

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Essar Steel Algoma Inc.		11/14/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Foreign Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1067995	ALGIFORM	
Registration Number:	2131656	ALGOTUF	
Registration Number:	2258392	DSPC	
Registration Number:	2356339	QUALITY BLANKS INTERNATIONAL	
Registration Number:	3027044	DSPC-80F	
Registration Number:	4352445	ALGOMA STEEL	
Registration Number:	4352450	ALGOMA	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<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:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1111779-2494		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	11/17/2014		

CH \$190.00 1067995

Total Attachments: 6

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TERM LOAN TRADEMARK SECURITY AGREEMENT (US)

This TERM LOAN TRADEMARK SECURITY AGREEMENT (US) ("Term Loan Trademark Security Agreement") is made as of November 14, 2014, between each of the signatories hereto (each, a "Grantor", together, the "Grantors"), in favor of Deutsche Bank AG New York Branch, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as such term is defined in the Term Loan Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain term loan 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 "Term Loan Credit Agreement"), among Essar Steel Algoma Inc., a company amalgamated under the laws of Canada ("Borrower"), Algoma Holdings B.V., a Dutch private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) having its corporate seat (statutaire zetel) in Amsterdam, the Netherlands ("Dutch Holdings"), Essar Tech (Canada) Limited, a corporation amalgamated under the laws of Canada ("Canada Holdings"), and together with Dutch Holdings, "Holding Companies"), the Subsidiary Guarantors party thereto from time to time, the lenders party thereto from time to time (collectively, the "Lenders", each, a "Lender"), and Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent;

WHEREAS, as a condition precedent to the Administrative Agent, the Collateral Agent and the Lenders making the Term Loans as provided for in the Term Loan Credit Agreement, each Grantor shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain U.S. Term Loan Security Agreement, dated as of November 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Subsidiary Grantors party thereto from time to time, the New Grantors (as hereinafter defined) from time to time party thereto (the Subsidiary Grantors and the New Grantors, collectively, the "Grantors"), and DBNY, as collateral agent (in such capacity, together with any successor collateral agent, the "Collateral Agent") for the Secured Parties;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed, for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by each Grantor thereunder, to execute this Term Loan Trademark Security Agreement or other documents and to record the same with the U.S. Patent and Trademark Office, any successor office or any other appropriate domestic governmental authorities;

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, each Grantor hereby agrees as follows:

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Loan Credit Agreement and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment or performance, as the case may be, in full of all of the Secured Obligations when due, each Grantor hereby unconditionally grants to the Collateral Agent and its successors and permitted assigns, on behalf of the Secured Parties, as security for the Secured Obligations, a continuing first priority security interest in, and lien on, all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired or wherever located (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 (whether owned or licensed) 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
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

For the avoidance of doubt, the Trademark Collateral shall not include, and no security interest or lien shall be deemed granted in or on, any "intent to use" Trademark applications for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this Term Loan Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to, and are in addition to, those set forth in the Security Agreement and the Term Loan Credit Agreement, as applicable, the terms and provisions of which are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein. In the event that any provisions of this Term Loan Trademark Security Agreement are in conflict with the Security Agreement or Term Loan Credit Agreement, the provisions of the Security Agreement or the Term Loan Credit Agreement shall govern.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Term Loan Trademark Security Agreement without the signature of each Grantor and naming each Grantor, as debtor, and the Collateral Agent, as secured party.

SECTION 5. 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 each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Term Loan Trademark Security Agreement.

SECTION 6. COUNTERPARTS. This Term Loan Trademark Security Agreement may be executed in any number of 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.

SECTION 7. INTERCREDITOR AGREEMENTS. Notwithstanding anything herein to the contrary, the lien, assignment 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 (i) the Intercreditor Agreement, dated as of November 14, 2014, by and among, the Grantors party thereto from time to time, the other Credit Parties party thereto from time to time, the Agent, the Term Loan Administrative Agent, the ABL Facility Administrative Agent, the ABL Facility Collateral Agent, the Senior Secured Notes Collateral Agent, the Senior Secured Notes Trustee, the Junior Priority Notes Collateral Agent and the Junior Priority Notes Trustee (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "ABL Intercreditor Agreement"), and (ii) the First-Lien Intercreditor Agreement, dated as of November 14, 2014, by and among, Grantors party thereto from time to time, the other Credit Parties party thereto from time to time, the Agent, the Term Loan Administrative Agent, the Senior Secured Notes Trustee and Senior Secured Notes Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "Pari Passu Intercreditor Agreement"), and, collectively with the ABL Intercreditor Agreement, the "Intercreditor Agreements").

SECTION 8. GOVERNING LAW. This Term Loan 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, each Grantor has caused this Term Loan 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., as Grantor

By: _____

Kalyan Ghosh
Name: Kalyan Ghosh

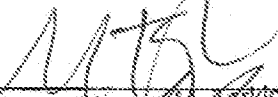
Title: Chief Executive Officer

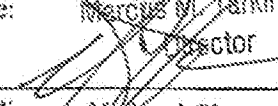
[Signature Page to Essar Steel U.S. Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 005402 FRAME: 0196

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK
BRANCH, as the Collateral Agent

By: 
Name: Marcus W. Parkington
Title: Director

By: 
Name: Michael Shannon
Title: Vice President

[Signature Page to Exsar Steel U.S. Term Loan Trademark Security Agreement]

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

United States Trademarks

Registrations:

Trademark	App No.	App Date	Reg. No.	Reg. Date	Owner
ALGOFORM	73073998	1/12/1976	1067995	6/21/1977	Essar Steel Algoma Inc.
ALGOTUF	75019024	11/13/1995	2131656	1/27/1998	Essar Steel Algoma Inc.
DSPC	75186797	10/24/1996	2258392	7/6/1999	Essar Steel Algoma Inc.
QUALITY BLANKS INTERNATIONAL	75481375	5/7/1998	2356339	6/6/2000	Essar Steel Algoma Inc.
DSPC-80F	78409690	4/28/2004	3027044	12/13/2005	Essar Steel Algoma Inc.
ALGOMA STEEL	85513907	1/11/2012	4352445	6/18/2013	Essar Steel Algoma Inc.
Algoma [Design]	85517849	1/17/2012	4352450	6/18/2013	Essar Steel Algoma Inc.

Applications:

None.