

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Essar Steel Algoma Inc.		09/20/2012	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1067995	ALGOFORM
Registration Number:	1159690	ALGOMA STEEL
Registration Number:	2131656	ALGOTUF
Registration Number:	2258392	DSPC
Registration Number:	3027044	DSPC-80F
Registration Number:	2356339	QUALITY BLANKS INTERNATIONAL
Registration Number:	1191511	ALGOMA SEAMLESS
Registration Number:	1676455	ALGOMA
Registration Number:	3044312	ALGOMA
Serial Number:	85517849	ALGOMA
Serial Number:	85513907	ALGOMA STEEL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

OP \$290.00 1067995

via US Mail.

Phone: 212 819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Matthew Campion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-5969
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	09/24/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT (US)

TRADEMARK SECURITY AGREEMENT (US) ("Trademark Security Agreement"), dated as of September 20, 2012 by Essar Steel Algoma Inc. ("Grantor"), in favour of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Collateral Agent for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement 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 "Credit Agreement") among Essar Steel Algoma Inc. ("Borrower"), Algoma Holdings B.V., a corporation incorporated under the laws of the Netherlands and the sole shareholder of the Borrower ("Holdings"), the other Subsidiary Guarantors, the Lenders party thereto, and Deutsche Bank Trust Company Americas, as administrative agent (in such capacity "Administrative Agent") and as collateral agent (in such capacity, "Collateral Agent") Lenders have agreed to make the Term Loans for the benefit of Borrower and guaranteed by Holdings, Grantor and Subsidiary Guarantors;

WHEREAS, the Administrative Agent, the Collateral Agent and Lenders are willing to make the Term Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Canadian Security Agreement 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 Agent 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 Agent, as secured party;

NOW, THEREFORE, 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" shall mean, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark or any other trademark or service mark, whether Grantor is a licensor or licensee, distributor or distribute under any such license or distribution agreement, together with any and all (i) renewals and modifications thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (iii) rights to sue and other rights of action for past, present and future infringements thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark or service mark.

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 Agent, on behalf of the Secured Parties, 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 any Credit Party 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 Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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 Agent shall 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 Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of

the Intercreditor Agreement, dated as of June 20, 2007 by and among the Credit Parties party thereto, Bank of America N.A., as collateral agent under the Existing Credit Agreement, UBS AG Canada Branch, as administrative agent and co-collateral agent under the Existing Credit Agreement and UBS AG Stamford Branch, as administrative agent and collateral agent under the Term Loan Credit Agreement (as defined in the Intercreditor Agreement) as modified and amended by the Joinder and Amendment, dated as of December 14, 2009, among the Credit Parties party thereto, Bank of America N.A., UBS AG, Canada Branch, Wilmington Trust Company, as Trustee, and Wilmington Trust FSB, as Collateral Trustee, as further modified and amended by the Joinder and Amendment, dated as of September 20, 2012, among the Credit Parties party thereto, Wilmington Trust Company, as Term Loan Administrative Agent, Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as Term Loan Collateral Agent, and the Collateral Agent, and as the same may be further amended restated supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof (the “**Intercreditor Agreement**”).

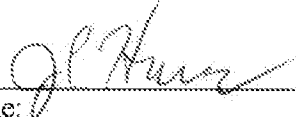
In the event of any conflict between the Intercreditor Agreement and the terms relating to lien perfection, priorities, payment rights, enforcement and the disposition of collateral of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**
as Collateral Agent

By: _____
Name:
Title:
By: _____
Name:
Title:

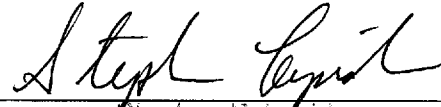
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ESSAR STEEL ALGOMA INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**
as Collateral Agent

By: 
Name: Stephen R. Lapidus
Title: Director

By: 
Name: **PHILIP SALIBA**
Title: **DIRECTOR**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

United States Trademarks

Registrations:

Owner	Registration Number	Country/State/ Province	Trademark
Essar Steel Algoma Inc.	1,067,995	United States	ALGOFORM
Essar Steel Algoma Inc.	1,159,690	United States	ALGOMA STEEL
Essar Steel Algoma Inc.	2,131,656	United States	ALGOTUF
Essar Steel Algoma Inc.	2,258,392	United States	DSPC
Essar Steel Algoma Inc.	3,027,044	United States	DSPC-80-F
Essar Steel Algoma Inc.	2,356,339	United States	QUALITY BLANKS INTERNATIONAL
Essar Steel Algoma Inc.	1,191,511 (abandoned)	United States	ALGOMA SEAMLESS
Essar Steel Algoma Inc.	1,676,455 (abandoned)	United States	ALGOMA
Essar Steel Algoma Inc.	3,044,312 (abandoned)	United States	ALGOMA Design

Applications:

Owner	Application Number	Country/State/ Province	Trademark
Essar Steel Algoma Inc.	85/517,849	United States	ALGOMA & DESIGN

Owner	Application Number	Country/State/ Province	Trademark
Essar Steel Algoma Inc.	85/513,907	United States	ALGOMA STEEL