

05-21-2003



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(Rev. 10/02)
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Tab settings

102453897
TRADEMARK

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)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 05/06/2003

2. Name and address of receiving party(ies)

Name: ISG Technologies Inc.

Internal

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) 76/439400
76/437941

B. Trademark Registration No.(s)

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: ISG Bethlehem Research

116 Research Drive

City: Bethlehem State: PA Zip: 18015-4731

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

022225

DO NOT USE THIS SPACE

9. Signature.

Jay L. Lazar

Name of Person Signing

Signature

May 16, 2003

Date

Total number of pages including cover sheet, attachments, and document: 15

05/20/2003 TD1A21 0000037 022225 76439400

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 25.00 CH

TRADEMARK
REEL: 002737 FRAME: 0198

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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

BETHLEHEM STEEL CORPORATION

By: *B. E. Derrico*

Name: B. E. Derrico

Title: Treasurer

STATE OF)
) SS: Pennsylvania
COUNTY OF) Lehigh

On this *29th* day of April, 2003 personally appeared before me B. E. Derrico, known to me to be Treasurer of BETHLEHEM STEEL CORPORATION, who acknowledged that he/she signed this instrument as a free act on behalf of BETHLEHEM STEEL CORPORATION.

Judy C. Wuchter
Notary Public:
My commission expires:

Notarial Seal
Judy C. Wuchter, Notary Public
City of Bethlehem, Lehigh County
My Commission Expires Mar. 19, 2006

ISG TECHNOLOGIES INC.

By: *Rodney B. Mott*

Name: Rodney B. Mott

Title: President

STATE OF Ohio)
COUNTY OF Summit) SS:

On this 28th day of April, 2003 personally appeared before me Rodney Mott, known to me to be 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:
My commission expires:

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

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

CURRENTLY ACTIVE BETHLEHEM TRADEMARK DOCKET=====

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

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

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.
TM-111-US-010 United States	LUKENS	74/097193 1689813
TM-115-CA-011 Canada	SMART	825648 TMA484344
Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.		
TM-115-MX-010 Mexico	SMART	195727 522603
Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.		
TM-115-US-010 United States	SMART	74/491801 2072097
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.		
TM-116-MX-010 Mexico	SMART & Design	217832 512274
Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.		
TM-116-MX-011 Mexico	SMART & Design	217845 486085
Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.		
TM-117-MX-010 Mexico	S Design	217831 514647
Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.		
TM-117-MX-011 Mexico	S Design	217844
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.
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TM-117-US-010 United States	S Design	74/534394 2144840
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TM-120-US-010 United States	FINISHLINE	75/405834 2225670
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TM-121-US-010 United States	THE SPECIALIST IN PLATE STEELS	75/143416 2223524
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TM-122-AU-010 Australia	DURACORR	709308 709308
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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
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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
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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
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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
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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
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Mark assigned in writing by Pennock Corporation to Bethlehem Steel Corporation; assignment may not be nationally recorded.

DOCKET NO. =====	MARK =====	SERIAL/REGISTRATION NO. =====
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TM-122-US-010 United States	DURACORR	74/621915 2091694
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TM-123-US-010 United States	SPARTAN	73/679263 1483999
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TM-124-US-010 United States	LUKENS MH-3 CLAD	228545 820597
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TM-125-US-010 United States	STEELMAKER	75/031593 2064093
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TM-126-US-010 United States	LM&I and Map Design	76/019575 2465489
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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
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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
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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
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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
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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	BVRY	
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.

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.

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.

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.

TM-136-US-010	RailQuest (and Design)	
United States		76/056626 2702959

Mark registered to BethTran, Inc.

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.