

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ESSAR STEEL ALGOMA INC.		12/14/2009	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST FSB, as Collateral Trustee
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Federal Savings Bank: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1067995	ALGOFORM
Registration Number:	1676455	ALGOMA
Registration Number:	1159690	ALGOMA STEEL
Registration Number:	2131656	ALGOTUF
Registration Number:	2258392	DSPC
Registration Number:	2356339	QUALITY BLANKS INTERNATIONAL
Registration Number:	3044312	ALGOMA
Registration Number:	1191511	ALGOMA SEAMLESS
Registration Number:	3027044	DSPC-80F
Registration Number:	2862754	ALGOMA

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 714-540-1235

OP \$265.00 1067995

Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	037630-0028
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	12/22/2009

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT (US)**

TRADEMARK SECURITY AGREEMENT (US) ("Trademark Security Agreement"), dated as of December 14, 2009, by ESSAR STEEL ALGOMA INC. ("Grantor"), in favor of Wilmington Trust FSB, in its capacity as Collateral Trustee (the "Collateral Trustee") for the Noteholders. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture (as defined below).

**WITNESSETH:**

WHEREAS, pursuant to that certain Indenture dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented, or otherwise modified, the "Indenture") among Grantor, the Guarantors and Wilmington Trust Company, Wilmington Trust Company has agreed to issue the Notes for the benefit of Grantor and guaranteed by the Guarantors;

AND WHEREAS pursuant to that certain collateral trust agreement dated December 14, 2009, among *inter alios*, Grantor, 1706361 Ontario Limited, Cannelton Iron Ore Company, the Collateral Trustee, and Wilmington Trust Company, as Trustee (the "Collateral Trust Agreement"), the Collateral has been appointed as collateral trustee;

WHEREAS, as provided for in the Indenture, Grantor shall have executed and delivered to Collateral Trustee, for its benefit and the benefit of the Noteholders, that certain Canadian Security Agreement (Senior Secured Notes) dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor authorized the Collateral Trustee to file filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Trustee, as secured party;

NOW, THEREFOR, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark. Other terms used but not defined in this Trademark Security Agreement have the meanings given to them by the Security Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Trustee, on behalf of the Noteholders, as security for the Secured Obligations, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by the Grantor or any Guarantor of any material rights therein:

- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**SECTION 3. SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Trustee, for its benefit and the benefit of the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 4. TERMINATION.** Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Trustee shall, at the sole expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Intellectual Property Collateral under this Trademark Security Agreement.

**SECTION 5. COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

**SECTION 6. INTERCREDITOR AGREEMENT.** Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"),


among Algoma Acquisition Corp., Oregon Baltic Commercial Properties B.V. (to be renamed Algoma Holdings B.V.), the other guarantors party thereto, UBS AG, STAMFORD BRANCH, as collateral agent and administrative agent for the Term Loan Obligations (as defined therein), and UBS AG CANADA BRANCH, as administrative agent and co-collateral agent and BANK OF AMERICA, N.A. (acting through its Canada Branch), as collateral agent for the Revolving Loan Obligations (as defined therein) and certain other Persons which may be or become parties thereto or become bound thereto from time to time, including without limitation the Collateral Trustee, who became a party to the Intercreditor Agreement by way of a joinder and amendment agreement dated December 14, 2009. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

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

**ESSAR STEEL ALGOMA INC.**

By:   
Name: ARMANDO PLASTINO  
Title: CHIEF EXECUTIVE OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST FSB,  
as Collateral Trustee

By: Michael G. Oiler, Jr.  
Name: Michael G. Oiler, Jr.  
Title: Assistant Vice President

By: Steven Cimatore  
Name: STEVEN CIMATORE  
Title: VICE PRESIDENT

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT (TERM)  
TRADEMARK REGISTRATIONS

United States Trademarks

Registrations:

- 1,067,995
- 1,676,455
- 1,159,690
- 2,131,656
- 2,258,392
- 2,356,339
- 3,044,312
- 1,191,511
- 3,027,044
- 2,862,754

Applications:

- Nil