

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
Algoma Steel Inc.		06/20/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A. (acting through its Canada branch), as Collateral Agent
Street Address:	2500-200 Front Street West
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V 3L2
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1067995	ALGOFORM
Registration Number:	1676455	ALGOMA
Registration Number:	1159690	ALGOMA STEEL
Registration Number:	2131656	ALGOTUF
Registration Number:	1486686	AWC
Registration Number:	1244981	
Registration Number:	2258392	DSPC
Registration Number:	2356339	QUALITY BLANKS INTERNATIONAL
Registration Number:	1191511	ALGOMA SEAMLESS
Registration Number:	3044312	ALGOMA
Registration Number:	3027044	DSPC-80F
Registration Number:	2862754	ALGOMA

CORRESPONDENCE DATA

OP \$315.00 1067995

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

037630-0021

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Gayle D. Grocke

Signature:

/gdg/

Date:

06/21/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT (US)

TRADEMARK SECURITY AGREEMENT (US) ("Trademark Security Agreement"), dated as of June 20, 2007, by ALGOMA STEEL INC. ("Grantor"), in favor of BANK OF AMERICA, N.A. (acting through its Canada branch), in its capacity as Collateral Agent for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented, or otherwise modified, the "Credit Agreement") among Algoma Acquisition Corp., a corporation incorporated under the laws of Ontario (at any time prior to the Amalgamation referred to below, "Borrower") which intends within three (3) Business Days of the date thereof to amalgamate (the "Amalgamation") with Algoma Steel Inc., an Ontario corporation (the "Target"), Oregon Baltic Commercial Properties B.V. (operating under the trade name Algoma Holdings and to be renamed as Algoma Holdings B.V.), a corporation incorporated under the laws of the Netherlands and the sole shareholder of Algoma Acquisition Corp. ("Holdings"), the other Subsidiary Guarantors, the Lenders party thereto, UBS Securities LLC, as sole lead arranger (in such capacity, "Arranger") and as sole book manager (in such capacity, "Book Manager"), UBS AG Canada Branch, as administrative agent (in such capacity "Administrative Agent") and as co-collateral agent (in such capacity, "Co-Collateral Agent"), and Bank of America, N.A., (acting through its Canada Branch), as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties, as an issuing bank (in such capacity an "Issuing Bank"), as funding agent (in such capacity "Funding Agent") and as Swingline Lender (in such capacity, "Swingline Lender"), Lenders have agreed to make the Loans for the benefit of Borrower and guaranteed by Holdings, Grantor and Subsidiary Guarantors;

WHEREAS, the Administrative Agent, the Collateral Agent and Lenders are willing to make the Loans and the Issuing Bank is willing to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Canadian Security Agreement (Revolver) dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor authorized the Collateral Agent to file filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark. Other terms used but not defined in this Trademark Security Agreement have the meanings given to them by the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, as security for the Secured Obligations, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. TERMINATION. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agents shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Intellectual Property Collateral under this Trademark Security Agreement.

SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agents pursuant to this Agreement and the exercise of any right or remedy by the Agents hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Algoma Acquisition Corp., Oregon Baltic Commercial Properties B.V. (to be renamed as Algoma Holdings B.V), the other guarantors party thereto, the Agents, the Administrative Agent, and UBS AG Canada Branch, both as administrative agent for the Term Loan Obligations (as defined therein) and as collateral agent for such Term Loan Obligations and certain other Persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control..

SECTION 7. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALGOMA STEEL INC.,
as Grantor

By: _____

PCF
Name: Paul C. Finley
Title: Vice President, Business Planning
and Corporate Secretary

UBS AG CANADA BRANCH,
as Co-Collateral Agent

By: _____

Name: Janice L. Randolph
Title: Associate Director

By: _____

Name: Toba Lumbantobing
Title: Associate Director

BANK OF AMERICA, N.A.
(acting through its Canada Branch),
as Collateral Agent

By: _____

Name:
Title:

By: _____

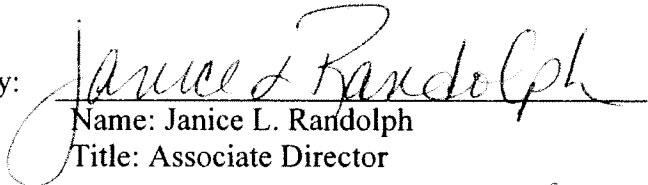
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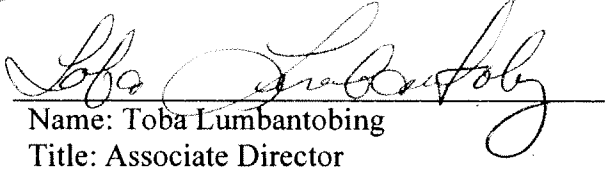
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ALGOMA STEEL INC.,
as Grantor

By: _____
Name:
Title:

UBS AG CANADA BRANCH,
as Co-Collateral Agent

By: 
Name: Janice L. Randolph
Title: Associate Director

By: 
Name: Toba Lumbantobing
Title: Associate Director

BANK OF AMERICA, N.A.
(acting through its Canada Branch),
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALGOMA STEEL INC.,
as Grantor

By: _____
Name:
Title:

UBS AG CANADA BRANCH,
as Co-Collateral Agent

By: _____
Name: Janice L. Randolph
Title: Associate Director

By: _____
Name: Toba Lumbantobing
Title: Associate Director

BANK OF AMERICA, N.A.
(acting through its Canada Branch),
as Collateral Agent

By: _____
Name: Nelson Lam
Title: Vice President

By: _____
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT (REVOLVER)
TRADEMARK REGISTRATIONS

United States Trademarks

Registrations:

1. 1,067,995 (U.S.)
2. 1,676,455 (U.S.)
3. 1,159,690 (U.S.)
4. 2,131,656 (U.S.)
5. 1,486,686 (U.S.)
6. 1,244,981 (U.S.)
7. 2,258,392 (U.S.)
8. 2,356,339 (U.S.)
9. 1,191,511 (U.S.)
10. 3,044,312 (U.S.)
11. 3,027,044 (U.S.)
12. 2,862,754 (U.S.)

Applications:

Nil.