

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354479

<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>
Essar Steel Algoma Inc.		11/14/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	246 Goose Lane, Suite 105		
<b>City:</b>	Guilford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06437		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1067995	ALGOFORM	
<b>Registration Number:</b>	2131656	ALGOTUF	
<b>Registration Number:</b>	2258392	DSPC	
<b>Registration Number:</b>	2356339	QUALITY BLANKS INTERNATIONAL	
<b>Registration Number:</b>	3027044	DSPC-80F	
<b>Registration Number:</b>	4352445	ALGOMA STEEL	
<b>Registration Number:</b>	4352450	ALGOMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6502130300		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP / Christina Ishihara		
<b>Address Line 1:</b>	3000 El Camino Real, Bldg 5, 9th Floor		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	1111779-2494		
<b>NAME OF SUBMITTER:</b>	Christina Ishihara		
<b>SIGNATURE:</b>	/Christina Ishihara/		

CH \$190.00 1067995

<b>DATE SIGNED:</b>	09/09/2015
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**Total Attachments: 6**

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**U.S. TRADEMARK SECURITY AGREEMENT**

This U.S. TRADEMARK SECURITY AGREEMENT (US) ("U.S. Trademark Security Agreement") is made as of November 14, 2014, by ESSAR STEEL ALGOMA INC., as grantor, the other grantors party hereto from time to time (collectively, the "Grantors"), in favour of WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as Collateral Agent for the Noteholder Secured Parties (together with its successors and permitted assigns in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, each Grantor is party to a U.S. SENIOR SECURED NOTES SECURITY AGREEMENT dated as of November 14, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favour of the Agent pursuant to which each Grantor is required to execute and deliver this Agreement with respect to any Intellectual Property Collateral owned by it;

NOW, THEREFOR, in consideration of the premises and to induce the Agent, for the benefit of the Noteholder Secured Parties, to enter into the Indenture and any Additional Pari Passu Agreement, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS. "Trademark License" shall mean, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark or any other trademark or service mark, whether each Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals and modifications thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (iii) rights to sue and other rights of action for past, present and future infringements thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark or service mark.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the 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 Agent and its successors and permitted assigns, on behalf of the Noteholder 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 Grantor of any material rights therein:

- (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, continuations or extensions of the foregoing;
- (c) all Goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this U.S. Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of the Noteholder Secured Parties, pursuant to the Security Agreement. 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 without prejudice to, and are in addition to, those set forth in the Security Agreement, 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 U.S. Trademark Security Agreement are in conflict with the Security Agreement, the provisions of the Security 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 U.S. Trademark Security Agreement without the signature of each Grantor and naming each Grantor, as debtor, and the Agent, as secured party.

SECTION 5. TERMINATION. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the 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 U.S. Trademark Security Agreement.

SECTION 6. COUNTERPARTS. This U.S. 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.

(a) Notwithstanding anything herein to the contrary, the lien 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 the Intercreditor Agreements (as defined in the Indenture).

(b) Subject to Section 7(c), in the event of any conflict between the Cash Flow Pari Passu Intercreditor Agreement (as defined in the Indenture) and the terms relating to lien perfection, priorities, payment rights, enforcement and the disposition of collateral of this Agreement, the terms of the Cash Flow Pari Passu Intercreditor Agreement shall govern and control.

(c) With respect to ABL Priority Collateral, in the event of any conflict between (i) the Intercreditor Agreement, on the one hand, and (ii) the Cash Flow Pari Passu Intercreditor Agreement and/or the terms relating to lien perfection, priorities, payment rights, enforcement and the disposition of collateral of this Agreement, on the other hand, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. GOVERNING LAW. This U.S. Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.


SECTION 9. It is understood and agreed that Wilmington Trust, National Association is entering into this U.S. Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture. In acting under this U.S. Trademark Security Agreement, the Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this U.S. 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:

  
Name: Kalyan Ghosh

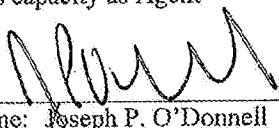
Title: Chief Executive Officer

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**

solely in its capacity as Agent

By: \_\_\_\_\_

  
Name: Joseph P. O'Donnell  
Title: Vice President

{Essar - U.S. Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005619 FRAME: 0564**

**SCHEDULE I  
TO  
U.S. TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

**United States Trademarks**

Registrations:

<b>Trademark</b>	<b>App No.</b>	<b>App Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
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-80-F	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.