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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):

Wheeling-Pittsburgh Steel Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- 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: July 31, 2003

2. Name and address of receiving party(ies):

Name: Wilmington Trust Company, as Collateral Agent

Internal Address: Rodney Square North

Street Address: 1100 North Market Street

City: Wilmington State: DE ZIP: 19801

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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)

See Attached Continuation of Item Four

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41): \$665.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jason A. Cohen, Esq.
Name of Person Signing

Signature

10/8/03
Date

Total number of pages including cover sheet, attachments, and document: 7

10/09/2003 ECDOPER 00000068 777600

01 FC:0521
02 FC:0532

40-09 DP
625.00 DP

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

TRADEMARK
REEL: 002841 FRAME: 0164

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

4. Application number(s) or registration number(s):

Reg. No.	Reg. No.
777,680	641,891
2,418,864	595,086
1,711,137	1,540,098
512,393	72,061
2,454,589	679,870
245,301	257,859
248,674	511,815
254,066	1,632,140
504,378	2,722,286
512,402	2,722,287
226,543	2,722,288
920,051	2,620,804
787,411	2,620,805

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 31, 2003, is made by WHEELING-PITTSBURGH STEEL CORPORATION, a Delaware corporation (the "Borrower"), in favor of WILMINGTON TRUST COMPANY, as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Parties (as defined below). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower is party to the Term Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among the Borrower, the lenders party thereto (the "TL Lenders"), Royal Bank of Canada, as administrative agent for the TL Lenders (the "TL Agent"), and the other agents and parties party thereto;

WHEREAS, the Borrower is party to the Series A Indenture, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Series A Indenture"), between the Borrower and Bank One, N.A., as trustee for the ratable benefit of the holders from time to time of Series A Notes (the "Series A Trustee");

WHEREAS, the Borrower is party to the Revolving Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Revolving Loan Agreement"), among the Borrower, the lenders party thereto (the "RL Lenders"), Royal Bank of Canada, as administrative agent (the "RL Agent"), General Electric Capital Corporation, as inventory and receivables security agent (the "RL Security Agent") and the other agents and parties thereto;

WHEREAS, the Borrower is party to the RDL Deferred Payment Agreement, dated as of July 31, 2003 ("RDL Deferred Payment Agreement"), among the Borrower and Rio Doce Limited ("RDL") for itself and for the benefit of Itabira Rio Doce Company Ltd. ("IRCL") and together with RDL, the "Rio Doce";

WHEREAS, the Borrower is party to the Series B Indenture, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Series B Indenture"); together with the Term Loan Agreement, the Series A Indenture, the Revolving Loan Agreement and RDL Deferred Payment Agreement, the "Secured Debt Agreements"), between the Borrower and Bank One, N.A., as trustee for the ratable benefit of the holders from time to time of Series B Notes (the "Series A Trustee"; together with the TL Agent, the TL Lenders, the Series A Trustee, the RL Agent, the RL Security Agent, the RL Lenders and Rio Doce, the "Secured Parties");

WHEREAS, pursuant to the Secured Debt Agreements, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Secured Debt Agreements, the Grantors have executed and delivered a Security Agreement, dated as of July 31, 2003, in favor of the Collateral Agent for the benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make the loans and other financial accommodations to the Borrower pursuant to the Secured Debt Agreements, the Borrower agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective in accordance with the terms and conditions of the Security Agreement assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the obligations of the Borrower outstanding under the Secured Debt Agreements.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the Trademark Division of the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WHEELING-PITTSBURGH STEEL CORPORATION

By: _____

Name: _____

Title: _____

WILMINGTON TRUST COMPANY,
as Collateral Agent for the Secured Parties

By: _____

Name: _____

Title: _____

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WHEELING-PITTSBURGH STEEL CORPORATION

By: _____
Name:
Title:

**WILMINGTON TRUST COMPANY,
as Collateral Agent for the Secured Parties**

By: Sandra R. Ortiz
Name: Sandra R. Ortiz
Title: Financial Services Officer

SCHEDULE A**U.S. Trademarks Registrations and Applications**

TITLE	REG. NO.
BARNMASTER AND DESIGN	777,680
CD 2000	2,418,864
CENTURYDRAIN	1,711,137
CHANNELDRAIN	512,393
CHANNELDRAIN 2000	2,454,589
COP-R-LOY	245,301
COP-R-LOY	248,674
COP-R-LOY	254,066
DUCTILLITE	504,378
LA BELLE	512,402
LA BELLE AND DESIGN	226,543
DESIGN ONLY	920,051
PANELDRAIN	787,411
REEVES TITEKOTE AND DESIGN	641,891
SOFTITE	595,086
SOFTITE"21"	1,540,098
STEELCRETE AND DESIGN	72,061
TENSILFORM	679,870
TENSILLITE	257,859
WHEELING	511,815
WHEELING-PITTSBURGH	1,632,140
CULVERTCOTE	2,722,286
CULVERTCOTE PLUS	2,722,287
CULVERTCOTE PLUS II	2,722,288
TOIBOX	2,620,804
TOIBOX AND DESIGN	2,620,805