

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CF&I STEEL, L.P.		08/14/2008	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	500 West Monroe, 12th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION:

Name:	RBS BUSINESS CAPITAL
Street Address:	600 Steamboat Road
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3284635	OREGON STEEL MILLS
Registration Number:	2327962	RMSM
Registration Number:	2304960	ROCKY MOUNTAIN STEEL MILLS

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455
 Email: JLIK@SHEARMAN.COM

CH \$90.00 3284635

Correspondent Name: SHARON HERMAN
Address Line 1: 599 LEXINGTON AVENUE
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3958/255
NAME OF SUBMITTER:	SHARON HERMAN
Signature:	/SHARON HERMAN/
Date:	09/18/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 14, 2008 ("Trademark Security Agreement"), by the assignors named on the signature page hereto (individually, an "Assignor", and, collectively, the "Assignors"), in favor of RBS BUSINESS CAPITAL (a division of RBS Asset Finance, Inc., a subsidiary of RBS Citizens, N.A.) and GENERAL ELECTRIC CAPITAL CORPORATION, in their capacity as Co-Collateral Agents pursuant to the Credit Agreement (collectively, in such capacities, the "Assignee").

W I T N E S S E T H :

Whereas, the Assignors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Assignee pursuant to which the Assignors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and the Assignee hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, collectively, all trademarks (including service marks and certification marks), slogans, logos, certification marks, trade dress, Internet domain names, corporate names and trade names, together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof and receive all proceeds and damages therefrom.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties, a Lien on and security interest in all of the right, title and interest of such Assignor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all Trademarks of such Assignor, including, without limitation, the registered and applied-for Trademarks of such Assignor listed on Schedule I attached hereto; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to the Assignee pursuant to the Security Agreement and Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the Lien and security interest in the Trademarks

made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

SECTION 4. Recordation. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement the Pledged Trademark Collateral shall be released from the Lien of this Trademark Security Agreement and upon the request and at the sole cost and expense of the Assignors, the Assignee shall promptly execute, acknowledge, and deliver to the Assignors an instrument in writing in recordable form releasing the Pledged Trademark Collateral from the Lien of this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

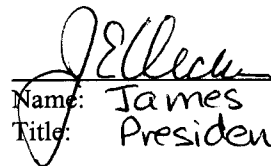
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 8. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ASSIGNEE, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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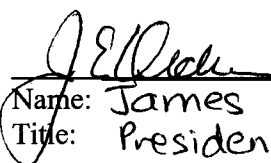
IN WITNESS WHEREOF, each Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

EVRAZ INC. NA

By: 
Name: James Declusin
Title: President + CEO

CF&I STEEL, L.P.

By: New CF&I, Inc., as General Partner

By: 
Name: James Declusin
Title: President + CEO

Accepted and Agreed:

RBS BUSINESS CAPITAL (a division of
RBS Asset Finance, Inc., a subsidiary of
RBS Citizens, N.A.), as Co-Collateral Agent

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Co-Collateral Agent

By: _____
Name:
Title:

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

EVRAZ INC. NA

By: _____
Name:
Title:

CF&I STEEL, L.P.

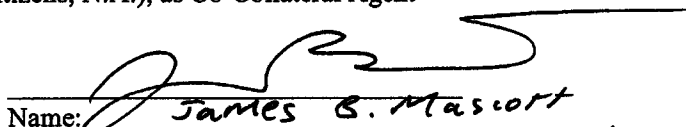
By: New CF&I, Inc., as General Partner

By: _____
Name:
Title:

Accepted and Agreed:

RBS BUSINESS CAPITAL (a division of
RBS Asset Finance, Inc., a subsidiary of
RBS Citizens, N.A.), as Co-Collateral Agent

By:


Name: *James S. Mascott*
Title: *Senior vice President*

GENERAL ELECTRIC CAPITAL CORPORATION,
as Co-Collateral Agent

By:

Name:
Title:

[Signature Page to EINA Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 003856 FRAME: 0093

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

EVRAZ INC. NA

By: _____
Name:
Title:

CF&I STEEL, L.P.

By: New CF&I, Inc., as General Partner

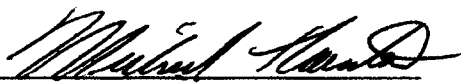
By: _____
Name:
Title:

Accepted and Agreed:

RBS BUSINESS CAPITAL (a division of
RBS Asset Finance, Inc., a subsidiary of
RBS Citizens, N.A.), as Co-Collateral Agent

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Co-Collateral Agent

By: 
Name: *Michael Thornton*
Title: *Duly Authorized Signatory*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Registration No. / Date	Serial No. / Filed	Owner	Status
OREGON STEEL MILLS and design	3,284,635	77-037,995	Evraz Inc. NA	Registered
	20070828	20061106		
RMSM	2,327,962	75-487,328	CF&I Steel, L.P.	Registered
	20000314	19980518		
ROCKY MOUNTAIN STEEL MILLS	2,304,960	75-487,326	CF&I Steel, L.P.	Registered
	19991228	19980518		