

2/12/10

02-16-2010



103588812

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 3, 2003

- Assignment
- Security Agreement
- Other Release of Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Alqoma Steel Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 105 West Street

City: Marie, Ontario

State: \_\_\_\_\_

Country: Canada Zip: P6A 5P2

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Canada
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

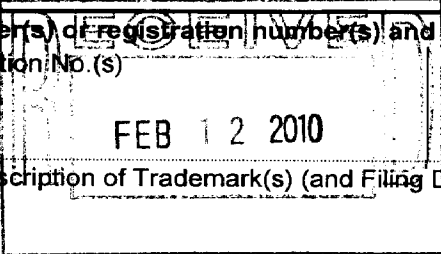
A. Trademark Application No. (s)

B. Trademark Registration No.(s)

2,862,754

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):



5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wood, Phillips, Katz, Clark & Mortimer

Internal Address: \_\_\_\_\_

Street Address: Citicorp Center, Suite 3800

500 West Madison Str

City: Chicago

State: IL Zip: 60661-2562

Phone Number: 312-876-1800

Fax Number: 312-876-2020

Email Address: fwmclaughlin@woodphillips.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/12/2010 LMUELLER 00000021 2862754

Deposit Account Number \_\_\_\_\_

01 FC:8521

40.00 DP

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

February 3, 2010

Date

F. William McLaughlin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE, DISCHARGE AND UNDERTAKING

**TO:** Algoma Steel Inc.

**AND TO:** Bank of America, N.A. (acting through its Canada branch) (formerly Bank of America, National Association)

**AND TO:** Her Majesty the Queen in right of Canada

**AND TO:** Torys LLP ("Torys")

**AND TO:** Ogilvy Renault ("OR")

**RE:** Amended and Restated Loan Agreement (the "Loan Agreement") dated as of January 29, 2002 between Algoma Steel Inc. (the "Borrower"), the lenders from time to time party thereto and Bank of America, N.A. (formerly Bank of America, National Association), as Arranger, Collateral Agent, Syndication Agent, Documentation Agent, Administrative Agent and L/C Issuer (in its capacity as agent, the "Agent").

The Lenders have extended financing to the Borrower under the Loan Agreement, and the Obligations are collectively secured by certain security on the property of the Borrower held by the Agent for on behalf of itself and for the Lenders. The undersigned is advised that pursuant to a new loan and security agreement dated as of September 3, 2003 between, among others, Bank of America, N.A. (acting through its Canada branch) (formerly Bank of America, National Association), as agent (the "New Agent") for and on behalf of a new syndicate of lenders and the Borrower (the "New Loan Agreement"), has required this undertaking as a condition of such lenders providing financing to the Borrower for the repayment of the Obligations.

Defined terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Subject to the receipt by the Lenders of the Payout Amount (as defined below) and the concurrent assumption by the New Agent of the letters of credit outstanding under the Loan Agreement, and except as provided herein, the Agent, for and on behalf of itself and each of the Lenders, hereby acknowledges and agrees that:

- a) payment of the Payout Amount and the concurrent assumption by the New Agent of the letters of credit outstanding under the Loan Agreement will constitute payment in full of all of the Borrower's indebtedness and obligations to the undersigned and the Lenders with regard to the Obligations;
- b) effective upon receipt of the Payment Amount, the Loan Agreement, the other Loan Documents and all other agreements executed and delivered in connection with the Loan Agreement, except for any letters of credit issued under the Loan Agreement and being continued under the New Loan Agreement (the "Letters of Credit"), will terminate and the Borrower, and any other obligor under or in connection with the Loan Agreement, including without limitation Her Majesty the Queen in right of Canada, the other Loan Documents or any such other agreements, including without limitation the Government Guarantee, will have no further liabilities or obligations thereunder;

TRADEMARK

REEL: 004151 FRAME: 0254

- c) all security interests, liens and other encumbrances granted by the Borrower (or by any predecessors thereto) to the Agent, on behalf of itself and each of the Lenders, are released and, in this regard, the Agent, on behalf of itself and each of the Lenders, hereby authorizes the release and discharge of (i) all mortgages, hypothecs, charges and other security agreements or instruments presently held by the Agent, on behalf of itself and each of the Lenders, in any property and assets of the Borrower, whether securing any obligations of the Borrower (direct or indirect; absolute or contingent) or securing any obligation of any third party and (ii) all guarantees, indemnities, mortgages, charges and other security agreements presently held by the undersigned, which guarantee or otherwise support (directly or indirectly) any obligation, including without limitation the Government Guarantee, of the Borrower to the Agent, including without limitation releases of interests in casualty insurance, releases of guarantees for the indebtedness of the Borrower and any collateral security held therefor;
- d) the Borrower and its counsel are hereby authorized and directed, without further notice, to deliver a copy of this agreement to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other person to evidence the termination and release of all security interest and liens which the Borrower or any other obligor has granted to the Agent or any Lender under the Loan Agreement, and thereafter, with the exception of the Letters of Credit, any contract, agreement, control, blocked account agreement or deposit agreement, bailee or warehousemen agreement, landlord or collateral access agreement, non-disturbance and attornment agreement, tenant estoppel agreement, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favour of the Agent or any Lender in connection with the transactions contemplated by the Loan Agreement shall be automatically terminated, without further action of or consent by the Agent; and
- e) any Collateral, if any, in the Agent's or any of the Lenders' possession shall be delivered or returned to the Borrower or its counsel.

Subject to the receipt by the undersigned of the Payout Amount, the undersigned hereby irrevocably authorizes its counsel, Ogilvy Renault, and its counsel's agents to register discharges of all security registrations made pursuant to, and to execute and deliver to the Borrower or its counsel releases of all security filings in Patent and Trademarks or Copyright Offices filed in favour of the Agent or the Lenders in connection with the transactions contemplated, by the Loan Agreement, or any predecessor loan agreement, including without limitation, those listed in the attached Schedule A, without the signature of the Agent or any of the Lenders.

The undersigned agrees that, at any time and from time to time, it will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower, or any other obligor, including without limitation Her Majesty the Queen in right of Canada, as the Borrower or such Person may reasonably request to further evidence and effect the release of the security interests and liens granted to the Agent pursuant to the Loan Agreement, the other Loan Documents or any other agreement or instrument executed and delivered in connection therewith. Further, the undersigned hereby represents and warrants that it has not sold, transferred, assigned or otherwise encumbered any of the security or its interests in the assets of the Borrower, or any other obligor.

and U.S.  
\$4,632,511.38

The payout amount, ~~as outlined in the attached Schedule B~~ is SCAD 9,250,286.57 if received by the Agent before ~~12:00 noon~~ (Toronto time) on the 2nd day of ~~August~~, 2003 (the "Payout Amount").  
3:00 pm September

All of the foregoing discharges shall be done at the expense of the Borrower.

DATED the 3rd day of September, 2003.

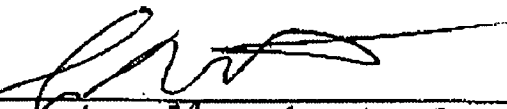
**BANK OF AMERICA, N.A. (acting through its Canada branch) (formerly BANK OF AMERICA, NATIONAL ASSOCIATION) as Agent**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged this 3rd day of September, 2003.

**ALGOMA STEEL INC.**

By:   
Name: Glen Manchester  
Title: Vice President - Finance and Chief Executive Officer

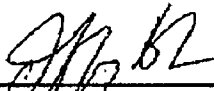
and U.S.  
\$ 4,632,511.38

The payout amount, ~~as outlined in the attached Schedule B,~~ is \$CAD 9,250,286.57 if received by the Agent before ~~12:00 noon~~ (Toronto time) on the \_\_\_ day of August, 2003 (the "Payout Amount").  
3:00 p.m.

All of the foregoing discharges shall be done at the expense of the Borrower.

DATED the \_\_\_ day of August, 2003.

**BANK OF AMERICA, N.A. (acting through its Canada branch) (formerly BANK OF AMERICA, NATIONAL ASSOCIATION) as Agent**

By:   
Name: **Jeffrey D. Burdon**  
Title: **Vice President**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged this \_\_\_ day of August, 2003.

**ALGOMA STEEL INC.**

By:   
Name:  
Title:

**SCHEDULE A**

**PPSA**

	<u>Secured Party(ies)</u>	<u>Debtor(s)</u>	<u>Reference File No. &amp; Registration Nos.</u>
1.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	879570837 20020110 1654 1862 2137
2.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	072522432 19950626 1215 0043 2264 as amended by 19950711 1543 0043 6084 as amended by 19951204 1625 0043 1425 as amended by 19960412 1213 0043 2455 as amended by 19960725 1452 0043 4950 as amended by 20010328 1428 9065 8973 as amended by 20010411 1031 9065 9414 as amended by 20020102 1035 9065 7395
3.	Bank of America, National Association	Algoma Steel Inc Aciers Algoma Inc Algoma Steel Inc Aciers Algoma Inc.	5873118 as amended by 6283252 as amended by 6528591 as amended by 9401153 as amended by 9412711 as amended by 148458A as amended by 166424A
4.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc Aciers Algoma Inc Algoma Steel Inc Aciers Algoma Inc.	167092A

	<u>Secured Party(ies)</u>	<u>Debtor(s)</u>	<u>Reference File No. &amp; Registration Nos.</u>
5.	Bank of America, National Association	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	95071203376 as amended by 96030818486 as amended by 96073003939 as amended by 01041907054 as amended by 01041921592 as amended by 01041928027 as amended by 01042310530 as amended 02010810550
6.	Bank of America, National Association  Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.  Algoma Steel Inc./Aciers Algoma Inc.	02012209496
7.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.  Algoma Steel Inc. Aciers Algoma Inc.	200201326906 as amended by
8.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	950711108694 as amended by 200200058916 as amended by 200113192614 as amended by 980403108272 as amended by 980316111259 as amended by 960731109048 as amended by 960320103308 as amended by 950719108588

	<u>Secured Party(ies)</u>	<u>Debtor(s)</u>	<u>Reference File No. &amp; Registration Nos.</u>
9.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	950711108686 as amended by 200200058188 as amended by 20013192517 as amended by 980403108280 as amended by 980316111267 as amended by 960731109013 as amended by 960320103316 as amended by 950719108596
10.	Bank of America, National Association	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	107805575
11.	Bank of America, National Association	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	107807802
12.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	117583808



	<u>Secured Party(ies)</u>	<u>Debtor(s)</u>	<u>Reference File No. &amp; Registration Nos.</u>
13.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	279737 as amended by 309666 as amended by 984211 as amended by 1472926 as amended by 5741799 as amended by 5796855 as amended by 6116464 as amended by 6116482 as amended by 6155572 as amended by 6945005 as amended by 7855699
14.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	7904510
15.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	1553143
16.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	220822 as amended by 423848 as amended by 434803 as amended by 1529028
17.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	4957265

	<u>Secured Party(ies)</u>	<u>Debtor(s)</u>	<u>Reference File No. &amp; Registration Nos.</u>
18.	Bank of America, National Association, as Agent	Algoma Steel Inc. Aciers Algoma Inc. Algoma Steel Inc. Aciers Algoma Inc.	2792847 as amended by 3082121 as amended by 3122445 as amended by 3989358 as amended by 4903732

RPMRR

	<u>Secured Party(ies)</u>	<u>Debtor(s)</u>	<u>Reference File No. &amp; Registration Number(s)</u>
19.	Bank of America, National Association  GMAC Commercial Credit Corp./Société de Crédit Commercial GMAC - Canada  ABN Amro Bank N.V., Canada Branch  Textron Financial Canada Limited/Services Financiers Textron Canada Limitée  Congress Financial Corporation (Canada)	Algoma Steel Inc. Aciers Algoma Inc.	95-0079565-0001 as amended by 95-0118927-0002 as amended by 95-0121838-0001 as amended by 95-0124440-0001 as amended by 00-0164245-0001 as amended by 00-0164245-0002 as amended by 01-0162457-0001 as amended by 01-0163175-0001 as amended by 01-0171394-0001 as amended by 01-0171394-0002 as amended by 02-0000833-0009 as amended by 02-0189121-0001
20.	General Trust of Canada	Algoma Steel Inc.	01-0166858-0001

**UCC**

**District of Columbia**

21.	Bank of America, N.A., as Collateral Agent	Aciers Algoma Inc.	2001109586 as amended by 2002003008
22.	Bank of America, N.A., as Collateral Agent	Aciers Algoma Inc.	2001109587 (in lieu of 24756C and 02061160) as amended by 2002003009
23.	Bank of America, National Association, as Collateral Agent	Aciers Algoma Inc.	2002010032
24.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2001109582 as amended by 2002003011
25.	Bank of America Canada, as Collateral Agent	Algoma Steel Inc.	2001109583 (in lieu of 95-28597, 1995-28597, 3422486, 4189001, K663596, P093731, 2156979, 3457611, 58340B, 12406C, 7398, 13303, 0006-2087, 0006-9736, D511989, 200118918, 1775910, 221149251, 1645888, S769332, 142218, 063277, 1244184, 20000032651, 95-525719, 00-000931034, AM00202, 20000940539, 95-0451071, 300-018684, 0425908, 3-30-00, 007310, 011243, FS-2066, FS2934, 1521389, 01941438, 24471113, 31450838)
26.	Bank of America, Canada, as Collateral Agent	Algoma Steel Inc.	2001109584
27.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2001109585 as amended by 2002003010

28.	Bank of America, N.A. as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	2001109588 as amended by 2002003012
29.	Bank of America, N.A. as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	2001109592 as amended by 2002003024
30.	Bank of America, National Association as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	2002010031

Michigan

31.	Bank of America, National Association, as Collateral Agent	Aciers Algoma Inc.	33082C
32.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	33083C
33.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	58340B as amended by 68748B as amended by 78217B as amended by 12406C as amended by 32577C
34.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc.	33081C

Wisconsin

35.	Bank of America, National Association, as Collateral Agent	Aciers Algoma Inc.	020001815924
-----	--	--------------------	--------------

36.	Bank of America, National Association as Collateral Agent	Algoma Steel Inc. Aciers Algoma Inc.	020001815318
37.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	1521389 as amended by 1574895 as amended by 1616729 as amended by 1941438 as amended by 020000779629
38.	Bank of America, National Association, as Collateral Agent	Algoma Steel Inc.	020001816420

New Jersey

39.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	1645888
-----	--	-------------------	---------

Alabama

40.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	B 95-28597
-----	--	-------------------	------------

Illinois

41.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	3422486 as amended by 3520405 as amended by 3592403 as amended by 4189001 as amended by 4550994
-----	--	-------------------	---

Iowa

42.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	K663596 as amended by K721857 as amended by K766920 as amended by P093731 as amended by P347628
-----	--	-------------------	---

Kansas

43.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2156979 as amended by 2229840 as amended by 2284797 as amended by 3457611 as amended by 5107214
-----	--	-------------------	---

Minnesota

44.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	1775910 as amended by 1834581 as amended by 1880795 as amended by 2214925 as amended by 2002265201
-----	--	-------------------	--

New York

45.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	142218 as amended by 058133 as amended by 191025 as amended by 063277 as amended by 002792
-----	--	-------------------	--

North Carolina

46.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	1244184 as amended by 1321729 as amended by 1382199 as amended by 20000032651 as amended by 20020003670A
-----	--	-------------------	--

North Dakota

47.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	95-525719 as amended by 96-582688 as amended by 96-627541 as amended by 00-000931034 as amended by 02-000002565
-----	--	-------------------	---

<u>Ohio</u>			
48.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	AM00202 as amended by 03259602401 as amended by 09279601601 as amended by 20000940539 as amended by 20020080350
<u>Pennsylvania</u>			
49.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	24471113 as amended by 25300674 as amended by 25891446 as amended by 31450838 as amended by 34790959
<u>Tennessee</u>			
50.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	950451071 as amended by 962003975 as amended by 962038078 as amended by 300018684 as amended by 202001502
<u>West Virginia</u>			
51.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	0425908



52.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	011890 (Fayette County) as amended by 008058 as amended by 008585 as amended by 0011243 as amended by 011890
53.	Bank of America, N.A., as Collateral Agent	Algoma Steel Inc.	2066 (Kanawha County) as amended by 799 as amended by 2627 as amended by 2934

Bank Act

Registration No. 1

Registration Name: Algoma Steel Inc.  
Date: 1998/05/01  
Expires: 2003/12/31  
Number: 01000701  
Bank: Royal Bank of Canada

Registration No. 2

Registration Name: Algoma Steel Inc.  
Date: 1998/05/01  
Expires: 2003/12/31  
Number: 01000702  
Bank: Royal Bank of Canada

**Registration No. 3**

Registration Name: Algoma Steel Inc.  
Date: 1998/05/01  
Expires: 2003/12/31  
Number: 01000703  
Bank: Bank of America Canada

**Registration No. 4**

Registration Name: Algoma Steel Inc.  
Date: 1998/05/04  
Expires: 2003/12/31  
Number: 01001332  
Bank: Bt Bank of Canada

**Registration No. 5**

Registration Name: Algoma Steel Inc.  
Date: 1998/07/17  
Expires: 2003/12/31  
Number: 01008045  
Bank: Abn Amro Bank Canada

**Registration No. 6**

Registration Name: Algoma Steel Inc, Aciers  
Algoma Inc.  
Date: 2001/02/22  
Expires: 2006/12/31  
Number: 01082469  
Bank: Bank of America Canada

**Registration No. 7**

Registration Name: Algoma Steel Inc. Aciers  
Algoma Inc.

Date: 2001/02/22

Expires: 2006/12/31

Number: 01082471

Bank: ABN Amro Bank Canada

**Registration No. 8**

Registration Name: Algoma Steel Inc. Aciers  
Algoma Inc.

Date: 2002/01/02

Expires: 2007/12/31

Number: 01103507

Bank: Bank of America Canada

**Registration No. 9**

Registration Name: Algoma Steel Inc. Aciers  
Algoma Inc.

Date: 2002/01/03

Expires: 2007/12/31

Number: 01103513

Bank: Bank of America Canada

**Registration No. 10**

Registration Name: Algoma Steel Inc. Aciers  
Algoma Inc.

Date: 2002/02/06

Expires: 2007/12/31

Number: 01105974  
Bank: Bank of America National  
Association

**Registration No. 11**

Registration Name: Algoma Steel Inc.

Date: 2002/02/07

Expires: 2007/12/31

Number: 01106066

Bank: ABN AMRO Bank NV

**Registration No. 12**

Registration Name: Algoma Steel Inc.

Date: 2002/02/07

Expires: 2007/12/31

Number: 01106069

Bank: Bank of America National  
Association

**Registration No. 13**

Registration Name: Algoma Steel Inc. Aciers  
Algoma Inc.

Date: 2002/03/04

Expires: 2007/12/31

Number: 01107934

Bank: ABN AMRO Bank NV

**Registration No. 14**

Registration Name: Algoma Steel Inc. Aciers  
Algoma Inc.

Date: 2002/03/04  
Expires: 2007/12/31  
Number: 01107940  
Bank: Bank of America National Association

**Real Property**

	<u>Chargee</u>	<u>Chargor</u>	<u>Registration No and Date of Registration.</u>
1.	Bank of America, National Association	Algoma Steel Inc.	# 237354 Registered on January 29, 2002
2.	Bank of America, National Association	Algoma Steel Inc.	# TO426931 Registered on January 29, 2002

**Intellectual Property**

Any and all security interests registered against the following intellectual property:

**Patents Registered in the Canadian Intellectual Property Office**

- 1. 1,193,176
- 2. 1,191,077
- 3. 1,314,199
- 4. 1,227,110
- 5. 1,308,999
- 6. 1,314,198
- 7. 1,314,199
- 8. 1,340,418

**Trademarks Registered in the Canadian Intellectual Property Office**

- 1. 213,344
- 2. 113,862
- 3. 357,293
- 4. 357,292
- 5. 141,348
- 6. 475,469
- 7. 229,414
- 8. 492,643
- 9. 492,655
- 10. 531,242

**Patents Registered in the U.S. Patent and Trademark Office**

- 1. 4,611,789
- 2. 4,486,248
- 3. 4,803,037
- 4. 5,000,798
- 5. 5,186,769
- 6. 5,226,978

**Trademarks Registered in the U.S. Patent and Trademark Office**

- 1. 1,067,995
- 2. 1,676,455
- 3. 1,191,511

4.	1,159,690
5.	2,131,656
6.	1,486,686
7.	1,244,981
8.	2,258,392
9.	2,356,339