

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Philadelphia, Bethlehem and New England Railroad Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: ISG Technologies Inc.
 Internal Address: _____
 Street Address: 3250 Interstate Drive
 City: Richfield State: OH Zip: 44286

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 07/31/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1463090

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jay L. Lazar
 Internal Address: _____

 Street Address: 116 Research Drive

 City: Bethlehem State: OH Zip: 18015-4731

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 022225

DO NOT USE THIS SPACE

9. Signature.
 Jay L. Lazar USPTO Reg. No. 37,541  8/29/2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$40.00 022225 1463090

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of July 31, 2003 (the "*Effective Date*"), is made by and between PHILADELPHIA, BETHLEHEM AND NEW ENGLAND RAILROAD COMPANY, a Delaware corporation ("*Assignor*"), and ISG TECHNOLOGIES INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and ISG Acquisition Inc., a Delaware corporation ("*Buyer*") are parties to that certain Asset Purchase Agreement, dated as of March 12, 2003 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Acquired Assets" as defined in the Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of United States Trademark Reg. No. 1, 463,090, registered October 27, 1987, "PBNE" (the "*Trademark*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to Section 11.3 of the Purchase Agreement, the Trademarks and its associated goodwill are to be assigned to Assignee at Buyer's request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business in connection with which the Trademark is used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademark and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation or perfection of this Assignment.

Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Trademarks in the Purchase Agreement.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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ISG TECHNOLOGIES INC.

By: *Gordon Spelich*

Name: Gordon Spelich

Title: Vice President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

On this 18th day of August, 2003 personally appeared before me Gordon Spelich, known to me to be Vice President of ISG TECHNOLOGIES INC., who acknowledged that he/she signed this instrument as a free act on behalf of ISG TECHNOLOGIES INC.

Sue E. Heister
Notary Public: *Sue E. Heister*
My commission expires:

SUE E. HEISTER
Notary Public, State of Ohio
My Commission Expires 10/27/2007

