

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Order Evidencing the Release of the Security Interests of Chemical Bank, Wells Fargo Capital Finance, LLC, and Cerberus Business Finance, LLC																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Bankruptcy Judge of the United States Bankruptcy Court for the District of Delaware</td> <td></td> <td>08/23/2012</td> <td>United States Bankruptcy Court: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Bankruptcy Judge of the United States Bankruptcy Court for the District of Delaware		08/23/2012	United States Bankruptcy Court: DELAWARE																
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CORRESPONDENCE DATA																											
Fax Number:	9194168363																										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
Phone:	7043311074																										
Email:	pto_tmconfirmation@mvalaw.com																										
Correspondent Name:	Moore & Van Allen PLLC																										
Address Line 1:	100 North Tryon Street, Suite 4700																										
Address Line 4:	Charlotte, NORTH CAROLINA 28202																										

OP \$115.00 0787411

ATTORNEY DOCKET NUMBER:	018300.500 ORDER CEM2
NAME OF SUBMITTER:	F. Emmett Weindruch
Signature:	/emmettweindruch/
Date:	05/06/2013

**Total Attachments: 25**

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AS A TRUE COPY:  
ATTEST:

DAVID D. BIRD, CLERK  
U.S. BANKRUPTCY COURT

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

BY Violetta Blanes 4-19-2013  
Deputy Clerk

-----X  
In re: : Chapter 11  
: :  
WP Steel Venture LLC, et al.,<sup>1</sup> : Case No. 12-11661 (KJC)  
: :  
Debtors. : Jointly Administered  
: Re: Docket Nos. 93, 323, 354, 753  
-----X

**ORDER AUTHORIZING AND APPROVING (I) SALE  
OF CERTAIN WHEELING CORRUGATING ASSETS FREE AND  
CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS**

Upon the motion, dated June 4, 2012 [Docket No. 93] (the "**Motion**")<sup>2</sup> of the debtors and debtors-in-possession in the above-captioned cases (the "**Debtors**") for, *inter alia*, entry of an order under sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code (the "**Bankruptcy Code**") and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (the "**Sale Order**") authorizing the sale (the "**Sale**") by the Debtors of the "Purchased Assets", pursuant to and as described in the Asset Purchase Agreement, dated as of August [ ], 2012 (the "**Agreement**")<sup>3</sup> between RG Steel Wheeling, LLC and Consolidated Environmental Management, Inc. (the "**Purchaser**"); and the Court having entered an order on June 21, 2012 [Docket No. 354] (the "**Bidding Procedures Order**") order (a) approving the Bidding Procedures, including the Bid Protections, with respect to the Sale of the Purchased Assets,

<sup>1</sup> If applicable, the last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) WP Steel Venture LLC (7095); (ii) Metal Centers LLC; (iii) RG Steel, LLC (1806); (iv) RG Steel Railroad Holding, LLC (4154); (v) RG Steel Sparrows Point, LLC (3633); (vi) RG Steel Warren, LLC (0253); (vii) RG Steel Wheeling, LLC (3273); and (viii) RG Steel Wheeling Steel Group, LLC (9927). The Debtors' executive headquarters are located at 1430 Sparrows Point Boulevard, Sparrows Point, MD 21219.

<sup>2</sup> Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agreement, as the case may be; as to any conflicts with respect to such terms, the meanings contained in the Agreement shall control over the meanings contained in the Motion.

<sup>3</sup> A copy of the Agreement is annexed hereto as Exhibit A.

(b) scheduling the Sale Hearing and setting objection and bidding deadlines with respect to the Sale, (c) approving the form and manner of notice of the Auction and Sale Hearing, (d) establishing procedures to determine cure amounts and deadlines for objections for the Executory Contracts and Unexpired Leases, and (e) granting related relief; and a hearing on the Motion having been held on August 8, 2012 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if any, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Sale Hearing and these cases; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:<sup>4</sup>

A. The Court has jurisdiction over this Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105, 363, 365, 503 and 507 of the Bankruptcy Code, Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

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<sup>4</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

C. As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) due, proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Auction and the Sale has been provided in accordance with sections 102(1), 363, 365, 503 and 507 of the Bankruptcy Code and Fed. R. Bankr. P. 2002, 6004 and 9014 and in compliance with the Bidding Procedures Order to each party entitled thereto, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Auction or the Sale is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Purchased Assets and conducted the sale process in compliance with the Bidding Procedures Order and the Auction was duly noticed.

E. The Debtors (i) have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale by the Debtors has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (iii) have taken all corporate action necessary to authorize and approve the Agreement and the consummation by the Debtors of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate such transactions.

F. Approval of the Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

G. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Sale pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent the Sale the value of the Debtors' assets will be harmed.

H. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including:

- (a) the U.S. Trustee; (b) counsel for any statutory committee appointed in these cases;
- (c) counsel to the Senior Prepetition Agents; (d) counsel to the Junior Prepetition Agents;
- (e) counsel to Renco, as secured noteholder, (f) counsel to the DIP Agents; (g) all entities (or counsel therefor) known or reasonably believed to have asserted any lien, claim, encumbrance, right of first refusal, or other interest in or upon any portion of the Purchased Assets; (h) all non-Debtor parties to the Executory Contracts and Unexpired Leases; (i) all Persons known or reasonably believed to have expressed a *bona fide* interest in acquiring some or all of any of the Purchased Asset within the last six months; (j) federal, state, and local regulatory or taxing authorities or recording offices or any other governmental authorities that, as a result of the sale of the Purchased Assets, may have claims, contingent or otherwise, in connection with the Debtors' ownership of the Purchased Assets or have any reasonably known interest in the relief requested by the Motion; (k) the Internal Revenue Service; (l) the United States Environmental Protection Agency; (m) any applicable state environmental agency; (n) the United States Attorneys' office; (o) the Attorneys General in the states where the Purchased Assets are located; and (p) all parties that have requested, prior to the date of service of the notice, or that are required to receive notice pursuant to Bankruptcy Rule 2002.

I. The Agreement was negotiated, proposed and entered into by the Debtors and Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither Debtors, nor Purchaser, nor any Affiliate of Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under section 363(n) of the Bankruptcy Code.

J. Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

K. Purchaser is not an "insider" of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code.

L. The consideration provided by Purchaser for the Purchased Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

M. The Sale must be approved and consummated promptly in order to preserve the value of the Debtors' assets.

N. As of the Closing, pursuant and subject to the terms of the Agreement, the transfer of the Purchased Assets to Purchaser will be a legal, valid, enforceable, and effective transfer of the Purchased Assets and will vest Purchaser with all right, title, and interest of the Debtors in the Purchased Assets free and clear of all liens, claims, encumbrances and interests (other than the Permitted Encumbrances (as defined in the Agreement) including, but not limited to: (i) those that purport to give to any party a right or option to effect any forfeiture,

modification, right of first refusal, or termination of the Debtors' or Purchaser's interest in the Purchased Assets, or any similar rights; (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing; (iii) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, options, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (iv) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability ((i) through (iv), collectively (other than only those Permitted Encumbrances (as defined in the Agreement) that are not extinguished by this Order under applicable Law, the "Interests").

O. Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Purchased Assets to Purchaser was not free and clear of all Interests of any kind or nature whatsoever, or if Purchaser would, or in the future could, be liable for any Liability (as defined in the Agreement) arising out of or relating to Debtors' operation or ownership of the Purchased Assets prior to the Closing.



P. The Debtors may sell the Purchased Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests and who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those (i) holders of Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the portion of the Purchase Price ultimately attributable to the property against or in which they claim an Interest, in the order of their priority, with the same validity, force and effect which they now have as against such property, subject to any rights, claims and defenses the Debtors may possess with respect thereto.

Q. Neither the Purchaser nor any of its Affiliates is a successor to the Debtors or their bankruptcy estates by reason of any theory of law or equity, and neither the Purchaser nor any of its Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their bankruptcy estates, except as otherwise expressly provided in the Agreement.

R. Approval of the Agreement and consummation of the Sale of the Purchased Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT:

I. The Motion is granted, as further described herein.

2. All objections or responses to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

Approval of the Agreement

3. The Agreement, and all of the terms and conditions thereof, is hereby approved.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to perform their obligations under and comply with the terms of the Agreement, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Agreement.

5. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate and implement, the Agreement, together with all additional instruments, documents, and agreements that may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to Purchaser or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, all successors and assigns of Purchaser, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 plan confirmed in these bankruptcy cases or the

confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Agreement or this Order.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

#### Transfer of Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing, the Purchased Assets shall be transferred to Purchaser, free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the portion of the Purchase Price ultimately attributable to the Purchased Assets that are subject to such Interests, in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, subject to any rights, claims and defenses the Debtors may possess with respect thereto.

9. Except as expressly permitted or otherwise specifically provided by the Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts, customers, lenders, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtors or the Purchased Assets conveyed as of the date hereof (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) arising under or out of, in connection with, or in any way

relating to, the Debtors, the Purchased Assets, the operation of the Debtors' business prior to the Closing, or the transfer of the Purchased Assets to Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against Purchaser, its successors, designees or assigns, its property, or the Purchased Assets conveyed in accordance with the Agreement, such persons' or entities' Interests.

10. The transfer of the Purchased Assets to Purchaser pursuant to the Agreement shall constitute a legal, valid, and effective transfer of such Purchased Assets on the Closing Date, and shall vest Purchaser with all right, title, and interest of the Debtors in and to the Purchased Assets free and clear of all Interests of any kind or nature whatsoever.

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests in the Debtors or the Purchased Assets conveyed pursuant to the Agreement shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtors or such Purchased Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Purchased Assets and (b) Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the such Purchased Assets of any kind or nature whatsoever.

**No Assumption and Assignment  
of Executory Contracts and  
Unexpired Leases**

12. No contracts shall be assumed or assigned to Purchaser pursuant to the Agreement.

**Additional Provisions**

13. The consideration provided by Purchaser for the Purchased Assets under the Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

14. The consideration provided by Purchaser for the Purchased Assets under the Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

15. On the Closing, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its interests in the Purchased Assets, if any, as such interests may have been recorded or may otherwise exist.

16. This Order (a) shall be effective as a determination that, upon the Closing, Purchaser will be vested with title to the Purchased Assets free and clear of all interests of any kind or nature whatsoever existing as to the Debtors or the Purchased Assets prior to the Closing, and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or

otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

17. Purchaser shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any underfunding with respect to any and all pension plans) or any other payment to employees of the Debtors. Purchaser shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtors are a party (including, without limitation, arising from or related to the rejection or other termination of any such agreement). Purchaser shall in no way be deemed a party to or assignee of any such agreement, and no employee of Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against Purchaser any and all claims arising from or relating to such agreement.

18. Any amounts that become payable by the Debtors to Purchaser pursuant to the Agreement (and related agreements executed in connection therewith) (a) shall constitute administrative expenses of the Debtors' estates under sections 503(b) and/or 507(a)(2) of the Bankruptcy Code (to the extent set forth in the Agreement and such related agreements), and (b) shall be paid by the Debtors in the time and manner provided for in the Agreement (and such related agreements) without further Court order.

19. All non-Debtor entities who are presently, or on the Closing may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to Purchaser on the Closing.

20. Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets or otherwise. Without limiting the generality of the foregoing, Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and Purchaser and each of its Affiliates shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing.

21. Following the Closing, no holder of an Interest in the Debtors or the Purchased Assets shall interfere with Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interest, or any actions that the Debtors may take in their chapter 11 cases.

22. On or before the Closing (the "Determination Date"), in consultation with the Committee, the Debtors and Wells Fargo Capital Finance, LLC, the Administrative Agent for the Debtors' postpetition senior secured lenders (the "Administrative Agent"), Cerberus Business Finance, LLC, as agent to the junior prepetition secured lenders (the "Second Lien Agent"), and Renco shall mutually agree on the calculation of Net Cash Proceeds (as defined in the DIP Financing Agreement) generated by the Sale of the Purchased Assets, provided that the Closing shall not occur until the Administrative Agent either (i) approves the calculation of Net Cash Proceeds or (ii) any amount of Net Cash Proceeds in dispute is deposited

into an escrow account as provided below. The Net Cash Proceeds of the Sale of the Purchased Assets less, to the extent not already deducted from Sale Proceeds in the calculation of Net Cash Proceeds, the amount to be reserved for the payment of the items referenced in clauses (a), (b), (c), and (d) of the second proviso below, shall be earmarked for and remitted directly, in accordance with a letter to be delivered by the Debtors to the Purchaser prior to Closing, which letter shall contain specific instructions regarding the disbursement of the sale proceeds (including, if applicable, into escrow) and shall have been reviewed and given written approval by the Administrative Agent, on behalf of the DIP Lenders, to: (a) first, the Administrative Agent for the benefit of the DIP Lenders, until the obligations under the DIP Financing Agreement have been indefeasibly paid in full in cash, then (b) second, the Senior Prepetition Agents for the benefit of the Senior Prepetition Lenders, until the obligations under the Senior Prepetition Credit Agreement have been indefeasibly paid in full in cash, then (c) any remainder in accordance with paragraph 23 of this Order; provided, however, that if the Debtors, the Administrative Agent, the Second Lien Agent and Renco, in consultation with the Committee, are unable to agree on or before the Determination Date on the amount of Net Cash Proceeds generated by the Sale of the Purchased Assets, then any amount of Net Cash Proceeds on which the parties agree will be paid as provided above and the amount in dispute shall be deposited into an escrow account with an escrow agent reasonably satisfactory to the Debtors and Administrative Agent to be held until the Administrative Agent, the Second Lien Agent, Renco and the Debtors, in consultation with the Committee, agree on the amount of Net Cash Proceeds generated by the Sale of the Purchased Assets (or this Court enters a further order directing the release of such disputed amount), provided, further, that in the event at the time of closing of the Sale of the Purchased Assets (whether such Sale occurs prior to or after a termination of the DIP



Financing Agreement), there are insufficient Net Cash Proceeds to satisfy the following expenses: (a) statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6); (b) fees payable to the Clerk of the Court; (c) the unpaid and outstanding reasonable fees and expenses actually incurred on or after the Petition Date by attorneys, accountants and other professionals retained by the Debtors and the Committee as provided for in the DIP Budget, as amended or supplemented from time to time (the "Estate Professional Expenses"); and (d) all Permitted Liens and Claims (as defined in the Order authorizing the Debtors to enter into the DIP Financing Agreement and obtain postpetition financing under the DIP Financing Agreement [Docket No. 353] (the "Final DIP Order") with respect to the Purchased Assets plus the aggregate amount of any claim asserted to be a Permitted Lien and Claim with respect to the Purchased Assets in any objection filed with the Bankruptcy Court prior to the entry of this Order (the "Asserted Permitted Liens"), there shall, subject to the limitations provided below, be withheld from the proceeds of the Sale of the Purchased Assets (or, with respect to clause (d) above, from the proceeds of the Sale attributable to the applicable Purchased Assets), an amount equal to the Sale Proceeds Percentage (as defined below) multiplied by the difference between (i) the Net Cash Proceeds available for payment and/or satisfaction of such Estate Professional Expenses, Permitted Liens and Claims, and the Asserted Permitted Liens, and (ii) the aggregate amount of such accrued and unpaid Estate Professional Expenses and the unpaid and/or unsatisfied Permitted Liens and Claims shall be reserved for such obligations. provided, that, notwithstanding anything to the contrary, the amount withheld from the Net Cash Proceeds from the sale of the Purchased Assets shall not exceed the sum of 10% thereof plus the amount of the Permitted Liens and Claims and Asserted Permitted Liens with respect to the Purchased Assets unless the obligations under the DIP Financing Agreement and the Senior Prepetition Credit

Agreement have been indefeasibly paid in full in cash in accordance with the terms thereof. As used herein, the “Sale Proceeds Percentage” means the percentage obtained by dividing the Net Cash Proceeds received from the Sale of the Purchased Assets that are the subject of this Order by the aggregate Net Cash Proceeds for all sales of the Debtors’ assets pursuant to the Bidding Procedures Order that have been approved by the Court but have not yet closed.

23. Proceeds in excess of the aggregate of those paid to the Administrative Agent and the Senior Prepetition Agents or otherwise reserved in accordance with Paragraph 22 above (the “Excess Proceeds”) shall be deposited in a segregated interest bearing account with the liens of the Administrative Agent (to the extent the liens and claims of the Administrative Agent and the DIP Lenders have not been paid and satisfied in full in cash in accordance with the terms of the DIP Financing Agreement), the Senior Prepetition Agents (to the extent the liens and claims of the Senior Prepetition Agents and the Senior Prepetition Lenders have not been paid and satisfied in full in cash in accordance with the Senior Prepetition Credit Agreement), the Second Lien Agent, Renco, and other holders of Permitted Liens and Claims, if any, attaching to the Excess Proceeds in order of priority, subject to any rights, claims and defenses the Debtors may possess with respect thereto. The Debtors may not use such Excess Proceeds without either (a) prior consent of (i) at any time prior to the payment in full in cash of all obligations owing to Administrative Agent and DIP Lenders as provided above, the Administrative Agent, (ii) at any time prior to the payment in full of all obligations owing to the Senior Prepetition Agents and the Senior Prepetition Lenders as provided above, the Senior Prepetition Agents, (iii) the Second Lien Agent, (iv) Renco and (v) each holder of a Permitted Lien or Claim known to the Debtors to have an interest in the Excess Proceeds, or (b) further order of the Court after hearing on notice to the Administrative Agent, the Senior Prepetition Agents, the Committee, the Second Lien

Agent, Renco and each other holder of a Permitted Lien or Claim known to the Debtors to have an interest in the Excess Proceeds, which hearing may be convened, subject to the Court's availability, on an expedited basis.

24. In the event the Sale does not close but Purchaser is required to pay, pursuant to the Agreement, court order or otherwise, the Debtors any amount (whether as a termination fee, if any, under the Agreement, damages or otherwise), such payment(s) shall be earmarked for and remitted directly for distribution in accordance with the foregoing paragraphs 22 and 23.

25. This Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtors, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, (e) protect Purchaser against (i) any Liability or (ii) any Interests in the Debtors or the Purchased Assets, of any kind or nature whatsoever.

26. Notwithstanding any other provision in this Sale Order or the Agreement, this Court retains jurisdiction, but not exclusive jurisdiction, to determine whether environmental liabilities asserted by a governmental unit are enjoined or otherwise barred by this Sale Order or the Agreement.

27. Notwithstanding Fed. R. Bankr. P. 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

In the absence of any entity obtaining a stay pending appeal, the Debtors and Purchaser are free to close under the Agreement at any time. The transactions contemplated by the Agreement are undertaken by Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to Purchaser, unless such authorization is duly stayed pending such appeal. Purchaser is a purchaser in good faith of the Purchased Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

28. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in the Purchased Assets to be sold to Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

29. To the extent of any conflict between the Agreement and this Order, the terms and provisions of this Order shall govern.

30. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

31. If the Purchaser fails to close pursuant to the terms of the Agreement, subject to further order of the Court, the Debtors are authorized to consummate the sale and transfer of any of the Purchased Assets to the Back-Up Bidder (as defined in the Bidding

Procedures Order), if any.

32. Nothing in this Sale Order or the Agreement releases, nullifies, precludes, or enjoins the enforcement of any liability to a governmental unit under police or regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in the Sale Order or the Agreement authorizes transfer to any entity of any licenses, permits, registrations, or other governmental authorizations and approvals without the entity's compliance with all applicable requirements under non-bankruptcy law governing such transfers.


33. Nothing in this Sale Order shall permit the Debtors to violate 28 U.S.C. § 959(b). Nothing in this Sale Order shall be construed to authorize sale of the Purchased Assets in violation of Midlantic National Bank v. New Jersey Department of Environmental Protection, 474 U.S. 494 (1986).

34. Nothing in this Sale Order shall amend, modify, limit, impair or change the obligations of the Debtors and/or Wells Fargo Capital Finance, LLC and/or the lenders party to that certain Senior Prepetition Credit Agreement and DIP Financing Agreement (each as may be amended, modified or supplemented) or the Final DIP Order. For the avoidance of doubt, upon delivery to the Purchaser by the Administrative Agent, on behalf of the DIP Lenders, of written consent to the sale contemplated hereby, the Debtors shall have all required consents under the Final DIP Order to consummate such sale.

35. For the avoidance of doubt, and notwithstanding anything to the contrary in this Sale Order, no provision of this Sale Order authorizes, or shall be deemed to authorize, the Debtors to sell property that they do not own or that does not constitute "property of the estate" within the meaning of Section 541 of the Bankruptcy Code.

Dated: Wilmington, Delaware

Aug 23, 2012



THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ASSET PURCHASE AGREEMENT

**PURCHASE AGREEMENT HAS BEEN REDACTED  
EXCEPT FOR PORTIONS OF THE SCHEDULE LISTING  
ACQUIRED PATENTS, TRADEMARKS, AND COPYRIGHTS**



## Section 1.1(b)

### A. Definitions

Unless otherwise defined in the Agreement, capitalized terms in this Schedule 1.1(b) shall have the following meanings:

“Marks” shall mean all statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other word, name, design or symbol used to identify a business or the source of its goods or services, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“Patents” shall mean all issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof.

“Copyrights” shall mean all copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.

“Trade Secrets” shall mean all data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by third parties who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Know-How” shall mean all ideas, designs, correspondence, concepts, compilations of information, know-how, methods, techniques, algorithms, data and database rights, inventions, invention disclosures, statutory invention registrations, procedures and processes, readings, reports, test results, studies, applications, submissions, notes, work product, deliverables, models, prototypes, equipment, audits, approval documentation, calculations, measurements, product specifications, photographs, videos, images, manufacturing product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether or not patentable, whether copyrightable or noncopyrightable and whether or not reduced to practice. For clarification, Know-How includes all information and materials relating to tests conducted in house, by independent laboratories, universities, testing agencies, etc., as well as all testing information, including salt spray tests, accelerated aging, air/water infiltration/penetration tests, abrasion testing, bend testing, corrosion testing, uplift testing, etc.

“Software” shall mean all types of computer software programs including operating systems, application programs, software tools, firmware and software imbedded in equipment, including both object code and source code versions thereof and all written or electronic materials that explain the structure or use of software or that were used in the development of software, including logic diagrams, flow charts, procedural diagrams, error reports, manuals and training materials.

“Databases” shall mean all types of collections of electronic records and data that can be accessed by a computer.

“Websites” shall mean all websites or portions thereof that are operated, managed or controlled through a domain name and URL, whether on an exclusive or nonexclusive basis, including all content, elements, data, information, materials, hypertext markup language (HTML), software and code, works of authorship, textual works, visual works, aural works, audiovisual works and functionality embodied in, published or available through each such website or portion thereof, and all domain names and URLs associated with the foregoing, provided that such domain names and URLs shall not include IP addresses.

“Intellectual Property” shall mean all Marks, Patents, Copyrights, Trade Secrets, Know-How, Software, Databases, and Websites.

**B. Assumed Intellectual Property**

**1. Specific Intellectual Property**

The Assumed Intellectual Property includes the following Intellectual Property, whether owned by RG Steel Wheeling LLC, its Wheeling Corrugating Steel Co. division, or Wheeling-Pittsburgh Steel Corp.:

- U.S. Patent No. 7,621,165 entitled “Crimp Tool”, which is assigned to Wheeling Corrugating Steel Co. and issued on November 24, 2009.
- All rights relating to the following registered Marks:

Mark	Country	Reg. No.	Reg. Date	Owner
PANELDRAIN & Design	USA	787,411	3/30/1965	Wheeling Corrugating Steel Co.
PANELDRAIN	Canada	TMA474873	4/17/1997	Wheeling Corrugating Steel Co.
BARNMASTER & Design	USA	777,680	9/29/1964	Wheeling Corrugating Steel Co.
CHANNELDRAIN & Design	USA	512,393	7/19/1949	Wheeling Corrugating Steel Co.
CD 2000	USA	2,418,864	1/9/2001	Wheeling-Pittsburgh Steel Corp.
CD 2000	Canada	TMA792023	3/3/2011	Wheeling-Pittsburgh Steel Corp.
CHANNELDRAIN 2000	USA	2,454,589	5/29/2001	Wheeling-Pittsburgh Steel Corp.
CHANNELDRAIN 2000	Canada	TMA559639	3/22/2002	Wheeling-Pittsburgh Steel Corp.
CENTURYDRAIN	USA	1,711,137	9/1/1992	Wheeling-Pittsburgh Steel Corp.
CENTURYDRAIN	Canada	TMA787997	1/19/2011	Wheeling-Pittsburgh Steel Corp.
CHANNELDRAIN	Canada	TMA474941	4/18/1997	Wheeling-Pittsburgh Steel Corp.

- All rights relating to the following unregistered and/or expired Marks: SEISMIC SHEARLOC, GATOR, SUPER-BOND, TENSILFORM, TENSILVENT, SPECTRACOTE
- All rights related to the following registered Copyrights, which are owned by Wheeling-Pittsburgh Steel Corp.:

Full Title	Copyright No.	Date
Best of the best.	VA0001101728	1991
Centurydrain installation instructions.	VA0001072122	1991
Centurydrain roofing & siding.	VA0001074356	1991
Centurydrain roofing and siding.	VA0001101729	1996
Channe drain 2000 installation instructions.	VA0001072116	1991
Channe drain 2000 roofing & siding.	VA0001051055	1997
Channe drain 2000 roofing and siding.	VA0001072125	1989
Channe drain installation instructions.	VA0001072124	1993
Channe drain Roofing & Siding.	VA0001051057	1996
Channe drain roofing and siding.	VA0001072123	1993
Co-op advertising program.	VA0001072127	1995
Fresh look at a centuries old building material.	VA0001016176	1996
Panel drain roofing and siding.	VA0001101727	1995
Post-frame accessories.	VA0001072117	1996
Quick work.	VA0001061417	1990
Tops for roofing, from any angle.	VA0001072126	1998
Wheeling 5-V installation instructions.	VA0001072121	1990
Wheeling composite floor decks.	VA0001072118	1995
Wheeling diaphragm design manual for roof decks, form decks and composite decks.	VA0001051060	1996