

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gerdau Ameristeel US Inc.		10/28/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as successor administrative agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2772319	STAR400
Registration Number:	2598921	STARBAR100
Registration Number:	510211	JUNIOR
Registration Number:	2281159	
Registration Number:	2135516	REBAR EXPRESS
Registration Number:	2647419	DIGITAL REBAR DETAILERS
Registration Number:	2080389	REBAR EXPRESS

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4044205574
 Email: ovs@phrd.com
 Correspondent Name: Oksana V. Sepich
 Address Line 1: 285 Peachtree Center Avenue

OP \$190.00 2772319

Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.42
NAME OF SUBMITTER:	Michael G. Leveille
Signature:	/Michael G. Leveille/
Date:	11/16/2005

Total Attachments: 13

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**CONFIRMATION AND AFFIRMATION
OF GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS CONFIRMATION AND AFFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (this "**Confirmation**") is made as of the 28th day of October, 2005, by Gerdau Ameristeel US Inc., a Florida corporation (the "**Company**"), in favor of Bank of America, N.A., as successor administrative agent to The CIT Group/Business Credit, Inc. (in such capacity, the "**Administrative Agent**") for the Secured Parties (as defined in the Amended and Restated Credit Agreement referred to below).

RECITALS:

A. The "Borrowers" (as defined in the Existing Credit Agreement referenced below), The CIT Group/Business Credit, Inc., as "Administrative Agent", CIT Business Credit Canada Inc., as "Canadian Administrative Agent", certain financial institutions (the "**Existing Lenders**"), and the other parties named therein entered into that certain Credit Agreement dated as of June 20, 2003 (as at any time amended, modified, supplemented or restated prior to the date hereof, the "**Existing Credit Agreement**"), pursuant to which the Existing Lenders agreed to make certain revolving credit loans, issue letters of credit, and make other financial accommodations to, *inter alia*, the "Borrowers" in an amount not exceeding \$350,000,000.

B. As a condition to the effectiveness of the Existing Credit Agreement and the making of loans and other extensions of credit thereunder, the "Guarantors" (as defined in the Existing Guaranty referenced below) entered into that certain U.S. Guarantee dated as of June 27, 2003 (as at any time amended, modified, supplemented or restated prior to the date hereof, the "**Existing Guaranty**") in favor of the Existing Lenders, the "Issuing Banks", the "Secured Affiliates", the "Administrative Agent" and the other "Agents" (as each is defined in the Existing Credit Agreement), pursuant to which each "Guarantor" guaranteed the payment and performance of the obligations of the "Borrowers" under the Existing Credit Agreement.

C. As a further condition to the effectiveness of the Existing Credit Agreement and the making of loans and other extensions of credit thereunder, the Company entered into that certain Grant of Security Interest in Patents, Trademarks and Licenses dated as of June 27, 2003 (as at any time amended, modified, supplemented or restated, the "**IP Security Agreement**") in favor of the "Administrative Agent", pursuant to which the Company granted a security interest in its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, licenses with respect thereto and goodwill connected therewith, as more fully set forth therein, in favor of the "Administrative Agent", for the benefit of the Existing Lenders, the "Issuing Banks", the "Secured Affiliates", the "Administrative Agent" and the other "Agents" (as each is defined in the Existing Credit Agreement) as security for the Obligations (as defined in the IP Security Agreement).

D. Pursuant to that certain letter of resignation and appointment of agents dated the date hereof and entered into immediately prior to the effectiveness hereof, (a) The CIT

Group/Business Credit, Inc. has resigned as "Administrative Agent" under the Existing Credit Agreement and Bank of America, N.A. has been appointed as the successor "Administrative Agent" thereunder, and (b) CIT Business Credit Canada Inc. has resigned as "Canadian Administrative Agent" under the Existing Credit Agreement and Bank of America, N.A. (acting through its Canada branch) has been appointed as the successor "Canadian Administrative Agent" thereunder.

E. Reference is made to that certain Amended and Restated Credit Agreement dated as of the 28th day of October, 2005 (as amended, supplemented or otherwise modified or restated from time to time, the "**Amended and Restated Credit Agreement**"), among Gerdau Ameristeel Corporation, an Ontario corporation ("**Gerdau Ameristeel**"), Gerdau Ameristeel MRM Special Sections Inc., a Saskatchewan corporation ("**MRM Special Sections**"), and collectively with Gerdau Ameristeel, the "**Canadian Borrowers**", and individually, a "**Canadian Borrower**", GUSAP Partners, a Delaware general partnership ("**GUSAP**"), PASUG LLC, a Delaware limited liability company ("**PASUG**"), Gerdau Ameristeel Sayreville Inc., a Delaware corporation ("**Sayreville**"), Gerdau Ameristeel Perth Amboy Inc., a New Jersey corporation ("**Perth Amboy**"), the Company, Gerdau Ameristeel Lake Ontario Inc., a Delaware corporation ("**Lake Ontario**"), Porter Bros. Corporation, a North Dakota corporation ("**Porter Bros.**"), MFT Acquisition, Corp., a Delaware corporation ("**MFT**"), and collectively with GUSAP, PASUG, Sayreville, Perth Amboy, Ameristeel US, Lake Ontario and Porter Bros., the "**US Borrowers**" and individually, a "**US Borrower**"; the US Borrowers and the Canadian Borrowers are together referred to herein as the "**Borrowers**" and individually, a "**Borrower**", Bank of America, N.A., as the Administrative Agent (as successor to The CIT Group/Business Credit, Inc. in such capacity), Bank of America, N.A. (acting through its Canada branch), as the Canadian Administrative Agent (as successor to CIT Business Credit Canada Inc. in such capacity), Bank of America, N.A. (acting through its Canada branch), as the Canadian Funding Bank and the US Funding Bank, Banc of America Securities LLC, as Co-Lead Arranger and Co-Book Manager, certain other Persons party thereto, the Issuing Banks, each additional Issuing Bank thereunder from time to time, each of the lenders that is a signatory thereto or which thereafter becomes a party thereto, including the US Swingline Lender and the Canadian Swingline Lender, each of the Risk Participants, pursuant to which the parties thereto have agreed to amend and restate the Existing Credit Agreement on the terms set forth therein.

F. As a condition to the obligations of the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders to make loans and other extensions of credit available to the Borrowers in accordance with the terms of the Amended and Restated Credit Agreement, the Company and certain of its affiliates have entered into that certain Amended and Restated U.S. Guaranty dated as of the date hereof (as amended, supplemented or otherwise modified or restated from time to time, the "**Amended and Restated Guaranty**"), in favor of the Administrative Agent and the other Secured Parties, pursuant to which each Guarantor (as defined therein) has confirmed, renewed and continued the Existing Guaranty and guaranteed the payment and performance of the obligations of the Borrowers under the Amended and Restated Credit Agreement.

G. In connection with the execution and delivery of the Amended and Restated Credit Agreement and the Amended and Restated Guaranty, it is the intent of each party hereto and thereto that (i) all collateral subject to the IP Security Agreement secure, and continue to secure,

all of the obligations under the Amended and Restated Credit Agreement and the Amended and Restated Guaranty; (ii) all security interests, pledges, assignments and other Liens previously granted by the Company pursuant to the IP Security Documents (as defined herein) be confirmed, renewed, affirmed and continued; and (iii) all such security interests, pledges, assignments and other Liens remain in full force and effect as security for the Liabilities (as defined below) with no change in the priority applicable thereto.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Company, the Company agrees with and in favor of the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, as follows:

1. **Definitions.** All capitalized terms used in this Confirmation, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Amended and Restated Credit Agreement.

2. **Confirmation.**

(a) All rights, benefits, indebtedness, interests, duties, liabilities and obligations of the parties to the IP Security Agreement and the agreements, documents and instruments executed and delivered in connection with the IP Security Agreement (collectively, the "**IP Security Documents**") are confirmed, renewed, affirmed and continued by this Confirmation. Without limitation of the foregoing, all security interests, pledges, assignments and other Liens previously granted by the Company pursuant to the IP Security Agreement and the other IP Security Documents are confirmed, renewed, affirmed and continued by this Confirmation, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for all Liabilities (as defined below) with no change in the priority applicable thereto.

(b) This Confirmation does not constitute, nor shall it result in, a waiver of or release, discharge or forgiveness of any amount payable pursuant to the Existing Credit Agreement, the Existing Guaranty, the IP Security Agreement or any other IP Security Document or any indebtedness, liabilities or obligations of the Company or any other Credit Party thereunder, all of which are confirmed, renewed, affirmed and continued and are hereafter payable and to be performed in accordance with the Amended and Restated Credit Agreement, the Amended and Restated Guaranty and the IP Security Agreement and the other IP Security Documents, as amended and confirmed by this Confirmation. This Confirmation does not extinguish the indebtedness or liabilities outstanding in connection with the Existing Credit Agreement, the Existing Guaranty or the IP Security Agreement or other IP Security Documents, nor does it constitute a novation with respect thereto.

(c) Each reference in the IP Security Agreement to the "Credit Agreement" shall mean and be a reference to the Amended and Restated Credit Agreement.

(d) The parties hereto acknowledge and agree that, as more fully set forth below, the Liabilities secured by the IP Security Agreement and the other IP Security Documents include all Lender Indebtedness under and as defined in the Amended and Restated Credit Agreement and all Liabilities under and as defined in the Amended and Restated Guaranty.

3. **Acknowledgement.** The Company hereby (a) acknowledges and consents to the resignation of The CIT Group/Business Credit, Inc. as Administrative Agent and the appointment of Bank of America, N.A. as successor Administrative Agent, and (b) acknowledges and confirms that all security interests, pledges, assignments and other Liens granted under the IP Security Agreement and the other IP Security Documents shall inure to the benefit of Bank of America, N.A., as successor Administrative Agent.

4. **Amendments to IP Security Agreement.** The IP Security Agreement is hereby amended as follows:

(a) by amending Section 2 thereof to delete any reference to "Obligations" and to reflect that the Intellectual Property Collateral (as defined in the IP Security Agreement) secures the "Liabilities", which shall be defined as follows:

"Liabilities" means all Lender Indebtedness (as defined in the Credit Agreement) and all other present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) which the Company or any other Credit Party has from time to time incurred or may incur or be under to any of the Secured Parties under the Credit Agreement, the Guarantee or the other Financing Documents.

(b) by amending Section 10 thereof to reflect that the IP Security Agreement shall be governed by the laws of the State of New York.

(c) by deleting Appendix 1 attached thereto and substituting in lieu thereof Appendix 1 attached to this Confirmation.

(d) by deleting Schedules A, B and C to the IP Security Agreement and substituting in lieu thereof the Schedules A, B and C attached to this Confirmation.

5. **Ratification and Reaffirmation.** The Company hereby ratifies and reaffirms each of the IP Security Documents and all of the Company's covenants, duties, indebtedness and liabilities under the IP Security Documents.

6. **Acknowledgments and Stipulations.** The Company acknowledges and stipulates that the IP Security Agreement is the legal, valid and binding obligation of the Company that is enforceable against the Company in accordance with the terms thereof, and that the security interests and liens granted thereunder by the Company in favor of the Administrative Agent, for the benefit of the Secured Parties, are and continue to be duly perfected, first priority security interests and liens.

7. **Representations and Warranties.** The Company represents and warrants to the Secured Parties that no Default exists on the date hereof; the execution, delivery and performance of this Confirmation have been duly authorized by all requisite action on the part of the Company and this Confirmation has been duly executed and delivered by the Company; and all of the representations and warranties made by the Company in the IP Security Agreement are true and

correct on and as of the date hereof, except to the extent that such representations and warranties relate solely to an earlier date

8. **Reference to IP Security Agreement.** Upon the effectiveness of this Confirmation, each reference in the IP Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the IP Security Agreement, as amended, confirmed, renewed, affirmed and continued by this Confirmation.

9. **Governing Law.** THIS CONFIRMATION SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK; PROVIDED THAT THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

10. **Interpretation.** If any provision in this Confirmation refers to any action taken or to be taken by the Company, or which the Company is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Confirmation into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Confirmation. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Confirmation, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Confirmation to a "Section" means the relevant Section of this Confirmation.

11. **Severability.** Any provision of this Confirmation that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Confirmation, all without affecting the remaining provisions of this Confirmation or affecting the validity or enforceability of such provision in any other jurisdiction.

12. **No Novation, etc.** Except as otherwise expressly provided in this Confirmation, nothing herein shall be deemed to amend or modify any provision of the IP Security Agreement or any of the other IP Security Documents, each of which shall remain in full force and effect and continue to apply and relate to the Amended and Restated Credit Agreement, the Amended and Restated Guaranty and the Liabilities (as defined herein). This Confirmation is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the IP Security Agreement as herein amended, confirmed, renewed, affirmed and continued shall continue in full force and effect and continue to apply and relate to the Amended and Restated Credit Agreement, the Amended and Restated Guaranty and the Liabilities (as defined herein).

13. **Successors and Assigns.** This Confirmation will inure to the benefit of, and be binding on, the Company and its successors and permitted assigns, and will inure to the benefit of, and be binding on, the Secured Parties and their successors and assigns. The Company may not assign this Confirmation, or any of its rights or obligations under this Confirmation, without the prior written consent of the Administrative Agent.


14. Counterparts. This Confirmation may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Confirmation. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Company has caused its duly authorized officers to execute this Confirmation as of the day and year first above written.

Address for
the Company: 4221 West Boy Scout Blvd.
Suite 600
Tampa, Florida 33607
Attention: Robert E. Lewis
Facsimile: 813-207-2251

GERDAU AMERISTEEL US INC.

By: 
Name: Robert E. Lewis, an authorized officer of each of
the entities listed above

ACCEPTED AND AGREED:

BANK OF AMERICA, N.A.,
as successor Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused its duly authorized officers to execute this Confirmation as of the day and year first above written.

Address for
the Company: 4221 West Boy Scout Blvd.
Suite 600
Tampa, Florida 33607
Attention: Robert E. Lewis
Facsimile: 813-207-2251

GERDAU AMERISTEEL US INC.

By: _____
Name: _____, an authorized officer of each of
the entities listed above

ACCEPTED AND AGREED:

BANK OF AMERICA, N.A.,
as successor Administrative Agent

By: *R Walker*
Name: *Robert Walker*
Title: *SVP*

APPENDIX 1

IRREVOCABLE POWER OF ATTORNEY

GERDAU AMERISTEEL US INC., with offices at 4221 West Boy Scout Boulevard, Suite 600, Tampa, Florida 33607 (hereinafter referred to as the "Company"), hereby grants to **BANK OF AMERICA, N.A.**, a national bank, as administrative agent, with offices at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (hereinafter referred to as the "Administrative Agent"), the exclusive Irrevocable Power of Attorney to transfer to the Administrative Agent, or to any designee of the Administrative Agent, all Intellectual Property Collateral listed on the Schedules attached to the Confirmation and Affirmation of Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and the Administrative Agent including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses with respect thereto together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Liabilities (as defined in the Agreement) are outstanding under the Credit Agreement (as defined in the Agreement) or any commitments remain outstanding under the Credit Agreement;
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
3. The Power of Attorney granted herein shall only be exercisable by the Administrative Agent after the occurrence and during the continuance of an Event of Default under the Credit Agreement; and
4. The Administrative Agent shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by the Administrative Agent of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of the Administrative Agent. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 28th day of October, 2005.

GERDAU AMERISTEEL US INC.

By: [Signature]
Name: Robert E Lewis
Title: Vice President, General Counsel and Secretary

STATE OF New York)
COUNTY OF New York)

On October 28, 2005, before me, the undersigned, a notary public in and for said State, personally appeared Robert E. Lewis known to me to be the Vice President, General Counsel and Secretary of Gerdau Ameristeel US Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

Patricia A. Pisano
Notary Public
PATRICIA A. PISANO
Notary Public, State of New York
No. 01PI6017323
Qualified in New York County
Commission Expires December 14, 2016

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

GERDAU AMERISTEEL US INC.

and

BANK OF AMERICA, N.A., as Administrative Agent

U.S. PATENTS

App/Reg. No.	Patent Title	Listed Owner
6,152,729	Spray cooled furnace discharge assembly	Ameristeel Corporation
4,649,729	Method for manufacturing steel bar with intermittent smooth surface and patterned relief segments, and mine rock bolt product.	Florida Steel Corporation
6,395,109	Bar product, cylinder rods, hydraulic cylinders, and method for manufacturing	Gerdau Ameristeel US Inc.
6,786,980	Steel product and method for manufacturing	Gerdau Ameristeel US Inc.
4,624,614	Method and apparatus for pack cooling flat stock	Gerdau Ameristeel US Inc.
6,219,990	Bearing mount for a corn harvester snapping roll	Gerdau Ameristeel US Inc.
4,853,032	Process for producing low carbon steel for cold drawing	Gerdau Ameristeel US Inc.
5,139,568	Continuous production of iron-carbon alloy using iron carbide	Gerdau Ameristeel US Inc.
60/557,367	<i>Application only.</i>	Gerdau Ameristeel US Inc.

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

GERDAU AMERISTEEL US INC.

and

BANK OF AMERICA, N.A., as Administrative Agent

U.S. TRADEMARKS

App/Reg. No.	Mark	Listed Owner
2,556,397	QUICKFAB	Ameristeel Corporation
1,378,803	FLORIDA STEEL CORPORATION F	Ameristeel Corporation
1,193,507	SURE DRIVE Stylized	Ameristeel Corporation
753,185	F & Design	Ameristeel Corporation
746,815	F & Design	Ameristeel Corporation
2,772,319	STAR400	Gerdau Ameristeel US Inc.
2,598,921	STARBAR 100	Gerdau Ameristeel US Inc.
510,211	JUNIOR	Gerdau Amersiteel US Inc.
2,281,159	Design only	Gerdau Ameristeel US Inc.
2,135,516	REBAR EXPRESS & Design	Gerdau Ameristeel US Inc.
2,647,419	DIGITAL REBAR DETAILERS	Gerdau Ameristeel US Inc.
2,080,389	REBAR EXPRESS	Gerdau Amersiteel US Inc.

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

GERDAU AMERISTEEL US INC.

and

BANK OF AMERICA, N.A., as Administrative Agent

U.S. LICENSES

None