

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Novamerican Steel Inc.		11/15/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNY Trust Company of Canada		
<b>Street Address:</b>	101 Barclay Street, Floor 8W		
<b>Internal Address:</b>	c/o The Bank of New York		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2341474	NOVAMERICAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	33393		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		

OP \$40.00 2341474

Date:

06/18/2008

**Total Attachments: 7**

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PATENT AND TRADEMARK SECURITY  
 AGREEMENT, dated as of NOV 15, 2007, among  
 NOVAMERICAN STEEL INC. ("Grantor") and BNY TRUST  
 COMPANY OF CANADA as Canadian Collateral Agent (the  
 "Canadian Collateral Agent").

Reference is made to the Canadian Collateral Agreement (Intercompany Notes) dated as of November 15, 2007 (as amended, supplemented or otherwise modified from time to time, the "Canadian Collateral Agreement (Intercompany Notes)"), among Grantor and the Canadian Collateral Agent. Novamerican Steel Finco Inc. (the "Company") has agreed to extend credit to the Grantor subject to the terms and conditions set forth in certain intercompany notes including the Intercompany Notes dated as of November 15, 2007 (as amended, supplemented or otherwise modified from time to time, the "Intercompany Notes"). The obligations of the Company to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Canadian Collateral Agreement (Intercompany Notes). The rules of construction specified in Section 1.01 of the Canadian Collateral Agreement (Intercompany Notes) also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Financing Document Obligations, Grantor, pursuant to the Canadian Collateral Agreement (Intercompany Notes), did and hereby does grant to the Canadian Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

(a) all letters patent of Canada or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of Canada or the equivalent thereof in any other country, including registrations, recordings and pending applications in the Canadian Intellectual Property Office or any similar offices in any other country, including those listed on Schedule I (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (collectively, the "Patent Collateral");

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the Canadian Intellectual Property Office or any similar offices in any other country or any political subdivisions thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(c) all goodwill associated with or symbolized by the Trademarks; and


(d) all assets, rights and interests that uniquely reflect or embody the Trademarks (collectively with (b) and (c), the "Trademark Collateral").

**SECTION 3. Canadian Collateral Agreement (Intercompany Notes).** The security interests granted to the Canadian Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Canadian Collateral Agent pursuant to the Canadian Collateral Agreement (Intercompany Notes). Grantor hereby acknowledges and affirms that the rights and remedies of the Canadian Collateral Agent with respect to the Patent Collateral and the Trademark Collateral are more fully set forth in the Canadian Collateral Agreement (Intercompany Notes), the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Canadian Collateral Agreement (Intercompany Notes), the terms of the Canadian Collateral Agreement (Intercompany Notes) shall govern.

**SECTION 4. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NOVAMERICAN STEEL INC.

By: 

Name:

Title:

EXECUTION COPY

BNY TRUST COMPANY OF CANADA,  
as Canadian Collateral Agent

By:



Name: Patricia Benjamin  
Title: Authorized Officer

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TRADEMARK  
REEL: 003800 FRAME: 0157

*Schedule I*

I. Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Industries Cresswell Inc.	Impact blow actuated pneumatic fastener driving tool	CA 2298865 (Canada)	February 15, 2020

II. Patent Applications


<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
Industries Cresswell Inc.	Cargo Restraint System	CA 2535104 (Canada)	February 1, 2006
Industries Cresswell Inc.	Nailer with ratchet-provided plunger mechanism	CA 2517798 (Canada)	September 1, 2005

III. Patent Licenses

None.

*Schedule II*

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Profilage Cresswell Inc.	 The logo consists of the word "SUPERACK" in a bold, sans-serif font, enclosed within a rounded rectangular border.	TMA373,515 (Canada)	September 14, 2020
Novamerican Steel Inc.	NOVAMERICAN	2,341,474 (U.S.A.)	April 11, 2010

II. Trademark Applications

None.

III. Trademark Licenses

None.