under the laws of Delaware (the "Borrower"), each of the undersigned Subsidiaries and the other Persons from time to time a party hereto (the Borrower, each of such Subsidiaries and each other such Person a "Debtor" and collectively the "Debtors") in favor of STATE STREET BANK AND TRUST COMPANY, solely in its capacity as Collateral Agent (the "Collateral Agent") for the benefit, and on behalf, of the Secured Parties.

WHEREAS, the Borrower, certain of its Subsidiaries, the Secured Parties and the Collateral Agent have entered into that certain Omnibus Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Omnibus Collateral Agreement"), to provide for, among other things, the securing of the Secured Obligations owing to the Secured Parties; and

WHEREAS, it is a condition precedent to, among other things, the effectiveness of various amendments by the Secured Parties to certain terms of the agreements evidencing the terms of such Secured Obligations that the parties hereto execute and deliver this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

Section 1. Security Interest in Trademarks. To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, each Debtor hereby collaterally assigns to the Collateral Agent, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, with power of sale to the extent permitted by Applicable Law, all of such Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"): (a) all trademarks, trademark applications, service marks, and service mark applications, including without limitation, the registered trademarks, trademark applications, service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world, all of the foregoing described in this Clause (a) collectively, the "Trademarks"; (b) the goodwill of the Debtor's business connected with and symbolized by the

Trademarks; and (c) Related Assets and all products and proceeds relating to any of the foregoing.

Section 2. Security Interest in Copyrights. To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, each Debtor hereby collaterally assigns to the Collateral Agent, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, with power of sale to the extent permitted by Applicable Law, all of such Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Copyright Collateral", and together with the Trademark Collateral, the "Collateral"): (a) all copyrights and copyright applications, including without limitation, the registered copyrights and copyright applications listed on Schedule 2 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; and (b) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 3. Restrictions on Future Agreements. So long as no Event of Default has occurred and is continuing, the Collateral Agent hereby grants to the Debtor the exclusive right and license to use the Collateral. Except as permitted by the Omnibus Collateral Agreement, the Debtors shall not enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in any of the Collateral (including, without limitation, the license granted herein) to any Person, except that so long as no Default or Event of Default has occurred and is continuing, the Debtors may enter into license or royalty agreements with respect to the Collateral so long as such agreements are collaterally assigned to the Secured Parties pursuant to the terms hereof. No Debtor will take any action or fail to take any action, and each Debtor will use its best efforts to prevent any action by any Person, which would adversely affect the validity or enforceability of the rights in the Material Collateral transferred by such Debtor to the Collateral Agent, for the benefit of the Secured Parties, under this Agreement or the rights associated with any of the Material Collateral.

Section 4. New Collateral. The Debtors, jointly and severally, represent and warrant that Schedules 1 and 2 are true, correct and complete listings of all of the applications and registrations for trademarks, service marks and copyrights of the Debtors. If, prior to the termination of this Agreement, any Debtor shall obtain rights to any other trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications or other property which constitutes or would constitute Collateral, or such Debtor shall register any Trademark Collateral with the United States Patent and Trademark Office ("USPTO") which Trademark Collateral is not so registered

as of the date hereof, or such Debtor shall register any Copyright Collateral with the United States Copyright Office ("USCO") which Copyright Collateral is not so registered as of the date hereof, such Debtor shall promptly so notify the Collateral Agent in writing. Upon such occurrence, the Debtor shall, at the request of the Collateral Agent and at the Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Collateral Agent may reasonably request to subject such other trademarks, trademark applications, service marks, service mark applications, copyrights, or copyright applications or other property to the conditional assignment and security interest effected hereby and/or to perfect such conditional assignment and security interest.

Section 5. Representations. The Debtors, jointly and severally, represent and warrant to the Collateral Agent, for the benefit of the Secured Parties that:

(a) All of the Trademark Collateral constituting part of the Material Collateral is subsisting and no Material Collateral has been adjudged invalid or unenforceable in whole or in part;

(b) The Trademark Collateral which is Material Collateral (other than any trademark or service mark application) is (and, to the knowledge of the Debtors, any trademark or service mark application of the Debtors is) valid and enforceable and no claim has been made that the use of any of the Trademark Collateral which is Material Collateral infringes upon the rights of any Person;

(c) The Debtors (i) are the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all Material Collateral and to the best knowledge of the Debtor all other Trademark Collateral (other than any trademark or service mark application), free and clear of any Liens other than Permitted Liens and licenses granted to other Debtors or any Secured Party, and (ii) to the knowledge of the Debtors, are the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Material Collateral consisting of any trademark or service mark application, free and clear of any Liens other than Permitted Liens;

(d) All of the copyright Collateral constituting part of the Material Collateral is subsisting and no Material Collateral has been adjudged invalid or unenforceable in whole or in part;

(e) The Copyright Collateral which is Material Collateral (other than any copyright application) is (and, to the knowledge of the Debtors, any copyright application of the Debtors is) valid and enforceable and no claim has been made that the use of any of the Copyright Collateral infringes which is Material Collateral upon the rights of any Person;

(f) The Debtors (i) are the sole and exclusive owners of the entire and unencumbered right, title, and interest in and to all Material Collateral and to the best knowledge of the Debtor all other of the Copyright Collateral (other than any trademark

or service mark application), free and clear of any Liens other than Permitted Liens and licenses granted to other Debtors or any Secured Party, and (ii) to the knowledge of the Debtors, are the sole and exclusive owners of the entire and unencumbered right, title, and interest in and to the Material Collateral consisting of any copyright application, free and clear of any Liens other than Permitted Liens;

(g) Schedule 5 hereof sets forth all material license and royalty agreements or other arrangements regarding or in any way relating to any Collateral (the "License Agreements") and no item set forth on Schedule 5 hereof prohibits or limits the Debtors in any way from granting to the Collateral Agent, for the benefit of the Secured Parties the collateral assignment and security interest effected by this Agreement; and

(h) The Debtors have used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with their use of the Material Collateral; and

(i) The Debtors have used, and will continue to use for the duration of this Agreement, consistent standards of quality in manufacture and provision of products and services sold or provided under the trademarks included in the Material Collateral.

Section 6. Royalties; No Liability. The Collateral Agent's interest in the Collateral as granted and authorized by the Debtors hereunder shall be coextensive with the Debtors' interest in the Collateral and shall not create any liability for the payment of royalties or other charges from the Collateral Agent to the Debtors. Notwithstanding any other provision of this Agreement to the contrary, the Debtors expressly acknowledge and agree that they shall continue to observe and perform all of the conditions and obligations contained in the License Agreements to be observed and performed by them, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Collateral Agent to be under any obligation or liability in any respect whatsoever to any party to any License Agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 7. Right to Inspect. The Collateral Agent shall have the right from time to time, upon reasonable notice and during normal business hours, to enter upon a Debtor's premises and to examine such Debtor's books, records and operations relating to the Collateral. After the occurrence and during the continuance of an Event of Default, the Debtors agree that the Collateral Agent, for the benefit of the Secured Parties shall have the right to take any and all actions to preserve the Collateral and prosecute any and all infringements thereon.

Section 8. Termination of Collateral Assignment and Security Interest. This Agreement is made for collateral security purposes only. Upon the indefeasible payment in full of all of the Secured Obligations, this Agreement shall terminate and the Collateral Agent shall execute and deliver to the Debtors, at the Debtors' sole cost and expense, all termination statements, releases, reassignments and other instruments as the Debtors may

reasonably request to terminate the Collateral Agent's security interest in, and collateral assignment of, the Collateral. Any affidavit, certificate or other written statement of any officer of the Collateral Agent stating that any part of the Secured Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 9. Additional Obligations of the Debtors. (a) Each Debtor shall take all reasonable and necessary action to preserve and maintain all of the Debtor's rights in (i) the Trademark Collateral listed on Schedule 1, other than the "P PESCO and Design" (#T941, 356), (ii) trademarks and servicemarks registered after the date hereof, and (iii) Collateral which is material to its business (the "Material Collateral"), including without limitation, making timely filings with the USPTO and the USCO for renewals and extensions and diligently monitoring unauthorized use of the Material Collateral except for such filings and other actions, the failure to complete of which could have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

(b) Each Debtor shall notify the Collateral Agent promptly if the Debtor knows that any application or registration relating to any Material Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO, USCO or any court) regarding the Debtor's ownership of or the Collateral Agent's interest in, any Material Collateral, their right to register the same, or their right to keep and maintain the same.

(c) Each Debtor will at the Debtor's sole cost and expense, take or cause to be taken all reasonable and necessary steps and actions, including without limitation, in any proceeding before the USPTO, USCO or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to use its best efforts to obtain the relevant registration) and to maintain the Material Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees except for such filings and other actions, the failure to complete of which could have a Material Adverse Effect. In the event Debtor fails to take such necessary steps or actions in a manner to insure deadlines for such filings are met, the Collateral Agent may, in its sole discretion and at Debtor's expense, take such necessary steps and actions in the name of the Debtor in order to preserve the Collateral.

(d) If any of the Material Collateral is infringed by any Person, the Borrower shall notify the Collateral Agent promptly after the Borrower or any other Debtor learns thereof. At the Collateral Agent's request, if such infringement could have a Material Adverse Effect, and at the Debtors' sole cost and expense, the infringed Debtor shall promptly take such actions, which may include bringing any claim for infringement and for recovery of any and all damages for such infringement (with counsel reasonably acceptable to the Collateral Agent, if counsel is necessary) as shall be appropriate under the circumstances to protect such Collateral.

Section 10. Right to Sue. If an Event of Default has occurred and is continuing, the Collateral Agent, on behalf of the Secured Parties shall have the right, but not the obligation, to bring suit in its own name or in the name of any Debtor to enforce any rights pertaining to the Collateral and, if the Collateral Agent shall commence any such suit, such Debtor shall, at the request of the Collateral Agent and at the sole cost and expense of such Debtor, cooperate fully to the extent requested by the Collateral Agent in aid of such enforcement. Each Debtor shall, upon demand, promptly reimburse the Collateral Agent and any Secured Party for all reasonable costs and expenses incurred by the Collateral Agent and any Secured Party in the exercise of such enforcement (including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 11. Exercise of Rights and Remedies upon an Event of Default. In addition to any right or remedy that the Collateral Agent may have under the Omnibus Collateral Agreement, or the other Transaction Documents or otherwise under Applicable Law, if an Event of Default shall have occurred, the Collateral Agent may exercise any and all the rights and remedies of a secured party under the Uniform Commercial Code as in effect in any applicable jurisdiction (the "Code") and may otherwise sell, assign, transfer, endorse and deliver the whole or, from time to time, any part of the Collateral at a public or private sale, for cash, upon credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as the Collateral Agent shall deem appropriate. Each purchaser at any sale of Collateral shall take and hold the property sold absolutely free from any claim or right on the part of any Debtor, and each Debtor hereby waives (to the fullest extent permitted by Applicable Law) all rights of redemption, stay and/or appraisal which such Debtor now has or may at any time in the future have under any Applicable Law now existing or hereafter enacted. Each Debtor agrees that, to the extent notice of sale shall be required by Applicable Law, at least 10 days' prior written notice to such Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, but notice given in any other reasonable manner or at any other reasonable time shall constitute reasonable notification. Such notice, in case of public sale, shall state the time and place for such sale, and, in the case of sale on a securities exchange, shall state the exchange on which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such exchange. Any such public sale shall be held at such time or times and at such place or places as the Collateral Agent may fix and shall state in the notice or publication (if any) of such sale. At any such sale, the Collateral, or portion thereof to be sold, may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may determine in its sole and absolute discretion. The Collateral Agent shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case the sale of all or any part of the Collateral is made on credit or for future delivery, the

Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability to the Debtors in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public sale made pursuant to this Agreement, the Collateral Agent and the Secured Parties, to the extent permitted by Applicable Law, may bid for or purchase, free from any right of redemption, stay and/or appraisal on the part of any Debtor (all said rights being also hereby waived and released to the extent permitted by Applicable Law), any part of or all the Collateral offered for sale and may make payment on account thereof by using any claim then due and payable to the Secured Parties from any Debtor as a credit against the purchase price, and the Collateral Agent and the Secured Parties may, upon compliance with the terms of sale and to the extent permitted by Applicable Law, hold, retain and dispose of such property without further accountability to any Debtor therefor. For purposes hereof, a written agreement to purchase all or any part of the Collateral shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Debtor shall be entitled to the return of any Collateral subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default may have been remedied or the Secured Obligations may have been paid in full as herein provided.

Section 12. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied by the Collateral Agent, for the benefit of the Secured Parties in the order provided for in the Intercreditor Agreement.

Section 13. Collateral Agent Appointed Attorney-in-Fact. Each Debtor hereby irrevocably appoints the Collateral Agent as such Debtor's attorney-in-fact, with full authority in the place and stead of such Debtor and in the name of such Debtor or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default, in the Collateral Agent's discretion, to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Collateral Agent may have under this Agreement or Applicable Law, including, without limitation: (a) to obtain and adjust insurance required to be maintained pursuant to the Security Agreement; (b) upon the occurrence of and during the continuance of an Event of Default to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral including any Receivable; (c) upon the occurrence of and during the continuance of an Event of Default to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above; (d) upon the occurrence of and during the continuance of an Event of Default to sell or assign any Receivable upon such terms, for such amount and at such time or times as the Collateral Agent deems advisable, to settle, adjust, compromise, extend or renew any Receivable or to discharge and release any Receivable; and (e) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for

the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

Section 14. The Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect the interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent, nor any of the Secured Parties to cause the Collateral Agent, to exercise any such powers. Except for reasonable care in the custody and preservation of any Collateral in the possession of the Collateral Agent and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty to any Debtor as to any Collateral in the absence of willful misconduct or gross negligence. With respect to the Debtors, the Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property; it being understood that the Collateral Agent shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Debtors.

Section 15. Binding Effect; Benefits. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until indefeasible payment in full of the Secured Obligations, (b) be binding upon each Debtor, and its respective successors and assigns and (c) inure to the benefit of the Collateral Agent and the Secured Parties, and their respective successors and permitted assigns. A Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor and the Secured Parties' successors and assigns shall include all permitted assignees and participants of any of the Secured Obligations; provided, however, that a Debtor shall not be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Collateral Agent as Collateral under this Agreement, except as permitted herein or without the prior written consent of the Collateral Agent.

Section 16. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by such Debtor and the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given provided, however, Schedule 1 attached hereto shall be deemed amended to include any Trademark Collateral, Copyright Collateral and other Collateral set forth on Schedule III to any Accession Agreement executed and delivered by any Pledgor after the date hereof.

Section 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY

PERFORMED, IN SUCH STATE.

Section 18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 19. WAIVER OF BOND, NOTICE, OTHER LAWS. EACH DEBTOR WAIVES (a) ANY NOTICE PRIOR TO THE TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE COLLATERAL AGENT TO EXERCISE ANY OF THE COLLATERAL AGENT'S REMEDIES SET FORTH HEREIN AND (b) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS.

Section 20. Rights Cumulative. (a) Pursuant to the Security Agreement the Debtors have granted to the Collateral Agent a continuing security interest in and lien on, among other things, the Collateral. The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant and collateral assignment of the Collateral hereunder, or the recordation of this Agreement (or any document hereunder), adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or any present or future rights and interests on the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Collateral (and any and all obligations of the Debtors with respect to the Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Debtors) to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. In exercising rights and remedies the Collateral Agent may be selective and no failure or delay by the Collateral Agent or any Secured Party in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right. In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

Section 21. Notices. All notices and other communications required or permitted under this Agreement shall be given, and shall be deemed effective, in accordance with the applicable provisions of the Omnibus Collateral Agreement.

Section 22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 23. JOINT AND SEVERAL OBLIGATIONS. THE OBLIGATIONS OF THE DEBTORS HEREUNDER SHALL BE JOINT AND SEVERAL AND EACH DEBTOR CONFIRMS THAT IT IS LIABLE FOR ALL OF THE OBLIGATIONS AND LIABILITIES OF OTHER DEBTORS HEREUNDER.

Section 24. Authority of Collateral Agent. Each Debtor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Collateral Agent and the Secured Parties, be governed by the Omnibus Collateral Agreement and the Intercreditor Agreement and such other agreement with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and a Debtor, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority to act or refrain from acting, and no Debtor shall be under any obligations, or entitlement, to make any inquiry respecting such authority.

Section 25. Security Interest Absolute. All rights of the Collateral Agent hereunder, the grant of a security interest in the Collateral and all obligations of the Debtors hereunder, shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of any Transaction Document, or any other agreement or instrument relating thereto, (b) any change in the time, manner or place of the payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the terms of any Transaction Document, (c) any exchange, release or nonperfection of any other collateral securing all or any part of any of the Secured Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Debtor in respect of the Secured Obligations or in respect of this Agreement.

Section 26. Indemnification. The Debtors agree to indemnify and hold the Collateral Agent, the Collateral Agent Bank, the Secured Parties and any corporation controlling, controlled by, or under common control with, the Collateral Agent or any Secured Party, and any officer, attorney, director, shareholder, agent or employee of the Collateral Agent, any Secured Party or any such corporation (each an "Indemnified Person"), harmless from and against any claim, loss, damage, action, cause of action, liability, cost and expense or suit of any kind or nature whatsoever (collectively, "Losses"), brought against or incurred by an Indemnified Person, in any manner arising out of or, directly or indirectly, related to or connected with this Agreement, including without limitation, the exercise by the Collateral Agent of any of its rights and remedies under this Agreement or any other action taken by the Collateral Agent pursuant to the terms of this Agreement; provided, however, the Debtors shall not be liable to an Indemnified Person for any Losses to the extent found in a final, non-appealable

judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person. The Debtors' obligations under this section shall survive the termination of this Agreement and the payment in full of the Secured Obligations.

Section 27. Definitions. For purposes of this Agreement:

(a) "Material Collateral" shall have the meaning set forth in Section 9(a) hereof.

(b) "Related Assets" means (a) all trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and (b) the following documents and things in the possession or under the control of the Debtors, or subject to their demand for possession or control, related to the production, delivery, provision and sale by the Debtors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Debtors in connection with the Trademarks and the goodwill evidenced thereby, whether prior to, on or subsequent to the date hereof: (i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Debtors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity; (ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks; (iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks; and (iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Debtors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks.

(c) "Secured Obligations" means, individually and collectively all Secured Obligations (as defined in the Omnibus Collateral Agreement).

(d) "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York or, where the context herein requires, the Uniform Commercial Code of the jurisdiction that governs the creation and perfection of a security interest in any Collateral or that governs the rights, remedies and obligations of the Collateral Agent in connection with the repossession or foreclosure of any Collateral.

(e) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Omnibus Collateral Agreement.

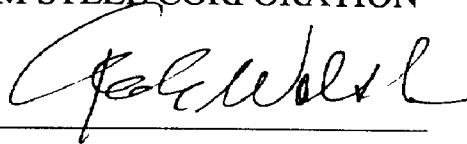
(f) References in this Agreement to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark and Copyright Collateral Assignment and Security Agreement under seal as of the date and year first written above.

BIRMINGHAM STEEL CORPORATION

By: _____

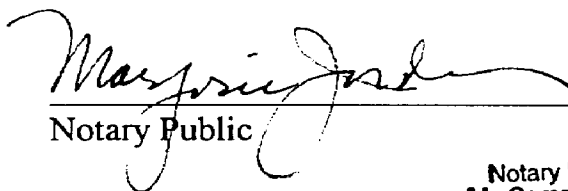


Name: _____

Title: _____

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed and acknowledged before me as of October 12, 1999, by KEVIN E. WALSH, personally known to me to be the EX VICE PRES + CEO of Birmingham Steel Corporation, on behalf of such corporation.



Notary Public

My commission expires: _____


Notary Public, Fulton County, Georgia
My Commission Expires January 30, 2001

(NOTARIAL SEAL)

[Acceptance on Next Page]

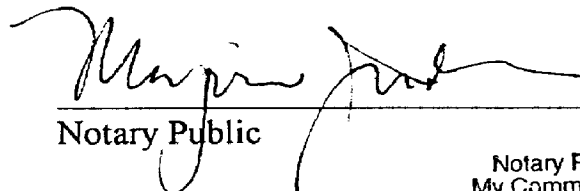
Accepted and agreed to as of the date
first written above.

STATE STREET BANK AND TRUST
COMPANY

By: 
Name: Michael M Hopkins
Title: Vice President

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

The foregoing Trademark and Copyright Collateral Assignment and Security Agreement was executed before me as of October 12, 1999, by Michael M. Hopkins, personally known to me to be the Vice President of STATE STREET BANK AND TRUST COMPANY, on behalf of such entity.



Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires January 30, 2001

My commission expires: _____

(NOTARIAL SEAL)

SCHEDULE 1
TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Filing Date</u>	<u>Jurisdiction of Registration</u>
B and Design	1,797,516	10/12/93	USA
B and Design	1,383,849	2/25/86	USA
P PESCO and Design	T941,356	10/18/94	Florida

SCHEDULE 2
COPYRIGHT COLLATERAL

<u>Title of Work</u>	<u>Registration Number</u>
The wire rope guide.	RE596733
The wire drawer's bull block guide.	RE596732
The billet grinding guide.	RE596731
The straightening & cutting guide.	A654584.
Rubber insulated building wire & cables.	R317081.
The cold roll carbon strip cleaning guide.	A688100.
The wire galvanizing guide.	A688101.
The flash welder guide.	A688103.
The cold roll slitting guide.	A688104.
The cold roll finish rolling guide.	A688105.
The cold roll breakdown rolling guide.	A688108.
Amerclad colds & cables.	R332079.
The tester guide.	RE566340
The tractor operator's guide.	RE566339
Principles of welding rods and wire.	RE566338

**SCHEDULE 5
LICENSE AGREEMENTS**

None.