

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian National Steel Corporation		11/07/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2139639	CAMPIPE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 2:	SUITE 1000		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0102		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/07/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2014, is made by Evraz Inc. NA, a Delaware corporation ("Evraz") located at 200 Randolph Drive, Suite 7800, Chicago, Illinois 60601, and Canadian National Steel Corporation, an Alberta corporation ("Canadian National Steel") located at 200 Randolph Drive, Suite 7800, Chicago, Illinois 60601 (each, a "Grantor" and, together, the "Grantors"), in favor of THE BANK OF NEW YORK MELLON, a New York Banking Corporation ("BONY") located at 101 Barclay Street, New York, New York 10286, as trustee and U.S. collateral agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of November 7, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among Evraz Inc. NA Canada, a corporation amalgamated pursuant to the federal laws of Canada ("EICA") as Issuer, Evraz North America Limited, a limited company formed under the laws of England and Wales ("Parent"), the other Grantors party thereto, BONY, as Trustee and co-collateral agent, and BNY Trust Company of Canada, as co-collateral agent, EICA has issued 7.50% Senior Secured Notes due 2019;

WHEREAS, each of Evraz, Evraz Claymont Steel, Inc., Colorado and Wyoming Railway Company, CF&I Steel L.P., Camrose Pipe Corporation, OSM Distribution, Inc., Oregon Steel Mills Processing, Inc., New CF&I, Inc., East Metals Services, Inc., General Scrap Inc. and Evraz Trade NA, LLC (collectively, the "U.S. Grantors") has agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure its Secured Obligations (as defined in the Security Agreement);

WHEREAS, EICA and the other EICA Grantors (as defined in the EICA Canadian Security Agreement, defined below) have agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "EICA Canadian Security Agreement"), to secure their Secured Obligations (as defined in the EICA Canadian Security Agreement);

WHEREAS, Canadian National Steel has agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Canadian National Steel Canadian Security Agreement"), to secure its Secured Obligations (as defined in the Canadian National Steel Canadian Security Agreement); and

WHEREAS, pursuant to the Security Agreement in respect of the U.S. Grantors and the Canadian National Steel Canadian Security Agreement, in respect of Canadian National Steel, each of the Grantors is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent for the benefit of the Secured Parties follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Canadian National Steel Canadian Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor under the Security Agreement or the Canadian National Steel Canadian Security Agreement, as applicable, hereby pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor's rights in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet Domain Names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing, (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule I, (ii) all renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, and

to the extent not otherwise included, all proceeds, commercial tort claims, insurance claims and other rights to payment related to any other Collateral not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing;

provided, however, that in no event shall the Security Interest granted under this Section attach to and the term Trademark Collateral shall not include any Excluded Property, including, but not limited to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of the application or any registration that issues from such intent-to-use application under applicable federal law; provided further, that, if and when any Property shall cease to be Excluded Property, or Lien on and security interest in such property shall be deemed granted herein.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the (i) Security Agreement and (ii) with respect to Canadian National Steel Corporation, the Canadian National Steel Canadian Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement or Canadian National Steel Canadian Security Agreement, as applicable to such Grantor, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between such Grantor and Agent, such Grantor assumes full and complete responsibility for the prosecution, defense, enforcement or any other actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control. Until a Discharge of ABL Obligations, any obligations herein to physically deliver Collateral constituting ABL Priority Collateral to Agent or to give control over any Collateral constituting ABL Priority Collateral to Agent shall be satisfied if such possession or control is given to the ABL Collateral Agent. If a Pari Passu Intercreditor Agreement is entered into after the date hereof, the Lien and security interest granted to Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Agent hereunder shall be subject to the provisions of the Pari Passu Intercreditor Agreement and in the event of any conflict or inconsistency between the terms of the Pari Passu Intercreditor Agreement and this Agreement, the terms of the Pari Passu Intercreditor Agreement shall govern and control.

[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,

EVRAZ INC. NA, as Grantor

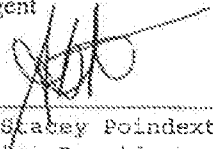
By: 
Name: Glennda Minor
Title: SVP CFO

CANADIAN NATIONAL STEEL CORPORATION, as Grantor

By: 
Name: Glennda Minor
Title: SVP CFO

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK MELLON
as Agent

By: 
Name: Stacey Poindexter
Title: Vice President

(Signature Page to Trademark Security Agreement)

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	COUNTRY	APP. DATE / APP. NO.	REG. DATE / REG. NO.	INT. CLASS	OWNER
READING SPARKS & Design	U.S.	11/19/2012 85/782,818	5/6/2014 4,526,554	35	Evrz Inc. NA
READING SPARKS	U.S.	8/27/2012 85/713,887	5/6/2014 4,526,455	35	Evrz Inc. NA
STRONG REWARDS	U.S.	7/17/2013 86/013,099	6/24/2014 4,554,764	36	Evrz Inc. NA
CAMPIPE	U.S.	6/14/1996 75/118,946	2/24/1998 2,139,639	6	Canadian National Steel Corporation