

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ArcelorMittal Flat Carbon Europe SA		12/31/2014	Public Limited Company: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ArcelorMittal		
<b>Street Address:</b>	24-26 Boulevard d'Avranches		
<b>City:</b>	Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-1160		
<b>Entity Type:</b>	Public Limited Company: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2678139	USIBOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022393333		
<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>	202-239-3358		
<b>Email:</b>	edward.prince@alston.com		
<b>Correspondent Name:</b>	Edward M. Prince		
<b>Address Line 1:</b>	950 F Street, NW		
<b>Address Line 2:</b>	The Atlantic Building		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Edward M. Prince		
<b>Address Line 1:</b>	950 F Street, NW		
<b>Address Line 2:</b>	The Atlantic Building		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Edward M. Prince		
<b>SIGNATURE:</b>	/Edward M. Prince/		
<b>DATE SIGNED:</b>	12/04/2015		

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**Total Attachments: 5**

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## Intellectual Property Agreement

### BY AND BETWEEN:

**ARCELORMITTAL**, a public limited company duly established and validly existing under the laws of Luxembourg, with registered office at 24-26 Boulevard d'Avranches, L-1160 Luxembourg (Luxembourg), registered with the Registre de Commerce et des Sociétés under number B82.454 and with VAT number LU 18804375,  
hereby duly represented by

Egbert Jansen in his capacity of authorised signatory of the company  
and  
Genuíno Christino in his capacity of authorised signatory of the company;

hereinafter referred to as "ArcelorMittal";

and,

**ARCELORMITTAL FLAT CARBON EUROPE SA**, public limited company duly established and validly existing under the laws of Luxembourg, with registered office at 24-26 Boulevard d'Avranches, L-1160 Luxembourg (Luxembourg), registered with the Registre de Commerce et des Sociétés under number B2.050 and with VAT number LU191172014,  
hereby duly represented by

Jean-Martin Van der Hoeven in his capacity of authorised signatory of the company  
and  
Juan Marin in his capacity of authorised signatory of the company;

hereinafter referred to as "AM FCE";

hereinafter jointly referred to as "Parties" or, individually, as "Party";

1. ArcelorMittal is the ultimate parent company of the ArcelorMittal Group while AM FCE is one of its Subsidiaries. ArcelorMittal Group is operative in the steel business producing high quality sustainable steel and supplying steel products with all grades and formats in all markets including notably automotive, construction, household appliances and packaging.
2. Effective the end of the day on December 31, 2014, ArcelorMittal Investigacion y Desarrollo SL (AMID) assigned all of its rights and interests in that certain ArcelorMittal Group Research – Cost Sharing and Intellectual Property Management Contract signed as of January 1, 2008 by and between AMID and certain of its affiliates (the "CSA"), including AM FCE to ArcelorMittal and ArcelorMittal assumed all of AMID's obligations under the CSA, including the management of the global R&D and of intellectual property rights of the ArcelorMittal Group.
2. In order to increase its competitiveness under general and specific adverse economic conditions, ArcelorMittal Group announced a revision of its organizational structure leading to change of business model into a franchising model.
3. As a consequence, ArcelorMittal and AM FCE agreed that certain intellectual property rights of the AM FCE would be transferred to ArcelorMittal for the implementation of a new franchising model, and that participation of AM FCE to the CSA has to be stopped.

Now therefore, the PARTIES agree as follows:

## 1. Assignment

As from the Effective Date:

a) AM FCE hereby transfers and assigns and ArcelorMittal agrees to the assignment and transfer to ArcelorMittal of the full legal ownership and all rights, title and interest, with no exception or reservation, in and to the trademark applications, issued trademarks, registered designs and models, identified in appendix 1 as well as any trademark applications or issued trademarks or models based on or filed under priority of such trademark applications (hereinafter referred to as the TRADEMARKS). Such transfer includes notably the Paris Convention priority right attached to the so transferred TRADEMARKS.

AM FCE hereby transfers and ArcelorMittal agrees to the assignment and transfer to ArcelorMittal of the full legal ownership and all rights, title and interest, with no exception or reservation, in and to the domain names identified in appendix 2 (the DOMAIN NAMES).

As from the Effective Date, AM FCE shall keep no right on TRADEMARKS and DOMAIN NAMES and ArcelorMittal is subrogated in all rights, titles, interests and obligations relating to TRADEMARKS and DOMAIN NAMES and shall be free to maintain, abandon, transfer, give license to and designate either country or region for application filing or validation, and serve any claim or pursue all existing proceedings - and get all possible related indemnification or compensation - for any past or future infringement of the TRADEMARKS and DOMAIN NAMES, collect past and future monetary damages from such infringement, register before any registrar this domain name or any similar ones and pursue all cybersquatting cases.

b) ArcelorMittal shall substitute for the AM FCE as from the Effective Date in any and all license agreement, non-assert agreement, and more generally in any agreement concerning the TRADEMARKS and DOMAIN NAMES that may have been signed. ArcelorMittal undertakes to fulfil all obligations included in these agreements.

However, the royalty fees already due up to the Effective Date by any licensee or partner in application of any above mentioned agreement shall remain due to AM FCE and ArcelorMittal undertakes to pay-back AM FCE any royalty fees it may receive from such third party after the Effective Date.

c) AM FCE withdraws from the CSA, and as from the Effective Date, shall transfer to ArcelorMittal all its rights on the RESULTS, R&D IP RIGHTS, PRIOR IP RIGHTS or NNON-R&D IP RIGHTS, as such terms are defined in the CSA. AM FCE hereby sells, transfers, assigns and conveys to ArcelorMittal, free and clear from all mortgages, liens, pledges, encumbrances and other security interests, all of AM FCE's right, title and interest in and to all of the RESULTS or R&D IP RIGHTS, including the right to disclose or use in its Plants and waives any of its right or option to obtain a license of PRIOR IP RIGHTS or NON R&D IP RIGHTS (globally the "ECONOMIC RIGHTS") and ArcelorMittal hereby buys from AM FCE all of AM FCE's right, title and interest in and to all of the ECONOMIC RIGHTS. As a consequence, AM FCE shall keep no right to use, exploit or disclose the RESULTS or R&D IP RIGHTS nor have any right or option to obtain a license of PRIOR IP RIGHTS or NON R&D IP RIGHTS

## 2. Statements, Exclusion of representations of title and fitness for particular purpose and liability

ArcelorMittal accepts the transfer as-is of TRADEMARKS, DOMAIN NAMES and ECONOMIC RIGHTS on the Effective Date. AM FCE does not make any representation in connection with the validity, enforceability of such rights nor of its title to such rights, or to the technical effect nor fitness for any particular purpose.

ArcelorMittal recognizes that, at the Effective Date, some of the TRADEMARKS are not granted and still pending so that their scope may be reduced or that they may be refused in all or only certain countries, and so agrees not to request any compensation from AM FCE in case of occurrence of any of such events.

ArcelorMittal further recognizes being aware that the transfer of ownership between initial owner of the TRADEMARKS or DOMAIN NAMES and AM FCE may not have been recorded before the relevant regional or national trademark register or registrar, and undertakes to support such costs of record of changes of owner.

AM FCE agrees to perform, execute or assist ArcelorMittal upon request by taking any reasonable action, providing and signing all necessary documents, that may be necessary for perfecting and securing the present assignment and allowing the validation and granting of the TRADEMARKS and DOMAIN NAMES issued from the TRADEMARKS or DOMAIN NAMES in every country applied for.

As of the Effective Date ArcelorMittal agrees to take over the defence of any and all outstanding claims relating to TRADEMARKS, DOMAIN NAMES or ECONOMIC RIGHTS and will bear all corresponding costs. As of the Effective Date, ArcelorMittal will manage legal challenges in connection therewith in its sole discretion and for its own risk and benefit.

As of the Effective Date, ArcelorMittal shall substitute for the AM FCE in any litigation of legal claim already launched and concerning any of the TRADEMARKS and DOMAIN NAMES before any Court or jurisdiction and will bear all corresponding costs. As of the Effective, Date ArcelorMittal will manage legal challenges in connection therewith in its sole discretion and for its own risk and benefit.

As of the effective date ArcelorMittal will hold AM FCE harmless for any claims arising out of or relating to the TRADEMARKS, DOMAIN NAMES or ECONOMIC RIGHTS.

### **3. Consideration**

The price for the transfer of rights described in Article 2 is forty-three million three hundred nineteen thousand four hundred seventy-six US dollars (USD 43,319,476.00) ("Purchase Price"), and shall be paid in one instalment that will be paid within 30 days of the Effective Date.

2.2. The Purchase Price is exclusive of applicable VAT or sales tax. AM FCE will provide ArcelorMittal with a VAT invoice setting out the VAT-exclusive price plus any applicable VAT at the time of such purchase. ArcelorMittal shall pay the VAT-inclusive price to AM FCE. Any other levies, sales tax or other taxes, duties, registration fees and other charges shall be borne by ArcelorMittal.

AM FCE shall send the corresponding invoice to ArcelorMittal, such invoice being due for payment thirty days after the date of its issuance.

All taxes, customs duties and other charges relative to the performance of the Agreement, in particular regarding the record of such transfer in the Regional or National Trademark Registers, shall be borne and paid by ArcelorMittal.

For the avoidance of doubt, the price payable hereunder have been set at an arm's length rate and, in assessing and agreeing to the pricing, the Parties have taken into account all terms of this Agreement and all relevant additional and applicable circumstances in effect at the time of execution of this Agreement.

Where ArcelorMittal is required to withhold tax from any payment due to the AM FCE, it is agreed that ArcelorMittal is entitled to deduct such tax(es) from the price due and payable to the AM FCE. For the avoidance of doubt, the Parties will take reasonable and appropriate steps to minimise the amount of any withholding tax payable in the performance of this Agreement, including providing such certificate or documentation required to obtain a reduction to or credit for any withholding tax. ArcelorMittal shall promptly furnish the AM FCE with the official receipt of payment of this withholding income tax as issued by the appropriate Government Body.

All payments shall be made in US Dollars, by wire transfer to a bank account to be specified by the AM FCE and duly communicated to ArcelorMittal.

An interest may be charged on overdue payments at the rate of two per cent (2%) per annum over the EURIBOR base rate from time to time on the sum from the date payment is due until the date payment is made (whether before or after any judgment by a court).

### **4. Record**

Extended powers are given to ArcelorMittal's attorney or agent and to the holder of the present agreement to record the Transfer presented in Article 2 as exercised, before any relevant trademark offices or registrars, as well as, for Domain names, before any register. ArcelorMittal will support all future taxes and fees and costs relating to the TRADEMARKS and DOMAIN NAMES as from the Effective Date. ArcelorMittal will hold AM FCE harmless and will indemnify AM FCE for any and all claims and costs arising from the exercise of these extended powers.

### **5. Effective Date**

Subject to signature by both Parties; this Agreement enters into force as of December 31, 2014 (the Effective Date).

**6. Disputes**

This CONTRACT is governed by Luxembourg law.

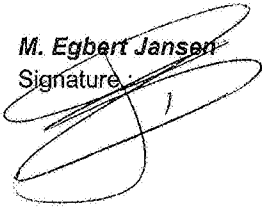
6.1. The Parties agree to meet in order to review all disputes that may arise in connection with this Agreement, in order to seek an amicable settlement.

If disagreement is still persisting, it shall be submitted for arbitration pursuant to the rules of International Chamber of Commerce of Paris. Arbitrator(s), arbitration court to be held at Luxembourg.

6.2. If the performance of the Agreement gives rise to a claim asserted by a third party, the Parties shall agree on the manner for responding to such claim, on a possible cost sharing and shall communicate one other with all necessary information.

**ArcelorMittal**

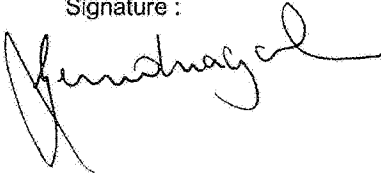
**M. Egbert Jansen**  
Signature :



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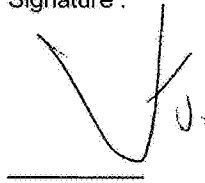
**M. Genuino Christino**

Signature :



**ArcelorMittal Flat Carbon Europe SA**

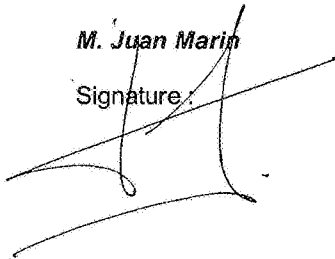
**M. Jean-Martin Van der Hoeven**  
Signature :



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**M. Juan Marin**

Signature :



USIBOR	Thailand	No	6	466 764	24/09/2001	TM 188 526	12/12/2003	Registered
USIBOR	Turkey	Yes	6, 38	722 836	17/09/2012	722 836	17/09/2012	Registered
USIBOR	Ukraine	Yes	6, 38	722 836	17/09/2012	722 836	17/09/2012	Registered
USIBOR	United Kingdom	Yes	6, 38	722 836	09/11/1999	722 836	09/11/1999	Registered
USIBOR	United States	No	6	78/090 866	30/10/2001	2 678 139	21/01/2003	Registered
USIBOR	Vietnam	Yes	6	722 836	09/11/1999	722 836	09/11/1999	Registered
USIBOR	WIPO	Yes	6, 38	722 836	09/11/1999	722 836	09/11/1999	Registered
USICONFORT	Benelux	Yes	6, 38	722 882	09/11/1999	722 882	09/11/1999	Registered
USICONFORT	Brazil	No	6	822 525 550	08/03/2000	822 525 550	03/01/2006	Registered
USICONFORT	France	No	6, 38	99 793 346	21/05/1999	99 793 346	21/05/1999	Registered
USICONFORT	Germany	Yes	6, 38	722 882	09/11/1999	722 882	09/11/1999	Registered
USICONFORT	Italy	Yes	6, 38	722 882	09/11/1999	722 882	09/11/1999	Registered