

5-16-03

05-21-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102453888

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

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

1. Name of conveying party(ies):
Bethlehem Steel Corporation

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

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

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

Execution Date: 05/06/2003

2. Name and address of receiving party(ies)
 Name: ISG Technologies Inc.
 Internal Address:
 Address:
 Street Address: 3250 Interstate Drive - 2nd Fl
 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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 2697435
 1734217; 171606; 224903; 2020195

Additional number(s) attached Yes No

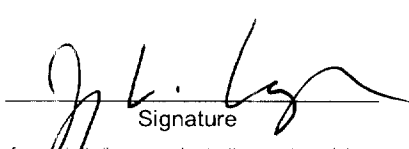
6. Total number of applications and registrations involved: 25

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jay L. Lazar
 Internal Address:
 Street Address: ISG Bethlehem Research
 116 Research Drive
 City: Bethlehem State: PA Zip: 18015-4731

7. Total fee (37 CFR 3.41) \$ 640.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 022225

DO NOT USE THIS SPACE

9. Signature.
 Jay L. Lazar  May 16, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

05/20/2003 TDIAZ1 00000038 022225 2697435

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

01 FC:8521 40.00 CH
02 FC:8522 600.00 CH

TRADEMARK REEL: 002736 FRAME: 0948

Page 2 of Recordation Form Cover Sheet

Continuation of Item 4, Trademark Registration Numbers Assigned

0578870
0585737
0751151
1239963
1239964
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1689813
2500439

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of May 6, 2003 (the "*Effective Date*"), is made by and between BETHLEHEM STEEL CORPORATION, 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 Buyer 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 trademarks identified and set forth on Schedule A or that otherwise constitute "Acquired Assets" under the Purchase Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their 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 Trademarks, together with the goodwill of the business in connection with which the Trademarks are 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 Trademarks 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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SCHEDULE A

TRADEMARKS

(See attached listing.)

| DOCKET NO. ===== | MARK ===== | SERIAL/REGISTRATION NO. ===== |
|--------------------------------------|------------------------------------------|-------------------------------------------|
| 2001-COR-00111A United States | [BthlmCommCtr] BETHLEHEM COMMERCE CENTER | 76/354187 2697435 |
| 2002-COR-00017D United States | Stylized "SLEEK AZ" Design | 76/439400 |
| 2002-COR-00017C United States | Stylized "SLEEK" Design | 76/437941 |
| TM-010-AR-010 Argentina | BETHLEHEM STEEL AND DEVICE (LOGO) | 157778 1741039 |
| TM-010-AU-010 Australia | BETHLEHEM STEEL AND DEVICE (LOGO) | A233853 A233853 |
| TM-010-BR-010 Brazil | BETHLEHEM STEEL AND DEVICE (LOGO) | 2136287 2136287 |
| TM-010-CA-010 Canada | BETHLEHEM STEEL AND DEVICE (LOGO) | 264/56619 56619 |
| TM-010-EP-010 Community Trademark | BETHLEHEM STEEL AND DEVICE | 38364 38364 |
| TM-010-MX-013 Mexico | BETHLEHEM STEEL AND DEVICE | NOTE: L&P INST. TO RENEW 3231 31748 |

| DOCKET NO. ===== | MARK ===== | SERIAL/REGISTRATION NO. ===== |
|--------------------------------------|-------------------------------------------|----------------------------------|
| TM-010-PR-013 Puerto Rico | BETHLEHEM STEEL AND DEVICE | NONE 30847 |
| TM-010-TW-010 Taiwan | BETHLEHEM STEEL & I-BEAM WITHIN A HEXAGON | 21995 601564 |
| TM-010-TW-012 Taiwan | BETHLEHEM STEEL & I-BEAM WITHIN A HEXAGON | 25175 25175 |
| TM-010-US-014 United States | BETHLEHEM STEEL & I-BEAM WITHIN A HEXAGON | 122551 1734217 |
| TM-010-VE-012 Venezuela | BETHLEHEM STEEL AND DEVICE (LOGO) | 1111 16655 |
| TM-010-VE-013 Venezuela | BETHLEHEM STEEL AND DEVICE (LOGO) | 1111 16656 |
| TM-011-AU-010 Australia | BETHLEHEM | A233852 A233852 |
| TM-011-CA-010 Canada | BETHLEHEM | 159852 56618 |
| TM-011-EP-010 Community Trademark | BETHLEHEM | 38406 38406 |

| DOCKET NO. ===== | MARK ===== | SERIAL/REGISTRATION NO. ===== |
|--------------------------------|------------------|----------------------------------|
| TM-011-PR-013 Puerto Rico | BETHLEHEM | 30846 30846 |
| TM-011-US-010 United States | BETHLEHEM | 173738 171606 |
| TM-011-US-012 United States | BETHLEHEM | 74/619955 2020195 |
| TM-014-US-010 United States | BETHLEHEM REVIEW | 234889 224903 |
| TM-022-US-010 United States | BETHCON (LOGO) | 637165 578870 |
| TM-023-US-010 United States | BETHCON | 640544 585737 |
| TM-031-US-010 United States | DUO-BETHCOLITE | 141935 751151 |
| TM-061-US-010 United States | BETHSTAR | 359103 1239963 |
| TM-062-US-010 United States | INTEGRA | 359104 1239964 |

CURRENTLY ACTIVE BETHLEHEM TRADEMARK DOCKET=====

| DOCKET NO. ===== | MARK ===== | SERIAL/REGISTRATION NO. ===== |
|-------------------------------------------------|------------------------|----------------------------------|
| TM-064-US-010 United States | BETH STEELTON | 370863 1250158 |
| TM-071-US-010 United States | EG | 544054 1388023 |
| TM-075-US-010 United States | PBNE | 648674 1463090 |
| TM-075-US-011 United States | PBNE Stylized | 76/019577 2531457 |
| TM-081-US-010 United States | BETH | 833228 1613523 |
| TM-085-US-010 United States | SUPER DETOX | 74/032737 1984895 |
| TM-091-US-010 United States | CARRIER EXPRESS | 423013 1858899 |
| Mark registered to Carrier Express, Inc. | | |
| TM-092-US-010 United States | ScrapNet | 74/649149 2063804 |
| TM-094-US-010 United States | BURNS HARBOR BETHLEHEM | 74/702664 2106198 |

CURRENTLY ACTIVE BETHLEHEM TRADEMARK DOCKET=====

| DOCKET NO. | MARK | SERIAL/REGISTRATION NO. |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| TM-097-US-010 United States | SPARROWS POINT BETHLEHEM | 75/132085 2069719 |
| TM-100-US-010 United States | T-STAR | 75/295942 2220073 |
| TM-101-CA-010 Canada | HARDWEAR | 769419 458972 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |
| TM-101-MX-010 Mexico | HARDWEAR | 223956 500863 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |
| TM-101-US-010 United States | HARDWEAR | 74/204307 1785197 |
| TM-103-US-010 United States | FINELINE | 116913 1077251 |
| TM-104-US-010 United States | CLEAN-CUT | 165846 1128151 |
| TM-106-US-010 United States | MTD | 73/416719 1584313 |
| TM-109-US-010 United States | SURE-FOOT | 74/097194 1680961 |

CURRENTLY ACTIVE BETHLEHEM TRADEMARK DOCKET=====

| DOCKET NO. ===== | MARK ===== | SERIAL/REGISTRATION NO. ===== |
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| TM-111-US-010 United States | LUKENS | 74/097193 1689813 |
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| TM-115-CA-011 Canada | SMART | 825648 TMA484344 |
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Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

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| TM-115-MX-010 Mexico | SMART | 195727 522603 |
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Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

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| TM-115-US-010 United States | SMART | 74/491801 2072097 |
|--------------------------------|-------|----------------------|

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| TM-116-CA-010 Canada | SMART & Design | 768651 TMA519904 |
|-------------------------|----------------|---------------------|

Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

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| TM-116-MX-010 Mexico | SMART & Design | 217832 512274 |
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Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

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| TM-116-MX-011 Mexico | SMART & Design | 217845 486085 |
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Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

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| TM-117-MX-010 Mexico | S Design | 217831 514647 |
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Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

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| TM-117-MX-011 Mexico | S Design | 217844 |
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Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

CURRENTLY ACTIVE BETHLEHEM TRADEMARK DOCKET=====

| DOCKET NO. ===== | MARK ===== | SERIAL/REGISTRATION NO. ===== |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------|
| TM-117-US-010 United States | S Design | 74/534394 2144840 |
| TM-120-US-010 United States | FINISHLINE | 75/405834 2225670 |
| TM-121-US-010 United States | THE SPECIALIST IN PLATE STEELS | 75/143416 2223524 |
| TM-122-AU-010 Australia | DURACORR | 709308 709308 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |
| TM-122-BR-010 Brazil | DURACORR | 818599146 818599146 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |
| TM-122-CA-010 Canada | DURACORR | 783542 TMA516367 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |
| TM-122-CL-010 Chile | DURACORR | 312335 464803 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |
| TM-122-CN-010 China P.R. | DURACORR | 970013559 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |
| TM-122-MX-010 Mexico | DURACORR | 232418 697,168 |
| Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded. | | |

CURRENTLY ACTIVE BETHLEHEM TRADEMARK DOCKET=====

| DOCKET NO. ===== | MARK ===== | SERIAL/REGISTRATION NO. ===== |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------|
| TM-122-US-010 United States | DURACORR | 74/621915 2091694 |
| TM-123-US-010 United States | SPARTAN | 73/679263 1483999 |
| TM-124-US-010 United States | LUKENS MH-3 CLAD | 228545 820597 |
| TM-125-US-010 United States | STEELMAKER | 75/031593 2064093 |
| TM-126-US-010 United States | LM&I and Map Design | 76/019575 2465489 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |
| TM-127-US-010 United States | STEELTON HIGHSPIRE RAILROAD and DESIGN | 76/019321 2463706 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |
| TM-128-US-010 United States | CONEMAUGH & BLACK LICK RAILROAD within an ELLIPSE | 76/019576 2473329 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |
| TM-129-US-010 United States | C&I IN STYLIZED LETTERS | 76/019578 2444399 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |
| TM-130-US-010 United States | PBR PATAPSCO & BLACK RIVERS RAILROAD CO. within a RECTANGLE | 76/019199 2,501,654 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |

| DOCKET NO. | MARK | SERIAL/REGISTRATION NO. |
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| TM-132-US-010 | BVRV | |
| United States | | 76/019867 |
| | | 2473332 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |

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| TM-133-US-010 | UMP | |
| United States | | 76/019868 |
| | | 2475490 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |

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| TM-134-US-010 | Stylized BethIntermodal and I-Beam Design | |
| United States | | 76/019323 |
| | | 2477698 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |

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| TM-135-US-010 | Stylized BethTran | |
| United States | | 76/019322 |
| | | 2484793 |
| Mark registered to Bethlehem Steel Subsidiary Railroad Companies; Request for Corrected Certificate Due to Registrant's Error filed 4/2/2003. | | |

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|-----------------------------------|------------------------|-----------|
| TM-136-US-010 | RailQuest (and Design) | |
| United States | | 76/056626 |
| | | 2702959 |
| Mark registered to BethTran, Inc. | | |

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| TM-138-US-010 | QuickPlate | |
| United States | | 76/189949 |
| | | 2,500,439 |

Notes:

- 1 All marks registered or applied for in name of Bethlehem Steel Corporation unless otherwise noted.
- 2 No representation or warranty is made as to actual use of any mark.
- 3 The inclusion of any mark or application for any mark is not an admission that it is material.