

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/18/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weirton Steel Corporation		05/18/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ISG Weirton Inc.
Street Address:	4020 Kinross Lakes Parkway
City:	Richfield
State/Country:	OHIO
Postal Code:	44286-9000
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2313056	WEIRBRITE
Registration Number:	0797043	WEIRTON
Registration Number:	0844863	WEIRCHROME
Registration Number:	0827767	WEIRNAMEL
Registration Number:	1436198	WEIRCOR
Registration Number:	2236170	M A P S

CORRESPONDENCE DATA

Fax Number: (610)694-7358
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 610-694-2558
 Email: jlazar@intlsteel.com
 Correspondent Name: Jay L. Lazar
 Address Line 1: 116 Research Drive
 Address Line 4: Bethlehem, PENNSYLVANIA 18015-4731

CH \$165.00 2313056

TRADEMARK

REEL: 003047 FRAME: 0309

NAME OF SUBMITTER:	Jay L. Lazar
Signature:	/Jay L. Lazar/
Date:	03/16/2005
Total Attachments: 6 source=Weirton to ISG Weirton Trademark Assignment 5-18-04#page1.tif source=Weirton to ISG Weirton Trademark Assignment 5-18-04#page2.tif source=Weirton to ISG Weirton Trademark Assignment 5-18-04#page3.tif source=Weirton to ISG Weirton Trademark Assignment 5-18-04#page4.tif source=Weirton to ISG Weirton Trademark Assignment 5-18-04#page5.tif source=Weirton to ISG Weirton Trademark Assignment 5-18-04#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of May 18, 2004 (the "*Effective Date*"), is made by and between WEIRTON STEEL CORPORATION, a Delaware corporation ("*Assignor*") and ISG WEIRTON INC., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of February 25, 2004 (as amended, the "*Purchase Agreement*"), by and among Assignor, FW Holdings, Inc., Weirton Venture Holdings Corporation, Assignee and International Steel Group Inc., pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Acquired Assets" as defined in the Purchase Agreement;

WHEREAS, Assignor owns an interest in 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 Assignee's request and direction.

NOW, THEREFORE, for good and valuable consideration (including the promises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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 (except to the extent such claims constitute "Excluded Assets" as defined in the Purchase Agreement), 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

all of Assignor's 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 hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee, its successors and assigns, to effect the conveyance to the Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain or renew and said Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to said Trademarks and any trademark registration granted in connection therewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the 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 one or more 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.

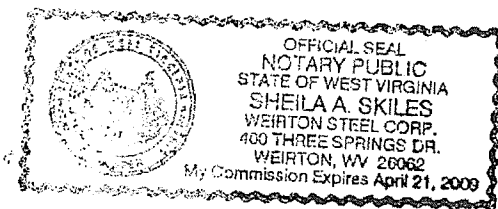
WEIRTON STEEL CORPORATION

By: *D. Leonard Wise*
Name: D. Leonard Wise
Title: Chief Executive Officer

STATE OF WV)
COUNTY OF Lincoln) SS:

On this 22 day of April, 2004 personally appeared before me D. Leonard Wise, known to me to be CEO of WEIRTON STEEL CORPORATION, who acknowledged that he/she signed this instrument as a free act on behalf of WEIRTON STEEL CORPORATION.

Sheila A. Skiles
Notary Public:
My commission expires: April 21, 2009



Trademark Assignment

TRADEMARK
REEL: 003047 FRAME: 0313

ISG WEIRTON INC.

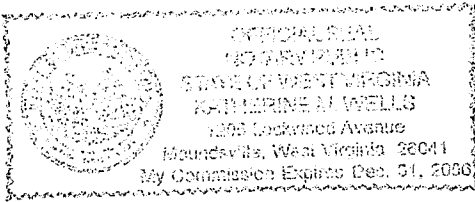
By: Gordon Spelich

Name: Gordon C. Spelich

Title: Vice President and Assistant Secretary

STATE OF ~~WEST VIRGINIA~~
COUNTY OF OHIO) SS:
)

On this 21st day of April, 2004 personally appeared before me Gordon C. Spelich, known to me to be Vice President, Asst. Secretary of ISG WEIRTON INC., who acknowledged that he/she signed this instrument as a free act on behalf of ISG WEIRTON INC.



Katherine M. Wells
Notary Public:

My commission expires: December 31, 2006

Trademark Assignment

SCHEDULE A

TRADEMARKS

Country	Class (Intl or Foreign)	Mark	Registration Number	Registration Date	Date of First Use
US	6	Weirite (Scroll Logo)	434,657	12/02/1947	1939
US	6	Weirton	797,043	10/05/1965	1917
Canada	6	Weirton	195558	11/23/1973	
US	6	Weirton Steel Corporation Employee Owned	1,373,405	12/03/1985	1984
US	6	Weirton Steel Corporation Employee Owned	1,343,785	06/25/1985	1984
Mexico	6	Weirton Steel Corporation Employee Owned	375505	10/10/1985	
United Kingdom	6	Weirton Steel Corporation Employee Owned	B1231233	06/27/1984	
US	6	WEIRITE	423,310	08/27/1946	1939
Canada	6	WEIRITE	108/27931	07/21/1947	
US	6	WEIRLITE	1,291,822	08/28/1984	1961
Canada		WEIRLITE	175,982	05/07/1971	
US	6	WEIRCHROME	844,863	02/27/1968	1966
Canada		WEIRCHROME	398,352	08/21/1991	
Mexico	6	WEIRCHROME	339,945	12/28/1987	
Puerto Rico	6	WEIRCHROME	28,501	12/20/1988	
United Kingdom	6	WEIRCHROME	1,234,107	01/23/1985	
US	6	WEIRKOTE	614,212	10/18/1955	1954
US	6	WEIRCOLOY and design	584,115	12/29/1953	1939
US	6	WEIRZIN	414,613	06/19/1945	1944
Canada	6	WEIRZIN	175,983	05/07/1971	
US	6	WSX	787,426	03/30/1965	1954
US	6	WEIRALLOY	818,546	11/15/1966	1965
US	6	WEIRNAMEL	827,767	04/25/1967	1966
US	6	WEIRCOR	1,436,198	04/14/1987	1985
US	6	WSQ	1,378,811	01/21/1986	1985
US	6	WSC	1,370,885	11/19/1985	1985
US	6	DTR	1,383,017	02/18/1986	1985
US	6	WEIRKOTE PLUS	1,415,576	11/04/1986	1985
US	6	WEIR-OPEN	1,590,489	04/10/1990	1989
US	9	IMIS	1,595,000	05/08/1990	1989
US	9	IMIS logo	1,606,205	07/17/1990	1989
US	6	WEIRTON STEEL CORPORATION	1,781,064	07/13/1993	1917
US	40, 42	WEIRTEC	1,837,087	05/17/1994	1986; 1994
US	6	WEIRBRITE	2,313,056	02/01/2000	1994
US	6	DTR-I	2,200,659	10/27/1998	1997
United Kingdom	6,37,40	DTR-I	2,023,468	06/09/1995	
US	7	M A P S	2,236,170	03/30/1999	1997

Country	Class (Intl or Foreign)	Mark	Registration Number	Registration Date	Date of First Use
CA		WEIRTON STEEL & DESIGN	323384	02/06/1987	