

Form PTO-1594 (Rev. 07/05)  
 OMB Collection 0651-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Stelco Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Canadian Corporation

Citizenship (see guidelines) Canadian  
 Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: 1685970 Ontario Inc.

Internal

Address: \_\_\_\_\_

Street Address: Suite 300, BCE Place

City: Toronto 181 Bay Street

State: Ontario

Country: Canada Zip: M5J 2T3

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Canadian  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) March 31, 2006

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78/733,221

B. Trademark Registration No.(s)

855,764

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

DRIVEN BY STEEL

STELCO

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

Name: Marvin Petry

Internal Address: \_\_\_\_\_

Street Address: 1199 North Fairfax Street,  
 Suite 900

City: Alexandria

State: Virginia Zip: 22314

Phone Number: 703/739-4900

Fax Number: 703/739-9577

Email Address: mpetry@stites.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers 1009  
 Expiration Date 12/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Marvin Petry*  
 Signature

Marvin Petry

Name of Person Signing

September 8, 2006

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 78733221

Execution Copy

**CONFIRMATION OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY****WHEREAS:**

Stelco Inc. (the "Debtor"), a corporation incorporated and existing under the laws of Canada with offices at 386 Wilcox Street, Hamilton, Ontario L8L 8K5, is the owner of the intellectual property set forth in Exhibit A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "Intellectual Property"); and

1685970 Ontario Inc., as agent for certain lenders (the "Agent"), with offices at Suite 300, BCE Place, 181 Bay Street, Toronto, Ontario M5J 2T3 (c/o Tricap Bridge Lending Fund Inc.), has entered into an agreement with the Debtor, as reflected by a separate document entitled the "Security and Pledge Agreement" dated as of the 31st day of March, 2006 by which the Debtor granted to the Agent, a security interest in certain property, including the Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and in accordance with the terms and obligations set forth in the Security and Pledge Agreement, the Debtor confirms the grant to the Agent of a security interest in and to the Intellectual Property.

DATED at Toronto on this 31<sup>st</sup> day of March, 2006.

**STELCO INC.**Per: 

Name: Courtney Pratt

Title: President &amp; CEO

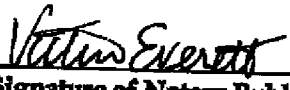
Per: 

Name: William E. Vaughan

Title: Senior V.P. - Finance and  
Chief Financial Officer

-2-

DATED at Toronto on this 31 day of March, 2006, before me appeared and the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her behalf or on behalf of the corporation identified and referred to herein as the Debtor.

  
\_\_\_\_\_  
Signature of Notary Public/Witness

TOR\_A20:1806430.1 200603152009  
1053775

TRADEMARK  
REEL: 003389 FRAME: 0062

**EXHIBIT A**  
**U.S. TRADE-MARKS**

TCR\_A2G(1109430.) 200603152000  
1053273

**SCHEDULE A****Registered Trade-marks**

<b>Registration No.</b>	<b>Trade-mark</b>
0855764	STELCO

**Trade-mark Applications**

<b>Serial No.</b>	<b>Trade-mark</b>
78733221	DRIVEN BY STEEL

115003-336934  
McCarthy Tétrault LLP TDO-RED #8312364 v. 1