

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OA0 Severstal, as successor Collateral Agent to Wilmington Trust Company		03/31/2011	JOINT STOCK COMPANY: RUSSIAN FEDERATION

RECEIVING PARTY DATA

Name:	Severstal Wheeling, Inc.
Street Address:	1134 Market Street
City:	Wheeling
State/Country:	WEST VIRGINIA
Postal Code:	26003
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	0777680	BARNMASTER
Registration Number:	2418864	CD 2000
Registration Number:	1711137	CENTURYDRAIN
Registration Number:	0512393	CHANNELDRAIN
Registration Number:	2454589	CHANNELDRAIN 2000
Registration Number:	0245301	COP-R-LOY
Registration Number:	0248674	COP-R-LOY
Registration Number:	0254066	COP-R-LOY
Registration Number:	0504378	DUCTILLITE
Registration Number:	0512402	LA BELLE
Registration Number:	0226543	LABELLE
Registration Number:	0920051	
Registration Number:	0787411	PANELDRAIN

CH \$665.00 0777680

Registration Number:	0641891	REEVES TITEKOTE
Registration Number:	0595086	SOFTITE
Registration Number:	1540098	SOFTITE"21"
Registration Number:	0072061	STEELCRETE
Registration Number:	0679870	TENSILFORM
Registration Number:	0257859	TENSILLITE
Registration Number:	0511815	WHEELING
Registration Number:	1632140	WHEELING-PITTSBURGH
Registration Number:	2722286	CULVERTCOTE
Registration Number:	2722287	CULVERTCOTE PLUS
Registration Number:	2722288	CULVERTCOTE PLUS II
Registration Number:	2620804	TOIBOX
Registration Number:	2620805	TOIBOX

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: mmcguire@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Jonathan Hillel, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	082680/38
NAME OF SUBMITTER:	Jonathan Hillel
Signature:	/jhillel/
Date:	04/13/2011

Total Attachments: 12

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RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE of GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release") is made as of March 31, 2011 (the "Effective Date"), by OAO Severstal, a Russian joint stock company with offices at the Russian Federation, 162608, Vologda region, Cherepovets, ulitsa Mira, 30, as Successor Collateral Agent (in such capacity, the "Agent"), for the benefit of Severstal Wheeling, Inc., a Delaware corporation with offices at 1134 Market Street, Wheeling, West Virginia, as Grantor (the "Grantor").

WHEREAS, pursuant to the terms and conditions of the Grant of Security Interest in Trademark Rights, dated as of July 31, 2003, by Wheeling-Pittsburgh Steel Corporation in favor of Wilmington Trust Company (the "Original Collateral Agent"), recorded with the Assignment Division of the U.S. Patent & Trademark Office on October 9, 2003 at Reel 002841 and Frame 0164 (the "Trademark Security Agreement"), the Grantor pledged and granted a continuing security interest in, and a right of setoff against, and effective in accordance with the terms and conditions of the Security Agreement, dated as of July 31, 2003, between the grantor parties thereto in favor of the Original Collateral Agent, assigned, transferred and conveyed the Trademarks (as defined in the Trademark Security Agreement), including, without limitation, those items listed on Schedule A hereto (collectively, the "Released Trademarks"), to the Original Collateral Agent for the benefit of the Secured Parties (as defined in the Trademark Security Agreement) to secure payment, performance and observance of the obligations of the Borrower (as defined in the Trademark Security Agreement) outstanding under the Secured Debt Agreement (as defined in the Trademark Security Agreement).

WHEREAS, on August 5, 2008, the Grantor filed a certificate of amendment to its certificate of incorporation to change its name from Wheeling-Pittsburgh Steel Corporation to Severstal Wheeling, Inc.;

WHEREAS, Successor Collateral Agent is successor in interest to the Original Collateral Agent pursuant to the Agency Transfer Agreement, dated as of December 31, 2009, by and among Original Collateral Agent and OAO Severstal, attached hereto as Exhibit A;

WHEREAS, Successor Collateral Agent wishes to release its security interest in the Released Trademarks and discharge and terminate the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, releases, relinquishes, discharges, re-pledges, reassigns and cancels any and all security interests it has in the Released Trademarks.

If and to the extent the Successor Collateral Agent has acquired any right, title or interest to any of the Released Trademarks, it hereby assigns, transfers and conveys such rights, title or interest to the Grantor.

The Successor Collateral Agent shall take all further actions, and provide to the Grantor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or

other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

The Successor Collateral Agent hereby authorizes the Commissioner of Trademarks of the U.S. Patent & Trademark Office to record this Release.

This Release shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to New York choice of law doctrines.

[Signature Page Follows]

IN WITNESS WHEREOF, the Successor Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

OAO SEVERSTAL,
as Successor Collateral Agent, as successor in interest to the Collateral Agent

By: *Sergei A. Kuznetsov*
Name: *Sergei A. Kuznetsov*
Title: *Attorney-in-fact*

[SIGNATURE PAGE TO RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

TRADEMARK
REEL: 004521 FRAME: 0439

Schedule A
Released Trademarks

[SCHEDULE A TO RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

TRADEMARK
REEL: 004521 FRAME: 0440

SCHEDULE A**U.S. Trademarks Registrations and Applications**

TITLE	REG. NO.
BARNMASTER AND DESIGN	777,680
CD 2000	2,418,864
CENTURYDRAIN	1,711,137
CHANNELDRAIN	512,393
CHANNELDRAIN 2000	2,454,589
COP-R-LOY	245,301
COP-R-LOY	248,674
COP-R-LOY	254,066
DUCTILLITE	504,378
LA BELLE	512,402
LA BELLE AND DESIGN	226,543
DESIGN ONLY	920,051
PANELDRAIN	787,411
REEVES TITEKOTE AND DESIGN	641,891
SOFTITE	595,086
SOFTITE"21"	1,540,098
STEELCRETE AND DESIGN	72,061
TENSILFORM	679,870
TENSILLITE	257,859
WHEELING	511,815
WHEELING-PITTSBURGH	1,632,140
CULVERTCOTE	2,722,286
CULVERTCOTE PLUS	2,722,287
CULVERTCOTE PLUS II	2,722,288
TOIBOX	2,620,804
TOIBOX AND DESIGN	2,620,805

TRADEMARK

REEL: 004521 FRAME: 0441

Exhibit A
Agency Transfer Agreement

AGENCY TRANSFER AGREEMENT

This AGENCY TRANSFER AGREEMENT (this "Agreement") is entered into as of December 31, 2009 by and among Wilmington Trust Company ("Wilmington Trust"), as Collateral Agent (unless otherwise specified, this and all other capitalized terms used herein but not defined herein shall have the meanings set forth in the "Security Documents", as defined below) (the "Prior Agent") and OAO Severstal.

RECITALS

WHEREAS, Severstal Wheeling, Inc. (f/k/a Wheeling-Pittsburgh Steel Corporation) (the "Borrower"), Severstal Wheeling Steel Group, Inc. (f/k/a Wheeling-Pittsburgh Corporation) ("Holdings"), OAO Severstal (as successor to General Electric Capital Corporation in the capacity of Administrative Agent and Inventory and Receivables Security Agent) the lenders and certain other parties thereto have entered into the Amended and Restated Revolving Loan Agreement dated as of July 8, 2005 (as heretofore or hereafter amended, modified, supplemented or restated, the "Revolving Loan Agreement");

WHEREAS, Borrower and Holdings, OAO Severstal (as successor to Essar Steel Holdings Limited in the capacity of Administrative Agent) and the lenders have entered into the Amended and Restated Term Loan Agreement, dated as of May 5, 2008 (as heretofore or hereafter amended, modified, supplemented or restated, the "Term Loan Agreement");

WHEREAS, in order to secure the TL Obligations, the Secured Parties have entered into, among other documents:

- (i) that certain Security Agreement, dated as of July 31, 2003 (as heretofore or hereafter amended, modified, supplemented or restated, the "Security Agreement") by and among Holdings and certain of its Subsidiaries, Borrower and certain of its Subsidiaries, Royal Bank of Canada, as TL Agent, Bank One, N.A. as Series A Trustee, General Electric Capital Corporation, as RL Agent, Rio Doce Limited and Bank One, N.A., as Series B Trustee (each such term as defined therein) and Prior Agent, as Collateral Agent;
- (ii) that certain Junior Current Asset Security Agreement, dated as of July 31, 2003 (as heretofore or hereafter amended, modified, supplemented or restated, the "Junior Current Asset Security Agreement") by and among Holdings and certain of its Subsidiaries, Borrower and certain of its Subsidiaries, Royal Bank of Canada, as TL Agent, Bank One, N.A. as Series A Trustee, General Electric Capital Corporation, as RL Agent, Rio Doce Limited and Bank One, N.A., as Series B Trustee (each such term as defined therein) and Prior Agent, as Collateral Agent;
- (iii) that certain JV Pledge Agreement, dated as of July 31, 2003 (as heretofore or hereafter amended, modified, supplemented or restated, the "Ohio Coatings JV Pledge Agreement") by and among Borrower and certain of

its Subsidiaries, Royal Bank of Canada, as TL Agent, Bank One, N.A. as Series A Trustee, General Electric Capital Corporation, as RL Agent, Rio Doce Limited and Bank One, N.A., as Series B Trustee (each such term as defined therein) and Prior Agent, as Collateral Agent;

- (iv) that certain JV Pledge Agreement, dated as of July 31, 2003 (as heretofore or hereafter amended, modified, supplemented or restated, the "Wheeling-Nisshin JV Pledge Agreement") by and among Borrower and certain of its Subsidiaries, Royal Bank of Canada, as TL Agent, Bank One, N.A. as Series A Trustee, General Electric Capital Corporation, as RL Agent, Rio Doce Limited and Bank One, N.A., as Series B Trustee (each such term as defined therein) and Prior Agent, as Collateral Agent (the documents referred to in (i)-(iv), collectively, the "Security Documents"); and

WHEREAS, the Secured Party Representatives have requested that the Prior Agent resign and the Prior Agent therefore desires to resign as Collateral Agent under each of the Security Documents and each of the other Secured Debt Agreements to which it is a party, OAO Severstal desires to be appointed as the successor Collateral Agent under each of the Security Documents and such other Secured Debt Agreements and each Secured Party Representative desires to consent to such resignation and appointment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Resignation and Appointment of Agent. As provided under Section 10.10(a) of each of the Security Documents, Prior Agent hereby notifies the Borrower and OAO Severstal, as each Secured Party Representative under each of the Security Documents, that it resigns as Collateral Agent. As provided under Section 10.10(b) of each of the Security Documents, OAO Severstal, as Controlling Secured Party Representative, hereby appoints OAO Severstal, in its individual capacity, as Collateral Agent, (in such capacity, "Successor Collateral Agent") and OAO Severstal hereby accepts and approves such appointment. In connection with the agency succession described in the foregoing sentences, effective as of the Effective Date (as defined below) and without the need for further action (except as expressly set forth below), (i) OAO Severstal shall succeed to and become vested with all of the rights, powers, privileges and duties as Collateral Agent under the Security Documents and the other Secured Debt Agreements, and each of the parties hereto hereby acknowledges and agrees that nothing contained in this Agreement or elsewhere shall in any way limit or otherwise diminish such rights, powers, privileges and duties, all of which shall remain in full force and effect for the benefit of OAO Severstal in its capacity as Successor Collateral Agent, (ii) Wilmington Trust shall be discharged from its duties and obligations as the Collateral Agent under the Security Documents and all of the other Secured Debt Agreements to which it is a party, and (iii) the Prior Agent and each of the Secured Party Representatives authorizes the Successor Collateral Agent to file any Uniform Commercial Code financing statements or similar documents, assignments or amendments that the Successor Collateral Agent deems necessary or desirable to evidence the Successor Collateral Agent's succession as Collateral Agent under the Security Documents. In furtherance of the foregoing, and subject to the terms hereof including, without limitation, Section 3(b), each of the parties hereto agrees to execute all documents OAO Severstal reasonably believes are necessary

to evidence its appointment as the Successor Collateral Agent, and to continue the validity, enforceability, priority and perfection of the liens and security interests existing in favor of Prior Agent. Each of the parties hereto hereby confirms that all of the provisions of Sections 11.1 (Notices), 11.4 (Enforcement Expenses; Indemnification) of each of the Security Documents and such other related provisions of the Security Documents, as they pertain to the resigning Collateral Agent, and each other provision of the Security Documents and the other Secured Debt Agreements that by its terms would survive repayment of the Obligations and termination of the Security Documents with respect to the Prior Agent, shall survive Prior Agent's resignation hereunder, and inure to the benefit of Prior Agent as to any actions taken or omitted to be taken by Prior Agent while it was Collateral Agent and as to any actions taken or omitted to be taken by Prior Agent pursuant to this Agreement or at the request of Successor Collateral Agent, any Secured Party Representative or any Borrower, Grantor or other Loan Party in connection with this Agreement. Notwithstanding any of the foregoing, Successor Collateral Agent shall not be liable for any actions taken or omitted to be taken by Prior Agent while it was the Collateral Agent nor for any actions taken or omitted to be taken by Prior Agent pursuant to this Agreement.

2. Waiver of Section 10.11 of Each of the Security Documents. As provided under Section 11.2 of each of the Security Documents, OAO Severstal, as Controlling Secured Party Representative, consents to waive the provisions contained in Section 10.11 of each of the Security Documents.

3. Assignment of Liens.

(a) Prior Agent hereby assigns, without representation, warranty or recourse, all Liens and security interests it holds under the respective Security Documents to Successor Collateral Agent, including, without limitation, any Liens on "Deposit Accounts" (as defined in the Code) held by Prior Agent. Notwithstanding anything to the contrary, all of such Liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed.

(b) Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, Prior Agent hereby agrees, to the extent that any Lien is not effectively assigned to Successor Collateral Agent as of the date hereof, to act, at the cost and expense of Borrower, as collateral agent for Successor Collateral Agent, with respect to all Liens and security interests under the Security Documents for the period beginning on the Effective Date and ending thirty (30) days thereafter or such earlier date as Successor Collateral Agent may request (it being understood and agreed that any reference to Prior Agent on any publicly filed document, to the extent such filing relates to the Liens assigned hereby and until such filing is modified to reflect the interests of Successor Collateral Agent, shall, with respect to such Liens, constitute a reference to Prior Agent as collateral agent of Successor Collateral Agent). The parties hereto agree that Prior Agent's role as collateral agent shall impose no duties, obligations or liabilities on Prior Agent.

4. Representations and Warranties of Prior Agent and OAO Severstal.

(a) Prior Agent hereby represents and warrants that it is legally authorized to enter into this Agreement.

(b) OAO Severstal hereby represents and warrants that it is legally authorized to enter into this Agreement.

5. Conditions Precedent to Effectiveness. (a) This Agreement shall be effective on the date (the "Effective Date") when each of the following conditions shall have been satisfied:

(i) Each of the parties hereto shall have received executed counterparts of this Agreement signed by the other party hereto;

(ii) Delivery to OAO Severstal and Prior Agent of UCC-3 amendments with respect to each financing statement filed against Borrower or any of the Grantors and indicating the Prior Agent as secured party;

(iii) Receipt by Prior Agent from Borrower of payment in an amount equal to the total amounts owing to Prior Agent pursuant to the Security Documents as of the Effective Date, including, without limitation, all of Prior Agent's costs and expenses (including reasonable legal fees and expenses) incurred by Prior Agent in connection with the negotiation, execution and delivery of this Agreement and the actions contemplated hereby;

(iv) Delivery to OAO Severstal and Prior Agent of an Acknowledgment and Consent to Agency Transfer ("Acknowledgment and Consent") executed by each Grantor.

(v) Delivery to OAO Severstal and Prior Agent of such agreements, documents or instruments as such Person may reasonably request in form and substance reasonably satisfactory to such Person in its sole discretion.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Prior Agent and OAO Severstal.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

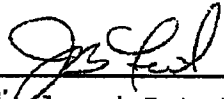
8. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

9. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS SET FORTH IN THE SECURITY DOCUMENTS, OR, IF NO JURISDICTION IS SET FORTH THEREIN, BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

[Signatory page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**WILMINGTON TRUST COMPANY, as
Prior Agent**

By: 
Name: Joseph B. Feil
Title Vice President

**GAO SEVERSTAL, as Successor
Collateral Agent, each Secured Party
Representative and Controlling Secured
Party Representative**

By: _____
Name:
Title

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

WILMINGTON TRUST COMPANY, as
Prior Agent

By: _____
Name:
Title

OAO SEVERSTAL, as Successor
Collateral Agent, each Secured Party
Representative and Controlling Secured
Party Representative

By: 
Name: *Alexei Kulichenko*
Title: *Chief Financial Officer*

Agency Transfer Agreement