OP \$40.00 24

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IPSCO, Inc.		06/12/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	IPSCO Tubulars Inc.	
Street Address:	550 Warrenville Road	
Internal Address:	Suite 450	
City:	Lisle	
State/Country:	ILLINOIS	
Postal Code:	60532	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2478141	IPSCO

CORRESPONDENCE DATA

Fax Number: (212)225-3999

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

Phone: 212-225-2000
Email: psen@cgsh.com
Correspondent Name: Pia Sen, CGSH LLP
Address Line 1: 1 Liberty Plaza

Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Pia Sen
Signature:	/Pia Sen/
Date:	07/25/2008

Total Attachments: 7

TRADEMARK REEL: 003822 FRAME: 0430

900112165

source=1900129_4(Assignment of Trademarks Agreement - Evraz to TMK)#page1.tif source=1900129_4(Assignment of Trademarks Agreement - Evraz to TMK)#page2.tif source=1900129_4(Assignment of Trademarks Agreement - Evraz to TMK)#page3.tif source=1900129_4(Assignment of Trademarks Agreement - Evraz to TMK)#page4.tif source=1900129_4(Assignment of Trademarks Agreement - Evraz to TMK)#page5.tif source=1900129_4(Assignment of Trademarks Agreement - Evraz to TMK)#page6.tif source=1900129_4(Assignment of Trademarks Agreement - Evraz to TMK)#page7.tif

TRADEMARK REEL: 003822 FRAME: 0431

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>") is made and entered into as of this 12th day of June, 2008, between IPSCO, Inc. ("<u>Assignor</u>"), in favor and for the benefit of IPSCO Tubulars Inc. ("<u>Assignee</u>", 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 [], 2008, pursuant to which Evraz and the Evraz Acquired Companies have agreed to assign to TMK or any TMK Affiliate designated by TMK all right, title and interest Evraz or any Evraz Acquired Company has 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 term "IPSCO" or the slogan "MAKING TUBULARS 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. <u>Definitions</u>. 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. <u>Further Assurances</u>. 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

TRADEMARK
REEL: 003822 FRAME: 0432

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.]

IPSCO INC.

IPSCO TUBULARS INC.

By:

Name: Tames Declusin

Title: President + C=0

IPSCO TUBULARS INC.

By:

Name:

Title:

the day and year first above written.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of

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

State of OREGON)
O	,ss.
County of Multwon	nah)

On the 10th day of _____ in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared [______, 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.

My commission expires: September 18, 2008

Dated: 6-10-08

OFFICIAL SEAL MYRTLE R. PETRONE NOTARY PUBLIC-OREGON COMMISSION NO. 384382 MY COMMISSION EXPIRES SEPT. 18, 2008

TRADEMARK REEL: 003822 FRAME: 0435 IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

IPSCO TUBULARS INC.

IPSCO INC.

Name: Vicki Lee Avril

Title: President and CEO

By:_______Name: James Declusin

Title: Authorized Signatory

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

State of Sthrow)

County of Aware)

On the day of day of day in the year wolf before me, the undersigned, a Notary Public in and for said State, personally appeared Vicki Lee Avril, 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.

Johns C. Draski Notary Public

My commission expires: 10/23/2009

Dated: 6/10/08

OFFICIAL SEAL
JOANNE C. DRASKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY GOMMISSION EXPIRES 10-23-2009

TRADEMARK REEL: 003822 FRAME: 0437

SCHEDULE I

ASSIGNED TRADEMARKS

1. United States Trademark and Service Mark Registrations

Trademark	Mark Description	Country of Registration	App. Date / App. No.	Reg. Date / Reg. No.	Owner
IPSCO	Standard Character Word Mark	United States	9/13/2000 76/128,468	8/14/2001 2,478,141	IPSCO Inc., Canada

2. Foreign Trademark and Service Mark Registrations

Trademark	Mark Description	Country of Registration	App. Date / App. No.	Reg. Date / Reg. No.	Owner
IPSCO	Standard Character Word Mark	Canada	12/16/1963 279494	1/22/1965 138883	IPSCO Inc., Canada

TRADEMARK REEL: 003822 FRAME: 0438

RECORDED: 07/25/2008