

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325236

|   |                                       |                       |                     |
|---|---------------------------------------|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                     |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |                                       |                       |                     |
| <b>Name</b>   | <b>Formerly</b>                       | <b>Execution Date</b> | <b>Entity Type</b>  |
| CANADIAN NATIONAL STEEL CORPORATION   |                                       | 11/07/2014            | CORPORATION: CANADA |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                     |
| <b>Name:</b>  | General Electric Capital Corporation  |                       |                     |
| <b>Street Address:</b>  | 500 West Monroe                       |                       |                     |
| <b>Internal Address:</b>  | 12th Floor                            |                       |                     |
| <b>City:</b>  | Chicago                               |                       |                     |
| <b>State/Country:</b>   | ILLINOIS                              |                       |                     |
| <b>Postal Code:</b>   | 60661                                 |                       |                     |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                 |                       |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                       |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 2139639                               | CAMPIPE               |                     |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                     |
| <b>Fax Number:</b>  | 4046029017                            |                       |                     |
| <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> |                                       |                       |                     |
| <b>Phone:</b>   | 4048884068                            |                       |                     |
| <b>Email:</b>   | hwattm@hunton.com                     |                       |                     |
| <b>Correspondent Name:</b>  | Shelly Anderson-Hunton & Williams LLP |                       |                     |
| <b>Address Line 1:</b>  | 600 Peachtree Street, NE              |                       |                     |
| <b>Address Line 2:</b>  | Bank of America Plaza                 |                       |                     |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30308-2216           |                       |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 65431.35                              |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | SHELLY ANDERSON                       |                       |                     |
| <b>SIGNATURE:</b>   | /SHELLY ANDERSON/                     |                       |                     |
| <b>DATE SIGNED:</b>   | 12/05/2014                            |                       |                     |
| <b>Total Attachments: 8</b>   |                                       |                       |                     |
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 7, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Evraz Inc., NA, as Borrower Representative, the other Borrowers and Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to its respective Amended and Restated Security Agreement dated as of November 7, 2014 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), a Security Interest in favour of the Agent as continuing and collateral security for the due payment of all of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property 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, hereby mortgages, 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 “Intellectual Property Collateral”):

- (a) Patents
  - (i) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
  - (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing.
- (b) Trademarks
- (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
  - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property 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 Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

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

EVRAZ INC. NA CANADA

By: 

Name: Glenda Minor

Title: Senior Vice President and Chief  
Financial Officer

SAMETCO AUTO INC.

By: 

Name: Glenda Minor

Title: Treasurer

GENERAL SCRAP PARTNERSHIP

by its general partner

EVRAZ INC. NA CANADA

By: 

Name: Glenda Minor

Title: Senior Vice President and Chief  
Financial Officer

CANADIAN NATIONAL STEEL  
CORPORATION

By:

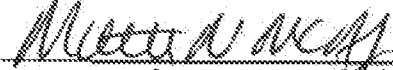


Name: Brenda Minor

Title: Senior Vice President and Chief  
Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By:   
Name: Matthew N. McAlpine  
Title: Duly Authorized Signatory





SCHEDULE I  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**1. PATENT REGISTRATIONS**

|     | <b>Patent Title</b>  | <b>Application Number<br/>Application Date</b> | <b>Registration Number<br/>Grant Date</b> | <b>Owner</b>         |
|-----|--|--|---|----------------------|
| 1.  | MODULAR TABLE ROLL WITH WATER BATH   | 2134956<br>11/02/1994                          | CA 2134956<br>12/21/1999                  | Evraz Inc. NA Canada |
| 2.  | MELT SHOP SCHEDULING FOR CONTINUOUS CASTING  | 2164407<br>12/04/1995                          | CA 2164407<br>8/21/2001                   | Evraz Inc. NA Canada |
| 3.  | UNITARY ASSEMBLY OF PERIPHERAL DEVICES FOR USE WITH A STECKEL MILL   | 2164779<br>12/08/1995                          | CA 2164779<br>4/20/1999                   | Evraz Inc. NA Canada |
| 4.  | STECKEL MILL COILER FURNACE INCORPORATING HEATED PINCH ROLLS   | 2192670<br>12/11/1996                          | CA 2192670<br>4/18/2000                   | Evraz Inc. NA Canada |
| 5.  | PLANT CAPACITY OPTIMIZING METHOD FOR USE WITH STECKEL MILL   | 2196084<br>01/27/1997                          | CA 2196084<br>1/25/2000                   | Evraz Inc. NA Canada |
| 6.  | SWAGED PIN END OF PIPE CONNECTION  | 2217269<br>10/01/1997                          | CA 2217269<br>5/28/2002                   | Evraz Inc. NA Canada |
| 7.  | STECKEL MILL/ON-LINE ACCELERATED COOLING COMBINATION   | 2222792<br>11/28/1997                          | CA 2222792<br>2/27/2001                   | Evraz Inc. NA Canada |
| 8.  | CONTROLLABLE VARIABLE MAGNETIC FIELD APPARATUS FOR FLOW CONTROL OF MOLTEN STEEL IN A CASTING MOLD              | 2242037<br>06/30/1998                          | CA 2242037<br>1/27/2004                   | Evraz Inc. NA Canada |
| 9.  | DIFFERENTIAL QUENCH METHOD AND APPARATUS   | 2277392<br>07/09/1999                          | CA 2277392<br>5/18/2004                   | Evraz Inc. NA Canada |
| 10. | CONTROLLABLE VARIABLE MAGNETIC FIELD APPARATUS FOR FLOW CONTROL OF MOLTEN STEEL IN A CASTING MOLD              | 2320561<br>09/25/2000                          | CA 2320561<br>5/11/2004                   | Evraz Inc. NA Canada |
| 11. | METHOD AND APPARATUS FOR PRODUCING MARTENSITE- OR BAINITE-RICH STEEL USING STECKEL MILL AND CONTROLLED COOLING | 2332933<br>11/22/2000                          | CA 2332933<br>11/6/2007                   | Evraz Inc. NA Canada |
| 12. | HIGH-STRENGTH MICRO-ALLOY STEEL AND PROCESS FOR MAKING SAME  | 2378934<br>03/26/2002                          | CA 2378934<br>11/15/2005                  | Evraz Inc. NA Canada |
| 13. | APPARATUS FOR CLEANING A COILER FURNACE DRUM   | 2402028<br>09/09/2002                          | CA 2402028<br>11/2/2004                   | Evraz Inc. NA Canada |
| 14. | METHOD AND APPARATUS FOR TREATMENT OF A RAIL WELD  | 2857518<br>11/15/2012                          | Pending                                   | Evraz Inc. NA Canada |



## 2. TRADEMARK REGISTRATIONS

|    | Trademark/Image if any  | Application Number<br>Application Date | Registration Number<br>Registration Date | Status     | Owner                        |
|----|---|--|--|------------|------------------------------|
| 1. | LASER QUALITY PLATE   | 1001516<br>1/8/1999                    | TMA546176<br>6/4/2001                    | REGISTERED | Evraz Inc. NA<br>Canada      |
| 2. | Design Only<br>                    | 1094314<br>2/26/2001                   | TMA574532<br>1/28/2003                   | REGISTERED | Evraz Inc. NA<br>Canada      |
| 3. | Design Only<br>                    | 0281511<br>4/7/1964                    | TMA138895<br>1/22/1965                   | REGISTERED | Evraz Inc. NA<br>Canada      |
| 4. | GS DESIGN<br>                      | 0723001<br>2/17/1993                   | TMA425412<br>3/18/1994                   | REGISTERD  | General Scrap<br>Partnership |
| 5. | BUCKS AUTO PARTS &<br>DESIGN<br> | 1004664<br>2/10/1999                   | TMA536442<br>11/2/2000                   | REGISTERED | Sametco Auto<br>Inc.         |

## 3. COPYRIGHT REGISTRATIONS

Nil.

## 4. DESIGN REGISTRATIONS

Nil.

## 5. US PATENT REGISTRATIONS

| Title                                | Country | Patent No. /<br>Granted | Serial No. / Filed      | Owner                   |
|--------------------------------------|---------|-------------------------|-------------------------|-------------------------|
| Swaged Pin End of Pipe<br>Connection | U.S.    | 6,024,646<br>2000/02/15 | 08/942866<br>1997/10/02 | Evraz Inc.<br>NA Canada |

**6. US TRADEMARK REGISTRATIONS**

| <b>Trademark</b> | <b>Country</b> | <b>App.<br/>Date /<br/>App. No.</b> | <b>Reg.<br/>Date /<br/>Reg. No.</b> | <b>Int.<br/>Class</b> | <b>Owner</b>                              |
|------------------|----------------|-------------------------------------|-------------------------------------|-----------------------|---|
| CAMPIPE          | U.S.           | 6/14/1996<br>75/118,946             | 2/24/1998<br>2,139,639              | 6                     | Canadian<br>National Steel<br>Corporation |