

09-26-2003



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

(Rev. i0/02) 102560144 OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1, Name of conveying party(ies): Name: Bank of America N.A. Algoma Steel Inc. Internal Address: Individual(s) Association Street Address: 200 Front Street West, Suite 2700 General Partnership Limited Partnership State: ON Zip: M5V 3L2, Canada City: Toronto Corporation-State Other ____ Individual(s) citizenship_ Association Additional name(s) of conveying party(ies) attached? Yes No General Partnership 3. Nature of conveyance: Limited Partnership Merger Assignment Corporation-State Change of Name Security Agreement Other Other Release, Discharge and Undertaking 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 Execution Date: September 3, 2003 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) _____ 1,159,690; 2,131,656; 1,486,686; 1,244,981; 2,258,392; and 2,356,339 Yes 🗸 No Additional number(s) attached 5. Name and address of party to whom correspondence 6. Total number of applications and registrations involved: concerning document should be mailed: Name: Ogilvy Renault 7. Total fee (37 CFR 3.41).....\$ 240.00 Internal Address: Paul J. Field Enclosed Authorized to be charged to deposit account 8. Deposit account number: 200 King Street West, Street Address: **Suite 1100** 195113 City: Toronto State: ON Zip: M5H 3T4, Canada DO NOT USE THIS SPACE 9. Signature. 14 Sept 203 Paul J. Field Reg. No. 34,963 Name of Person Signing

Mail dod uments to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/25/2003 GTOH11

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00000155 195113

40.00 DA

RELEASE, DISCHARGE AND UNDERTAKING

TO: Algoma Steel Inc.

AND TO: Bank of America, N.A. (acting through its Canada branch) (formerly Bank of

America, National Association)

AND TO: Her Majesty the Queen in right of Canada

AND TO: Torys LLP ("Torys")

AND TO: Ogilvy Renault ("OR")

RE: Amended and Restated Loan Agreement (the "Loan Agreement") dated as of

January 29, 2002 between Algoma Steel Inc. (the "Borrower"), the lenders from time to time party thereto and Bank of America, N.A. (formerly Bank of America, National Association), as Arranger, Collateral Agent, Syndication Agent, Documentation Agent, Administrative Agent and L/C Issuer (in its capacity as agent,

the "Agent").

The Lenders have extended financing to the Borrower under the Loan Agreement, and the Obligations are collectively secured by certain security on the property of the Borrower held by the Agent for on behalf of itself and for the Lenders. The undersigned is advised that pursuant to a new loan and security agreement dated as of September 3, 2003 between, among others, Bank of America, N.A. (acting through its Canada branch) (formerly Bank of America, National Association), as agent (the "New Agent") for and on behalf of a new syndicate of lenders and the Borrower (the "New Loan Agreement"), has required this undertaking as a condition of such lenders providing financing to the Borrower for the repayment of the Obligations.

Defined terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Subject to the receipt by the Lenders of the Payout Amount (as defined below) and the concurrent assumption by the New Agent of the letters of credit outstanding under the Loan Agreement, and except as provided herein, the Agent, for and on behalf of itself and each of the Lenders, hereby acknowledges and agrees that:

- a) payment of the Payout Amount and the concurrent assumption by the New Agent of the letters of credit outstanding under the Loan Agreement will constitute payment in full of all of the Borrower's indebtedness and obligations to the undersigned and the Lenders with regard to the Obligations;
- b) effective upon receipt of the Payment Amount, the Loan Agreement, the other Loan Documents and all other agreements executed and delivered in connection with the Loan Agreement, except for any letters of credit issued under the Loan Agreement and being continued under the New Loan Agreement (the "Letters of Credit"), will terminate and the Borrower, and any other obligor under or in connection with the Loan Agreement, including without limitation Her Majesty the Queen in right of Canada, the other Loan Documents or any such other agreements, including without limitation the Government Guarantee, will have no further liabilities or obligations thereunder;

- c) all security interests, liens and other encumbrances granted by the Borrower (or by any predecessors thereto) to the Agent, on behalf of itself and each of the Lenders, are released and, in this regard, the Agent, on behalf of itself and each of the Lenders, hereby authorizes the release and discharge of (i) all mortgages, hypothecs, charges and other security agreements or instruments presently held by the Agent, on behalf of itself and each of the Lenders, in any property and assets of the Borrower, whether securing any obligations of the Borrower (direct or indirect; absolute or contingent) or securing any obligation of any third party and (ii) all guarantees, indemnities, mortgages, charges and other security agreements presently held by the undersigned, which guarantee or otherwise support (directly or indirectly) any obligation, including without limitation the Government Guarantee, of the Borrower to the Agent, including without limitation releases of interests in casualty insurance, releases of guarantees for the indebtedness of the Borrower and any collateral security held therefor;
- d) the Borrower and its counsel are hereby authorized and directed, without further notice, to deliver a copy of this agreement to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other person to evidence the termination and release of all security interest and liens which the Borrower or any other obligor has granted to the Agent or any Lender under the Loan Agreement, and thereafter, with the exception of the Letters of Credit, any contract, agreement, control, blocked account agreement or deposit agreement, bailee or warehousemen agreement, landlord or collateral access agreement, non-disturbance and attornment agreement, tenant estoppel agreement, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favour of the Agent or any Lender in connection with the transactions contemplated by the Loan Agreement shall be automatically terminated, without further action of or consent by the Agent; and
- e) any Collateral, if any, in the Agent's or any of the Lenders' possession shall be delivered or returned to the Borrower or its counsel.

Subject to the receipt by the undersigned of the Payout Amount, the undersigned hereby irrevocably authorizes its counsel, Ogilvy Renault, and its counsel's agents to register discharges of all security registrations made pursuant to, and to execute and deliver to the Borrower or its counsel releases of all security filings in Patent and Trademarks or Copyright Offices filed in favour of the Agent or the Lenders in connection with the transactions contemplated, by the Loan Agreement, or any predecessor loan agreement, including without limitation, those listed in the attached Schedule A, without the signature of the Agent or any of the Lenders.

The undersigned agrees that, at any time and from time to time, it will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower, or any other obligor, including without limitation Her Majesty the Queen in right of Canada, as the Borrower or such Person may reasonably request to further evidence and effect the release of the security interests and liens granted to the Agent pursuant to the Loan Agreement, the other Loan Documents or any other agreement or instrument executed and delivered in connection therewith. Further, the undersigned hereby represents and warrants that it has not sold, transferred, assigned or otherwise encumbered any of the security or its interests in the assets of the Borrower, or any other obligor.

The payout amount, as outlined in the attached Schedule B, is \$CAD 9, 250, 286.57 by the Agent before 12:00 noon (Toronto time) on the 3rd day of August, 2003 (the "Payout 3:00 pm Santember Amount"). All of the foregoing discharges shall be done at the expense of the Borrower. DATED the 3rd day of August, 2003. BANK OF AMERICA, N.A. (acting through its Canada branch) (formerly BANK OF AMERICA, NATIONAL ASSOCIATION) as Agent By: Name: Title: By: Name: Title:

ALGOMA STEEL INC.

By: Name: Elen Manche

Acknowledged this ______day of August, 2003.

and U.S. \$ 4,632,511.38

The payout amount, as outlined in the attached Schedule B; is \$CAD 9, 250, 286.5 by the Agent before 12:00 noon (Toronto time) on the day of August, 2003 (the "Payout 3.00 p.m. Amount"). All of the foregoing discharges shall be done at the expense of the Borrower. **DATED** the day of August, 2003. BANK OF AMERICA, N.A. (acting through its Canada branch) (formerly BANK OF AMERICA, NATIONAL ASSOCIATION) as Agent By: Name: Title: By: Name: Title: Acknowledged this _____day of August, 2003. ALGOMA STEEL INC.

By:

Name: Title:

SCHEDULE A

PPSA

	Secured Party(ies)	<u>Debtor(s)</u>	Reference File No. & Registration Nos.
1.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	879570837 20020110 1654 1862 2137
2.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	072522432 19950626 1215 0043 2264 as amended by 19950711 1543 0043 6084 as amended by 19951204 1625 0043 1425 as amended by 19960412 1213 0043 2455 as amended by 19960725 1452 0043 4950 as amended by 20010328 1428 9065 8973 as amended by 20010411 1031 9065 9414 as amended by 20020102 1035 9065 7395
3.	Bank of America, National Association	Algoma Steel Inc Aciers Algoma Inc Algoma Steel Inc Aciers Algoma Inc.	5873118 as amended by 6283252 as amended by 6528591 as amended by 9401153 as amended by 9412711 as amended by 148458A as amended by 166424A
4.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc Aciers Algoma Inc Algoma Steel Inc Aciers Algoma Inc.	167092A

	Secured Party(ies)	Debtor(s)	Reference File No. & Registration Nos.
5.	Bank of America, National Association	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	95071203376 as amended by 96030818486 as amended by 96073003939 as amended by 01041907054 as amended by 01041921592 as amended by 01041928027 as amended by 01042310530 as amended 02010810550
6.	Bank of America, National Association Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc./Aciers Algoma Inc.	02012209496
7.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	200201326906 as amended by
8.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	950711108694 as amended by 200200058916 as amended by 200113192614 as amended by 980403108272 as amended by 980316111259 as amended by 960731109048 as amended by 960320103308 as amended by 950719108588

	Secured Party(ies)	Debtor(s)	Reference File No. & Registration Nos.
9.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	950711108686 as amended by 200200058188 as amended by 20013192517 as amended by 980403108280 as amended by 980316111267 as amended by 960731109013 as amended by 960320103316 as amended by 950719108596
10.	Bank of America, National Association	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	107805575
11.	Bank of America, National Association	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	107807802
12.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	117583808

	Secured Party(ies)	Debtor(s)	Reference File No. & Registration Nos.
13.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	279737 as amended by 309666 as amended by 984211 as amended by 1472926 as amended by 5741799 as amended by 5796855 as amended by 6116464 as amended by 6116482 as amended by 6155572 as amended by 6945005 as amended by 7855699
14.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	7904510
15.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	1553143
16.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	220822 as amended by 423848 as amended by 434803 as amended by 1529028
17.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	4957265

	Secured Party(ies)	Debtor(s)	Reference File No. & Registration Nos.
18.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	2792847 as amended by 3082121 as amended by 3122445 as amended by 3989358 as amended by 4903732

RPMRR

	Secured Party(ies)	Debtor(s)	Reference File No. & Registration Number(s)
19.	Bank of America,	Algoma Steel Inc.	95-0079565-0001
	National Association	Aciers Algoma Inc.	as amended by
	1155541511		95-0118927-0002
	GMAC		as amended by
	Commercial Credit		95-0121838-0001
	Corp./Société de Crédit Commercial		as amended by
	GMAC - Canada		95-0124440-0001
			as amended by
	ABN Amro Bank		00-0164245-0001
	N.V., Canada Branch	,	as amended by
	Dianen		00-0164245-0002
	Textron Financial		as amended by
	Canada Limited/Services Financiers Textron Canada Limitée		01-0162457-0001
			as amended by
			01-0163175-0001
			as amended by
	Congress Financial		01-0171394-0001
	Corporation (Canada)		as amended by
			01-0171394-0002
			as amended by
			02-0000833-0009
			as amended by
			02-0189121-0001
20.	General Trust of Canada	Algoma Steel Inc.	01-0166858-0001

UC	UCC			
Dist	rict of Columbia			
21.	Bank of America, N.A., as Collateral Agent	Aciers Algoma Inc.	2001109586 as amended by 2002003008	
22.	Bank of America, N.A., as Collateral Agent	Aciers Algoma Inc.	2001109587 (in lieu of 24756C and 02061160) as amended by 2002003009	
23.	Bank of America, National Association, as Collateral Agent	Aciers Algoma Inc.	2002010032	
24.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2001109582 as amended by 2002003011	
25.	Bank of America Canada, as Collateral Agent	Algoma Steel Inc.	2001109583 (in lieu of 95-28597, 1995-28597, 3422486, 4189001, K663596, P093731, 2156979, 3457611, 58340B, 12406C, 7398, 13303, 0006-2087, 0006-9736, D511989, 200118918, 1775910, 221149251, 1645888, \$769332, 142218, 063277, 1244184, 20000032651, 95-525719, 00-000931034, AM00202, 20000940539, 95-0451071, 300-018684, 0425908, 3-30-00, 007310, 011243, FS-2066, FS2934, 1521389, 01941438, 24471113, 31450838)	
26.	Bank of America, Canada, as Collateral Agent	Algoma Steel Inc.	2001109584	
27.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2001109585 as amended by 2002003010	

			
28.	Bank of America, N.A. as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	2001109588
			as amended by
			2002003012
29.	Bank of America, N.A. as Collateral	Algoma Steel Inc.	2001109592
	Agent	Aciers Algoma Inc.	as amended by
			2002003024
30.	Bank of America, National Association as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	2002010031
Mich	igan		
31.	Bank of America, National Association, as Collateral Agent	Aciers Algoma Inc.	33082C
32.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	33083C
33.	Bank of America,	Algoma Steel Inc.	58340B
	N.A., as Collateral Agent		as amended by
			68748B
			as amended by
			78217B
			as amended by
			12406C
			as amended by
			32577C
34.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc.	33081C
Wisc	onsin		
35.	Bank of America, National Association, as Collateral Agent	Aciers Algoma Inc.	020001815924

36.	Bank of America, National Association as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	020001815318
37.	Bank of America,	Algoma Steel Inc.	1521389
	N.A., as Collateral Agent		as amended by
			1574895
	}		as amended by
			1616729
			as amended by
			1941438
			as amended by
			020000779629
38.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc.	020001816420
New	Jersey		
39.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	1645888
Alab	ama		
40.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	B 95-28597
Illino	<u>is</u>		
41.	Bank of America,	Algoma Steel Inc.	3422486
	N.A., as Collateral Agent		as amended by
			3520405
		'	as amended by
			3592403
			as amended by
			4189001
			as amended by
			4550994

Iowa	<u>Iowa</u>				
42.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	K663596 as amended by K721857 as amended by K766920 as amended by P093731 as amended by P347628		
Kan	sas				
43.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2156979 as amended by 2229840 as amended by 2284797 as amended by 3457611 as amended by 5107214		
Min	nesota				
44.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	1775910 as amended by 1834581 as amended by 1880795 as amended by 2214925 as amended by 2002265201		

New	York		
45.	Bank of America,	Algoma Steel Inc.	142218
	N.A., as Collateral Agent		as amended by
			058133
			as amended by
			191025
			as amended by
			063277
			as amended by
			002792
Nort	h Carolina		<u> </u>
46.	Bank of America,	Algoma Steel Inc.	1244184
	N.A., as Collateral Agent		as amended by
			1321729
			as amended by
			1382199
			as amended by
			20000032651
			as amended by
			20020003670A
Nort	h Dakota		
47.	Bank of America,	Algoma Steel Inc.	95-525719
	N.A., as Collateral Agent		as amended by
			96-582688
			as amended by
			96-627541
			as amended by
			00-000931034
			as amended by
		,	02-000002565
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Ohio	<u> </u>	, <u>, , , , , , , , , , , , , , , , , , </u>	
48.	Bank of America,	Algoma Steel Inc.	AM00202
	N.A., as Collateral Agent		as amended by
			03259602401
1			as amended by
			09279601601
			as amended by
			20000940539
			as amended by
]			20020080350
Penn	sylvania		
49.	Bank of America, N.A., as Collateral	Algoma Steel Inc.	24471113
	Agent		as amended by
			25300674
			as amended by
]			25891446
			as amended by
}			31450838
			as amended by
			34790959
<u>Tenn</u>	essee		
50.	Bank of America,	Algoma Steel Inc.	950451071
	N.A., as Collateral Agent		as amended by
			962003975
			as amended by
			962038078
			as amended by
			300018684
			as amended by
			202001502
West	Virginia		
51.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	0425908

52.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	011890 (Fayette County) as amended by 008058 as amended by 008585 as amended by
			0011243 as amended by 011890
53.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2066 (Kanawha County) as amended by 799 as amended by 2627 as amended by 2934

Bank Act

Registration No. 1

Registration Name: Algoma Steel Inc.

Date: 1998/05/01

Expires: 2003/12/31

Number: 01000701

Bank: Royal Bank of Canada

Registration No. 2

Registration Name: Algoma Steel Inc.

Date: 1998/05/01

Expires: 2003/12/31

Number: 01000702

Bank: Royal Bank of Canada

Registration No. 3

Registration Name: Algoma Steel Inc.

Date: 1998/05/01

Expires: 2003/12/31

Number: 01000703

Bank: Bank of America Canada

Registration No. 4

Registration Name: Algoma Steel Inc.

Date: 1998/05/04

Expires: 2003/12/31

Number: 01001332

Bank: Bt Bank of Canada

Registration No. 5

Registration Name: Algoma Steel Inc.

Date: 1998/07/17

Expires: 2003/12/31

Number: 01008045

Bank: Abn Amro Bank Canada

Registration No. 6

Registration Name: Algoma Steel Inc. Aciers

Algoma Inc.

Date: 2001/02/22

Expires: 2006/12/31

Number: 01082469

Bank: Bank of America Canada

Registration No. 7

Registration Name: Algoma Steel Inc. Aciers

Algoma Inc.

Date: 2001/02/22

Expires: 2006/12/31

Number: 01082471

Bank: ABN Amro Bank Canada

Registration No. 8

Registration Name: Algoma Steel Inc. Aciers

Algoma Inc.

Date: 2002/01/02

Expires: 2007/12/31

Number: 01103507

Bank: Bank of America Canada

Registration No. 9

Registration Name: Algoma Steel Inc. Aciers

Algoma Inc.

Date: 2002/01/03

Expires: 2007/12/31

Number: 01103513

Bank: Bank of America Canada

Registration No. 10

Registration Name: Algoma Steel Inc. Aciers

Algoma Inc.

Date: 2002/02/06

Expires: 2007/12/31

Number:

01105974

Bank:

Bank of America National

Association

Registration No. 11

Registration Name:

Algoma Steel Inc.

Date:

2002/02/07

Expires:

2007/12/31

Number:

01106066

Bank:

ABN AMRO Bank NV

Registration No. 12

Registration Name:

Algoma Steel Inc.

Date:

2002/02/07

Expires:

2007/12/31

Number:

01106069

Bank:

Bank of America National

Association

Registration No. 13

Registration Name:

Algoma Steel Inc. Aciers

Algoma Inc.

Date:

2002/03/04

Expires:

2007/12/31

Number:

01107934

Bank:

ABN AMRO Bank NV

Registration No. 14

Registration Name:

Algoma Steel Inc. Aciers

Algoma Inc.

Date:

2002/03/04

Expires:

2007/12/31

Number:

01107940

Bank:

Bank of America National

Association

Real Property

	Chargee	Chargor	Registration No and Date of Registration.
1.	Bank of America, National Association	Algoma Steel Inc.	# 237354 Registered on January 29, 2002
2.	Bank of America, National Association	Algoma Steel Inc.	# TO426931 Registered on January 29, 2002

Intellectual Property

Any and all security interests registered against the following intellectual property:

Patents Registered in the Canadian Intellectual Property Office

- 1. 1,193,176
- 2. 1,191,077
- 3. 1,314,199
- 4. 1,227,110
- 5. 1,308,999
- 6. 1,314,198
- 7. 1,314,199
- 8. 1,340,418

Trademarks Registered in the Canadian Intellectual Property Office

1. 213,344

2. 113,862

3. 357,293

4. 357,292

5. 141,348

6. 475,469

7. 229,414

8. 492,643

9. 492,655

10. 531,242

Patents Registered in the U.S. Patent and Trademark Office

1. 4,611,789

2. 4,486,248

3. 4,803,037

4. 5,000,798

5. 5,186,769

6. 5,226,978

Trademarks Registered in the U.S. Patent and Trademark Office

1. **1,067,995**

2. **1,676,455**

3. **1,191,511**

- 4.. 1,159,690
- 5. **2,131,656**
- 6. **1,486,686**
- 7. **1,244,981**
- 8. 2,258,392
- 9. **2,356,339**

RECORDED: 09/23/2003