

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPSCO Inc.		06/12/2008	CORPORATION:

RECEIVING PARTY DATA	
Name:	ABN AMRO Bank N.V.
Street Address:	540 W. Madison, Suite 2621
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Bank: NETHERLANDS

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2726675	IPSCO MAKING STEEL BETTER
Registration Number:	2728756	IPSCO MAKING TUBULARS BETTER
Registration Number:	2859230	IPSCO
Registration Number:	2492463	IPSCO
Registration Number:	2842085	
Registration Number:	2593129	LASER QUALITY PLATE

CORRESPONDENCE DATA	
Fax Number:	(650)838-5136
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 838-3753
Email:	emily.robbs@shearman.com
Correspondent Name:	Tina S. Patel
Address Line 1:	Shearman & Sterling LLP
Address Line 2:	1080 Marsh Rd.
Address Line 4:	Menlo Park, CALIFORNIA 94025

CH \$165.00 2726675

ATTORNEY DOCKET NUMBER:	03958-00254 TM SA
NAME OF SUBMITTER:	Tina S. Patel
Signature:	/tina s. patel/
Date:	06/18/2008
Total Attachments: 5 source=Igloo US IP Security Agmt#page1.tif source=Igloo US IP Security Agmt#page2.tif source=Igloo US IP Security Agmt#page3.tif source=Igloo US IP Security Agmt#page4.tif source=Igloo US IP Security Agmt#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 12, 2008, is made by IPSCO, Inc. (the "*Grantor*") in favor of ABN AMRO Bank N.V. ("*ABN Bank*"), as collateral agent (the "*Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, 6938621 Canada Inc., a Canadian corporation, has entered into a Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with ABN Bank, as Administrative Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Term Loans by the Lenders under the Credit Agreement, the Grantor, together with the other Loan Parties, has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantor and such other Loan Parties to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of the Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to its conflicts of law principles.

[Remainder of page intentionally left blank.]

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

IPSCO INC.

By 
Name:
Title:

Address for Notices:

c/o Evraz Oregon Steel Mills Inc.
1000 SW Broadway, Suite 2200
Portland, OR 97205

[Signature page to IP Security Agreement for USPTO]






TRADEMARK
REEL: 003797 FRAME: 0969

Schedule A**Patents**

Title	App. No./ Filing Date	Patent No./ Issue Date	Owner
PIPE COUPLING	07/770566 10/03/1991	5,330,239 07/19/1994	IPSCO Inc.
PIPE COUPLING	07/770567 10/03/1991	5,348,350 09/20/1994	IPSCO Inc.
PIPE COUPLING	08/274904 07/14/1994	5,498,035 03/12/1996	IPSCO Inc.
SWAGED PIN END OF PIPE CONNECTION	08/942866 10/02/1997	6,024,646 02/15/2000	IPSCO Inc.
PUMP DEVICE	09/789874 02/21/2001	6,468,029 10/22/2002	IPSCO Inc.

Schedule B

Trademarks

Mark	Mark Descriptions	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
IPSCO MAKING STEEL BETTER & design		76/373890 02/21/2002	2,726,675 06/17/2003	IPSCO Inc., Canada
IPSCO MAKING TUBULARS BETTER & design		76/373865 02/21/2002	2,728,756 06/24/2003	IPSCO Inc., Canada
IPSCO & design		76/124103 09/07/2000	2,859,230 07/06/2004	IPSCO Inc., Canada
IPSCO & design		76/124024 09/07/2000	2,492,463 09/25/2001	IPSCO Inc., Canada
Goose in Circle design		76/122516 09/05/2000	2,842,085 05/18/2004	IPSCO Inc., Canada
LASER QUALITY PLATE	Standard Character Word Mark	75/709394 05/19/1999	2,593,129 07/09/2002	IPSCO Inc., Canada