

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Algoma Steel Inc.		01/30/2004	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Algoma Tubes Inc.
Street Address:	547 Wallace Terrace
City:	Sault Ste. Marie
State/Country:	ONTARIO
Postal Code:	P6C 1L9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1244981	

CORRESPONDENCE DATA

Fax Number: (212)318-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-3183183
 Email: nyipdocket@fulbright.com
 Correspondent Name: Mark N. Mutterperl, Esq.
 Address Line 1: 666 Fifth Avenue
 Address Line 2: Fulbright & Jaworski L.L.P.
 Address Line 4: New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	FRASER 011-ALGOMA TM ASSI
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NAME OF SUBMITTER:	Mark N. Mutterperl
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Total Attachments: 3
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TRADE-MARK ASSIGNMENT

WHEREAS, Algoma Steel Inc. (the "Assignor"), the full post office address of whose principal office or place of business is P.O. Box 1400, 105 West Street, Sault Ste. Marie, Ontario P6A 5P2 is the owner of the trade-marks set out in the attached Schedule (the "Trade-marks");

AND WHEREAS, Algoma Tubes Inc (the "Assignee"), the full post office address of whose principal office or place of business is 547 Wallace Terrace, Sault Ste. Marie, Ontario P6C 1L9, is desirous of acquiring the Assignor's right, title and interest in and to the Trade-marks, and wishes to confirm its ownership of the whole right, title and interest in and to the Trade-marks, including any applications or registrations therefore;

AND WHEREAS Assignor and Assignee executed a Purchase Agreement dated September 2, 2003, which provides for the purchase by the Assignee from the Assignor of said Trade-marks;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor confirms that it has sold, assigned and transferred, and by these presents, does sell, assign and transfer unto the Assignee, its successors, assigns or legal representatives, the whole right, title and interest in and to the Trade-marks including the common law rights to any confusingly similar registered or unregistered marks which the assignor has acquired through use and the copyright in any design marks or logos, together with the goodwill of any and all business carried on in association with and symbolized by the Trade-marks, and including without limitation any and all causes of action for past infringement, the same to be held by the Assignee, its successors, assigns or legal representatives, as fully and effectively as they would have been held by the Assignor had this sale, assignment and transfer not been made;

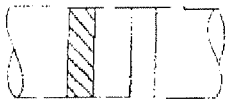
AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to effect the recordation of the assignment of the Trade-marks, and registration thereof before the proper Office or Agency, and to obtain any and all registrations or renewals for the Trade-marks and to vest the same in the Assignee, its successors, assigns or legal representatives;

AND the Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict therewith;


AND the Assignor covenants that, to the best of its knowledge, information and belief, no person has commenced any legal proceedings nor are there any known threatened legal proceedings claiming adverse ownership, invalidity, lack of distinctiveness, non-use or conflict

SCHEDULE "A"

CANADIAN TRADE-MARKS

Trade-mark	Reg. No.	Owner	Status
MISCELLANEOUS DESIGN (bands of white and green) 	TMA229,414	Algoma Steel Inc.	Registered - Renewal due - July 28, 2008

UNITED STATES TRADE-MARKS

Trade-mark	Serial No.	Owner	Status
MISCELLANEOUS DESIGN (bands of white and green) 	1,244,981	Algoma Steel Inc	Registered - Renewal due - July 12, 2003*

with respect to any of these Trade-marks, or challenging any rights of the owner of the Trade-marks to use them;

This Assignment shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns as the case may be, of the parties hereto.

EFFECTIVE this 30th day of January, 2004.

EXECUTED at Sault Ste. Marie, Ontario, this 30th day of January, 2004.

Algoma Steel Inc.

By: *Paul Finlay*
Name: Paul Finlay
Title: Vice President

ACKNOWLEDGED AND RECEIVED at Sault Ste. Marie, Ontario, this 30th day of January, 2004.

Algoma Tubes Inc.

By: *Don Tracy*
Name: Don Tracy
Title: CFO

By: *Raul Roy Mendez*
Name: Raul Roy Mendez
Title: