

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ISG Technologies Inc.		05/07/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Severstal Sparrows Point Holding, LLC		
<b>Street Address:</b>	1430 Sparrows Point Blvd.		
<b>City:</b>	Sparrows Point		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21219		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2952381	SLEEK	
Registration Number:	2948910	SLEEK AZ	
Registration Number:	2501654	P B R PATAPSCO & BACK RIVERS RAILROAD CO. SERVING INDUSTRY SINCE 1918	
Registration Number:	2063804	SCRAPNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	Elisha.Sakur@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: John Ubani		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	082680/25		

**CH \$115.00 2952381**

NAME OF SUBMITTER:	John Ubani
Signature:	/John Ubani/
Date:	06/11/2008

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made this 7<sup>th</sup> day of May, 2008, by and among ISG Technologies Inc. (the "Assignor"), and Severstal Sparrows Point Holding LLC, a Delaware limited liability company (the "Assignee").

**RECITALS**

WHEREAS, the Assignor, certain of its Affiliates, Joseph G. Krauss, solely in his capacity as the divestiture trustee appointed by the United States District Court for the District of Columbia pursuant to the Final Judgment, OAO Severstal, a Russian joint stock company, the Assignee, and SSP Railroad Holding LLC, a Delaware limited liability company, have entered into that certain Purchase and Sale Agreement, dated March 20, 2008 (together with the exhibits and schedules thereto, the "**Purchase Agreement**"); capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the trademarks, service marks and trade names listed on the attached Schedule A (collectively, the "**Trademarks**") and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Purchase Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Assignment of Trademarks. Effective as of the Closing, for value received (the receipt and sufficiency of which is hereby acknowledged) on and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and delivers to the Assignee, its successors, legal representatives and assigns all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof, including any rights under common law. This includes the Trademarks alone or in combination with other words, figures, designs or indicia, as well as any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business with respect to which the Trademarks or any such other marks or names have been used and/or registered and all claims, proceeds and causes of action relating to past, present or future claims, counterclaims, causes of action, infringement or other violation of the of the said Trademarks or said other marks or names.

2. No Representations. The Assignor makes no representations or warranties with respect to the Trademarks being sold, transferred, conveyed, assigned and delivered hereunder except for those representations and warranties made in the Purchase Agreement (subject to the limitations contained therein).

3. Entire Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement. The Purchase Agreement and this Assignment set forth the entire agreement and understanding of the parties with respect to the matters contemplated by the Purchase Agreement and this Assignment. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Parties Bound. This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

5. Further Assurances. At the request and the sole expense of the requesting party, Assignor or Assignee, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Assignor or Assignee, as applicable, or their respective counsel may reasonably request to further effectuate or evidence the transactions set forth in this Assignment.

6. Applicable Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by applicable federal law. The parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Borough of Manhattan, New York, New York. Each of the parties hereby waives any right to trial by jury in any action or proceeding relating to this Assignment or any actual or proposed transaction or other matter contemplated in or relating to this Assignment.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

ISG TECHNOLOGIES INC.

By: John L. Brett  
Name: JOHN L. BRETT  
Title: VICE PRESIDENT  
FINANCE, PLANNING & CONTROLLER

SEVERSTAL SPARROWS POINT HOLDING  
LLC

By: \_\_\_\_\_  
Name:  
Title:

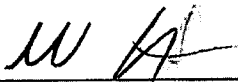
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

ISG TECHNOLOGIES INC.

By: \_\_\_\_\_  
Name:  
Title:

SEVERSTAL SPARROWS POINT HOLDING  
LLC

By:  \_\_\_\_\_  
Name: Mark Yost  
Title: Vice President, Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]



**SCHEDULE A**

<b>Trademark</b>	<b>Serial/Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Status</b>	<b>Owner</b>
<b>SLEEK (and design)</b>	2952381	May 17, 2005	Registered	ISG Technologies Inc.
<b>SLEEK AZ (and design)</b>	2948910	May 10, 2005	Registered	ISG Technologies Inc.
<b>PBR Patapsco &amp; Back Rivers Railroad Co. (and design)</b>	2501654	October 31, 2001	Registered	ISG Technologies Inc.
<b>Scrapnet</b>	2063804	May 20, 1997	Registered	ISG Technologies Inc.