

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IPSCO Tubulars Inc.		06/10/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IPSCO Inc.		
<b>Street Address:</b>	P.O. Box 1670 Armour Road		
<b>City:</b>	Regina		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	SK S4P 3C7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2842085		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-955-8500		
<b>Email:</b>	aaltshul@gibsondunn.com		
<b>Correspondent Name:</b>	Amy Altshul		
<b>Address Line 1:</b>	1050 Connecticut Avenue N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036-5306		
<b>ATTORNEY DOCKET NUMBER:</b>	99207-00021		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

**CH \$40.00 2842085**

Address Line 4:

NAME OF SUBMITTER:

Amy Altshul

Signature:

/amy altshul/

Date:

06/26/2008

**Total Attachments: 7**

source=ipSCOAssignment of Trademarks Agreement - TMK to Evraz#page1.tif

source=ipSCOAssignment of Trademarks Agreement - TMK to Evraz#page2.tif

source=ipSCOAssignment of Trademarks Agreement - TMK to Evraz#page3.tif

source=ipSCOAssignment of Trademarks Agreement - TMK to Evraz#page4.tif

source=ipSCOAssignment of Trademarks Agreement - TMK to Evraz#page5.tif

source=ipSCOAssignment of Trademarks Agreement - TMK to Evraz#page6.tif

source=ipSCOAssignment of Trademarks Agreement - TMK to Evraz#page7.tif

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of this [ ] day of June, 2008, between IPSCO Tubulars Inc. ("Assignor"), in favor and for the benefit of IPSCO Inc. ("Assignee", and each of Assignee and Assignor, a "Party" and, collectively, the "Parties").

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Intellectual Property Cross License Agreement (the "License Agreement") dated as of June 12, 2008, pursuant to which TMK and the TMK Acquired Companies have agreed to assign to Evraz or any Evraz Affiliate designated by Evraz all right, title and interest TMK or any TMK Acquired Company has (to the extent TMK or a TMK Acquired Company may have, or may have acquired prior to Closing, any such right, title or interest as a result of such party's use, if any, of the marks) in and to all of the trademarks, trademark registrations and applications that are listed in Schedule I hereto, including without limitation all extensions, modifications and renewals of same (collectively, the "Registered Trademarks") and all unregistered trademarks consisting solely of the "GOOSE" image, or the slogan "MAKING STEEL BETTER," together with the goodwill of the business connected with the use of, or symbolized by, all of the foregoing, (all such Registered Trademarks and unregistered trademarks referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the License Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto.
3. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment. Assignee, or its successor or assign, as the case may be, shall be responsible for all costs incurred by Assignor in executing and delivering any of the foregoing.
4. Recordation. The Parties agree that Assignee may record this Assignment in the United States Patent and Trademark Office and the Canadian Intellectual Property Office. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the

United States and the Registrar of Trademarks in Canada record in the name of Assignee all right, title, and interest in and to the Assigned Trademarks. The Parties further agree that nothing in this Assignment shall prevent Assignee from seeking to register or registering any of the Assigned Trademarks in any other jurisdiction.

5. Miscellaneous. Except to the extent the mandatory provisions of the United States Bankruptcy Code apply, the interpretation and construction of this Assignment, and all matters and disputes arising out of, relating to or in connection with this Assignment, shall be governed by the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all Parties. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

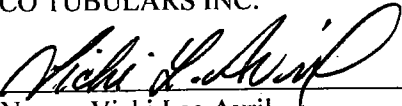
[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

IPSCO INC.

IPSCO TUBULARS INC.

By: \_\_\_\_\_  
Name: James Declusin  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Vicki Lee Avril  
Title: President and CEO

[Signature page to Assignment of Trademarks (TMK to Evraz)]

**TRADEMARK**  
**REEL: 003804 FRAME: 0683**



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

IPSCO TUBULARS INC.

IPSCO INC.

By: \_\_\_\_\_

Name:

Title:

By:  \_\_\_\_\_

Name: James Declusin

Title: Authorized Signatory

[Signature page to Assignment of Trademarks (TMK to Evraz)]

**TRADEMARK**  
**REEL: 003804 FRAME: 0685**

State of Oregon )

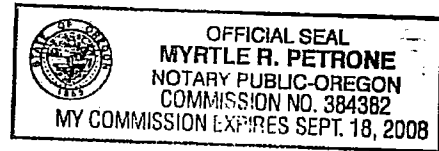
County of Multnomah ss.:

On the 10<sup>th</sup> day of JUNE in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared [JAMES F. DECHINSKI] personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which these individuals acted, executed the instrument.

Myrtle R. Petrone  
Notary Public

My commission expires: September 18, 2008

Dated: 6-10-08







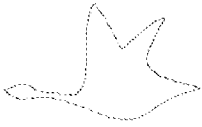
SCHEDULE I

ASSIGNED TRADEMARKS

1. United States Trademark and Service Mark Registrations

TRADEMARK	MARK DESCRIPTION	COUNTRY	APP. DATE / APP. NO.	REG. DATE / REG. NO.	OWNER
Goose in Circle Design (No Color)		United States	9/5/2000 76/122,516	5/18/2004 2,842,085	IPSCO Inc., Canada

2. Foreign Trademark and Service Mark Registrations

TRADEMARK	MARK DESCRIPTION	COUNTRY	APP. DATE / APP. NO.	REG. DATE / REG. NO.	OWNER
FLYING GOOSE DESIGN (No Color)		Canada	4/7/1964 281511	1/22/1965 138895	IPSCO Inc., Canada
FLYING GOOSE PROFILE Design (No Color)		Canada	2/26/2001 1094314	1/28/2003 574532	IPSCO Inc., Canada