## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BNY Trust Company of Canada		10/31/2007	Trust Company: CANADA
The Bank of New York		110/31/2007	New York banking corporation: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Stelco Inc.
Street Address:	386 Wilcox Street
City:	Hamilton, Ontario
State/Country:	CANADA
Postal Code:	L8L 8K5
Entity Type:	CORPORATION: CANADA

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0855764	STELCO
Serial Number:	78733221	DRIVEN BY STEEL

#### **CORRESPONDENCE DATA**

Fax Number: (703)739-9577

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-739-4900
Email: mpetry@stites.com

Correspondent Name: Marvin Petry - Stites & Harbison PLLC
Address Line 1: 1199 North Fairfax Street, Suite 900
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: G-1646-BNY-STELCO-TM-X2

DOMESTIC REPRESENTATIVE

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Name: Marvin Petry - Stites & Harbison PLLC
Address Line 1: 1199 North Fairfax Street, Suite 900
Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER: Marvin Petry

Signature: /Marvin Petry/

Date: 10/31/2007

Total Attachments: 4
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### RELEASE OF SECURITY INTEREST – U.S. TRADEMARKS

THIS RELEASE is given as of October 31, 2007 by BNY Trust Company of Canada, a trust company existing under the laws of Canada, (together with its successors and assigns in such capacity as agent, the "Canadian Trustee") and The Bank of New York, a New York banking corporation existing under the laws of New York, (together with its successors and assigns in such capacity as agent and together with the Canadian Trustee, the "Trustees") as agent for themselves, as Trustees, and for the Noteholders (as defined in the Security Agreement) to Stelco Inc. (the "Debtor").

WHEREAS the Debtor is the owner of the intellectual property set forth in Schedule A attached hereto, the applications and registrations for the intellectual property identified therein, and any underlying goodwill associated with such intellectual property (collectively, the "Intellectual Property");

AND WHEREAS the Debtor and the Trustees entered into an agreement entitled "Security and Pledge Agreement" dated March 31, 2006 (the "Security Agreement"), pursuant to which the Debtor granted a security interest to the Trustees, for their benefit and for the benefit of the Noteholders, in certain property, including the Intellectual Property, pursuant to the terms of the Security Agreement;

AND WHEREAS the Debtor entered into a letter agreement dated October 25, 2007 (the "Letter Agreement") with the Trustees (as that term is defined in the Letter Agreement) by which the Trustees agreed that all security interests, mortgages, charges, hypothecs and other liens granted to or held by the Trustees in any undertaking, property or assets of whatsoever nature and kind, real, personal, mixed, movable or immovable of the Debtor and any of the Loan Parties (as that term is defined in the Letter Agreement) shall be forever and irrevocably satisfied, released and discharged effective upon receipt by the Canadian Trustee (as that term is defined in the Letter Agreement) of immediately available funds equal to the Payoff Amount (as that term is defined in the Letter Agreement), and the additional per diem amounts, if any;

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AND WHEREAS the Canadian Trustee (as that term is defined in the Letter Agreement) did receive the immediately available funds equal to the Payoff Amount, and any additional *per diem* amounts, pursuant to the Letter Agreement on October 31, 2007;

NOW THEREFORE in consideration of the premises and the covenants herein contained and the consideration exchanged pursuant to the Letter Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Each of the Trustees as agent for itself, as Trustee, and for the Noteholders hereby confirms that it has released and discharged, and, to the extent it has not already released and discharged, does hereby release and discharge, all of its claims, rights, title and interest, if any, including the aforementioned security interest, in, to and under the Intellectual Property.

IN WITNESS WHEREOF, the Trustees have executed this release at <u>Tovorto</u>, <u>Ontario</u> this <u>31<sup>SF</sup></u> day of October, 2007.

WITNESS/ATTEST:	<b>BNY Trust Company of Canada</b> , as Canadian Trustee
	4 King Street West, Suite 1101 Toronto, ON M5H 1Bb,  By:
By: Robinse	Name:
Name: mubelle D. Robinson	MARCIA REDWAY  Title: Authorized Officer
WITNESS/ATTEST:	The Bank of New York, as U.S. Trustee
	101 Barclay Street, 21W
	New York, New York 10286
	Ву:
Ву:	Name:
Name:	Title:

AND WHEREAS the Canadian Trust	ee (as that term is defined in the Letter Agreement)
did receive the immediately available funds e	qual to the Payoff Amount, and any additional per
diem amounts, pursuant to the Letter Agreeme	ent on October, 2007;
NOW THEREFORE in consideration	of the premises and the covenants herein contained
and the consideration exchanged pursuant to t	he Letter Agreement, the receipt and sufficiency of
which are hereby acknowledged:	
1. Each of the Trustees as agent for itself	, as Trustee, and for the Noteholders hereby
confirms that it has released and disch	arged, and, to the extent it has not already released
and discharged, does hereby release ar	nd discharge, all of its claims, rights, title and
interest, if any, including the aforemen	ationed security interest, in, to and under the
Intellectual Property.	
IN WITNESS WHEREOF, the Trustees have	evenuted this release at
this day of October, 2007.	executed hims release at
WITNESS/ATTEST:	<b>BNY Trust Company of Canada</b> , as Canadian Trustee
	4 King Street West, Suite 1101 Toronto, ON M5H 1B6
	Ву:
Ву:	Name:
Name:	Title:
WITNESS/ATTEST:	The Bank of New York, as U.S. Trustee
	101 Barclay Street, Floor 4E New York, NY 10286
	By: Vavessa Wock
By: Saura Lentino	Name: VANESSA MACK
Name:	Title: VICE PRESIDENT
ISAURA TOLENTINO ASSISTANT VICE PRESIDENT	

McCarthy Tétrault LLP TDO-MCTET2 #3701939 v. 2

## **SCHEDULE A**

# Registered Trademarks (United States)

Registration No.	Trademark	
855764	STELCO	

# Trade-mark Applications (United States)

Serial No.	Trademark
78/733,221	DRIVEN BY STEEL

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**RECORDED: 10/31/2007** 

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