

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Severstal Columbus, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3842338	SEVERFORM	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	1740-272		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

CH \$40.00 3842338

Date:

12/04/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 27, 2013, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Pledge and Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”), in favor of Bank of America, N.A. (“Bank of America”), as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of November 27, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among Severstal Columbus, LLC (the “*Company*”) and each Subsidiary of the Company who becomes a party thereto as a borrower (together with the Company, the “*Borrowers*”), the other parties from time to time party thereto as Obligor, certain financial institutions from time to time party thereto (collectively, the “*Lenders*”) and the Agent, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, one or more Grantors may from time to time on or after the date hereof enter into, or guaranty the obligations of the Borrowers, the other Obligor or any of their Subsidiaries under, the Loan Agreement and one or more Bank Products permitted by the Loan Agreement with a Lender or an Affiliate of a Lender;

WHEREAS, each of the Grantors other than the Borrowers is a Subsidiary or Affiliate of a Borrower, will benefit directly and indirectly from the credit facilities made available pursuant to the Loan Agreement and from the extension of Bank Products to the Grantors or their Subsidiaries and have contemporaneously herewith entered (or will enter) into a Guaranty;

WHEREAS, the Company is, and the Grantors other than the Company are from time to time required to be, party to the Pledge and Security Agreement, dated as of November 27, 2013, by the Company and the Subsidiaries of the Company from time to time party thereto as Grantors in favor of Bank of America, as Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and the Agent to enter into the Loan Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder and to induce Lenders and their Affiliates to extend the Bank Products, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Pledge and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured

Obligations of such Grantor, hereby collaterally assigns (such assignment not constituting an outright assignment of ownership interest but rather an assignment for the creation of a security interest), mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(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, renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any such Trademark or such Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any such Trademark licensed under any Trademark License.

Section 3. Pledge and Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

SEVERSTAL COLUMBUS, LLC,
as Grantor

By: 

Name: Olga Petrova

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: W. DiCicco
Name: William R. DiCicco
Title: Vice President

{Signature Page to Trademark Security Agreement}

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Severstal Columbus, LLC	SeverForm	3842338	August 31, 2010

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.