

TO: EDWARD M. PRINCE COMPANY: 950 F STREET, NW

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mittal Steel Technologies Limited		03/05/2008	CORPORATION: MAURITIUS
RECEIVING PARTY DATA			
Name:	ArcelorMittal		
Street Address:	19 avenue de la Liberte		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L2930		
Entity Type:	Societe Anonyme: Luxembourg		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3587113	MITTAL	
Serial Number:	78677168	MITTAL	
Serial Number:	78979091	MITTAL STEEL	
CORRESPONDENCE DATA			
Fax Number:	(202)756-3333		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-756-3358		
Email:	edward.prince@alston.com		
Correspondent Name:	Edward M. Prince		
Address Line 1:	950 F Street, NW		
Address Line 2:	The Atlantic Building		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	55389/371381		
DOMESTIC REPRESENTATIVE			

OP \$90.00 3587113

TRADEMARK

REEL: 004133 FRAME: 0015

700427204

TO: EDWARD M. PRINCE COMPANY: 950 F STREET, NW

Name: Edward M. Prince
Address Line 1: 950 F Street, NW
Address Line 2: The Atlantic Building
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Edward M. Prince
Signature:	/Edward M. Prince/
Date:	01/13/2010
Total Attachments: 5 source=Trademark Assignment By and Between_1#page1.tif source=Trademark Assignment By and Between_1#page2.tif source=Trademark Assignment By and Between_1#page3.tif source=Trademark Assignment By and Between_1#page4.tif source=Trademark Assignment By and Between_1#page5.tif	

TO: EDWARD M. PRINCE COMPANY: 950 F STREET, NW

**TRADEMARK ASSIGNMENT
BY AND BETWEEN**

Mittal Steel Technologies Limited, a corporation organized and existing under the laws of Mauritius, having its head office at IFS Court, TwentyEight, Cybercity, Ebene, Mauritius, (hereinafter referred to as the "Assignor"),

AND

ArcelorMittal, a Luxembourg "Société Anonyme", registered within the Trade and Companies Register of Luxembourg under number LUXBG B 82.454, having its head office at Avenue de la Liberté, 19 - L2930 Luxembourg, (hereinafter referred to as the "Assignee"),

individually referred to as "Party" and collectively as "Parties"

RECITALS

WHEREAS the Assignor is the owner of pending or registered trademarks throughout the world as described in the Appendix

WHEREAS the Assignor is an affiliated subsidiary of the Assignee

WHEREAS within the corporate reorganization proceedings the Assignor consents to the assignment of its trademarks to the Assignee in consideration of a fair price

NOW THEREFORE in consideration of the mutual covenants and promises exchanged herein the Parties agree that the Assignor shall assign the aforementioned trademarks to the Assignee according to the following terms and conditions:

1. Definitions

Within the framework of the present assignment the Parties agree that the following terms and expressions are to be defined as follow:

- Trademarks shall mean all pending or registered trademarks listed in the Appendix and owned by the Assignor.
- Assignment shall mean this entire agreement together with the Appendix hereto.

2. Assignment

The Assignor hereby assigns to the Assignee full legal ownership of the Trademarks including but not limited to:

- all rights, title and interest in and to the Trademarks;
- any rights to prepare derivative marks;
- any goodwill related to the Trademarks;
- all rights to pursue all prosecutions;
- the right to sue and recover for past infringement of the Trademarks;

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- all incomes, royalties or claims relating to the Trademarks due or payable on or after the date of this Assignment.

As from the effective date the Assignee is subrogated in the place of the Assignor in all rights relating to the Trademarks and shall be free to maintain, abandon, give license to and transfer them.

3. Statements

The Assignor has exclusive ownership of the Trademarks.

The Assignor also represents and warrants that at the effective date:

- the Trademarks are not the subject of any transfer of right, licence or co-existing agreement;
- it is able to provide evidence of use of the Trademarks worldwide upon request;
- it is not aware of any third party infringement of the rights to the Trademarks or any actions to contest the validity of the Trademarks or any registration thereof except any possible action arising during the course of the prosecution of the Trademark applications as mentioned in the Appendix but shall not be liable for any such occurrences happening before or after the execution of the Assignment.

The Assignee agrees and recognizes that at the effective date:

- that some of the marks constituting the Trademarks are not yet registered so that their scope may afterwards be reduced in the course of their prosecution or that they may be refused because of a third party's prior trademark or other intellectual property right;
- it will acquire the Trademarks as is and with the protection they enjoy at the time hereof and expressly declares that it shall refrain from any claims, demands, actions or causes of actions against the Assignor in relation to the status, degree of protection or lack thereof or other characteristics of the Trademarks.

4. Consideration

As consideration for the Assignment of the Trademarks to the Assignee, the Assignee will pay to the Assignor the sum of US\$2,333,796.85 net of taxes (two million three hundred and thirty three thousand seven hundred and ninety six United States Dollars eighty-five cents)

This shall be paid within one month following the effective date.

5. Co-operation

The Assignor agrees to perform, execute or assist the Assignee upon request by taking any reasonable action that may be necessary for perfecting and securing the present Assignment including providing and signing all necessary documents required by the Assignee.

6. Effective date

The Assignment is effective as from the date of its signature by the last Party.

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7. Registration - Inscription

Extended powers are given to the Assignee and holder of an original Assignment to require or make all proceedings relating to the registration of the present Assignment and to record the change of owner of the Trademarks within any national, foreign or international trademarks offices and any administrations.

The costs involved shall be borne as follows:

- the Assignor will bear all expenses relating to the recording of change of ownership of the Trademarks up to the date of recording of the Assignor as registered owner of the Trademarks;
- the Assignee will bear all expenses relating to the registration of the present Assignment and to the recording of change of ownership of the Trademarks from the Assignor to the Assignee.

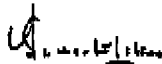
8. Governing Law - Jurisdiction

This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of Luxembourg and the Parties irrevocably elect, for any matters arising under or in connection with this Assignment, the court of Luxembourg.

The present Assignment is established and duly signed in three originals intended for each party and a third for any necessary administrative requirement.

In witness whereof, this Assignment has been entered into this 5th day of March 2009

For and on behalf of
Mittal Steel Technologies Limited



Couldip Basanta Lala
Director



ArcelorMittal,

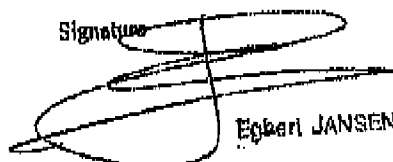
Mr.

Signature


Asmund Clobber

Mr.

Signature


Egbert JANSEN

TO: EDWARD M. PRINCE COMPANY: 950 F STREET, NW

Country	Class	Serial No.	Registration No.	Effective Date	Registration Date	Status
Thailand	38	601183	B030286	26/08/2005	28/08/2005	Registered.
Thailand	40	579873	B028522	26/01/2005	22/12/05	Registered.
Trinidad & Tobago	6 and 40	35270		2/08/2004		Pending
Trinidad & Tobago	39	36337	36337	12/08/2006	01/05/06	Registered.
Tunisia	6 and 40	EE050070	EE050070	14/09/2004	13/01/2005	Registered.
Tunisia	39	EE051746	EE051746	3/08/2005	18/11/05	Registered.
Turkey	6 and 40	2004027183	2004 027 183	26/03/2004	26/08/2004	Registered.
Turkey	39	2005031573	2005 31573	29/07/2005	29/07/2005	Registered.
Ukraine SSR	6 and 40	20040808482	02192	11/08/2004	11/08/2004	Registered.
Ukraine SSR	39	2005044440	73397	22/4/2005	27/07/2005	Registered.
United Arab Emirates	6	63114		21/08/2004		Pending
United Arab Emirates	39	71813		30/7/2005		Pending
United Arab Emirates	40	63115		21/08/2004		Pending
United Kingdom	6 and 40	2370212	2370212	09/08/2004	09/08/2004	Registered.
United Kingdom	16, 35 and 39	2385750	2385750	01/03/2005	01/03/2005	Registered.
United States	6 and 40	78484885		10/08/2004		Pending
United States	39	78677168		26/07/2005		Pending
Venezuela	6	19142-2004	04-019142	10/11/2004	17/04/2006	Registered.
Venezuela	38	22626-2005		13/10/2005		Pending
Venezuela	40	19141-2004	04-019141	10/11/2004	17/04/2006	Registered.
Vietnam	6 and 40	4-2004-13677	74140	8/12/2004	03/06/2006	Registered.

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Country	Serial No.	Class	Reg. No.	Reg. Date	Status
Tanzania	0002423	6	21/04/2005	2423	28/11/2008 Registered.
Tanzania	000696	39	21/04/2005	2917	TBC Registered.
Tanzania	003697	40	21/04/2005	TBC	TBC Registered.
Taiwan	094019000	6 and 40	22/04/2005	01197376	16/02/06 Registered.
Taiwan	094019000	39	22/04/2005	1205626	16/04/2006 Registered.
Thailand	587958	6	22/04/2005	Kor274508	22/04/2005 Registered.
Thailand	587959	39	22/04/2005	Boa29037	22/04/05 Registered.
Thailand	587960	40	22/04/2005	Boa29038	22/04/05 Registered.
Trinidad & Tobago	36046	6 and 40	22/04/2005	36046	22/10/2004 Registered.
Trinidad & Tobago	36045	39	22/04/2005	35270	07/09/06 Registered.
Tunisia	E5050860	6, 39 and 40	22/04/2005	E5050860	09/09/2006 Registered.
Turkey	2005/014936	6, 39 and 40	22/04/2005	2005/14936	22/04/2005 Registered.
Ukrainian SSR	M290050440	6, 39 and 40	22/04/05	69402	15/11/06 Registered.
United Arab Emirates	68911	6	23/04/2005		Pending
United Arab Emirates	68912	39	23/04/2005		Pending
United Arab Emirates	68913	40	23/04/2005		Pending
United Kingdom	2376367	6 and 40	22/10/2004	2376367	22/10/2004 Registered.
United Kingdom	2389932	39	20/04/2005	2389932	20/04/2005 Registered.
United States	78615002	6	22/04/2005		Pending - Provisional refusal
United States	78779091	39 and 40	22/04/2005		Pending
Venezuela	8075-2005	6	22/04/05		Pending
Venezuela	8079-2005	39	22/04/05	\$-030-642	22/04/2005 Pending

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