

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM391715

<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>
UNITED STATES STEEL CORPORATION		05/10/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Collateral Agent		
<b>Street Address:</b>	225 W Station Square Drive		
<b>Internal Address:</b>	Suite 620		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3535474		
<b>Registration Number:</b>	0327230	COR-TEN	
<b>Registration Number:</b>	0357996	FERROSTAN	
<b>Registration Number:</b>	1829183	FLUXTAC	
<b>Registration Number:</b>	2088923	ACRYLUME	
<b>Registration Number:</b>	2469301	U. S. STEEL	
<b>Registration Number:</b>	3237492	ROSS BRIDGE - A CLASSIC AMERICAN RESORT	
<b>Registration Number:</b>	3331634	COR-TEN AZP	
<b>Registration Number:</b>	3351127	KIPC KEYSTONE INDUSTRIAL PORT COMPLEX	
<b>Registration Number:</b>	3362583	ROSS BRIDGE	
<b>Registration Number:</b>	3409245	ROSS BRIDGE	
<b>Registration Number:</b>	3433877	ROSS PARK	
<b>Registration Number:</b>	3438861	ROSS BRIDGE VILLAGE CENTER	
<b>Registration Number:</b>	3585535	TRACE CROSSINGS	
<b>Registration Number:</b>	3585536	TRACE CROSSINGS: FOLLOW A PATH, FIND A D	
<b>Registration Number:</b>	3585538	GRAND RIVER	
<b>Registration Number:</b>	3585543	GRAND RIVER	
<b>Registration Number:</b>	3587071	HILLSBORO	
<b>TRADEMARK</b>			

CH \$890.00 3535474

Property Type	Number	Word Mark
Registration Number:	3662482	THE PRESERVE: A COMMUNITY OF WELL LOVED
Registration Number:	3897373	STEELTRACK
Registration Number:	4049099	USS SAFETY STEEL
Registration Number:	4192790	MAKING STEEL WORLD COMPETITIVE BUILDING
Registration Number:	4298490	FLANGE-TEN
Registration Number:	4376566	TRIP-TEN
Registration Number:	4376567	DUAL-TEN
Registration Number:	4462158	CENTURA
Registration Number:	4588872	ROSSER FARMS
Registration Number:	4609828	USS CPF UNITED STATES STEEL & CARNEGIE P
Registration Number:	4665003	WEATHERED METAL SERIES
Registration Number:	4687160	USS
Registration Number:	4702394	GALV-TEN
Registration Number:	4714744	U. S. STEEL
Serial Number:	86058037	ACRYLUME E PLUS
Serial Number:	86174180	COPPER-TEN
Serial Number:	86930902	USS

**CORRESPONDENCE DATA**

Fax Number: 6502515002

*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.*

Phone: (650) 251-5106

Email: jnull@stblaw.com

Correspondent Name: Amber Harezlak

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 509335/2346

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 07/18/2016

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated May 10, 2016, is made by UNITED STATES STEEL CORPORATION, a Delaware corporation (the "Company"), the Subsidiaries of the Company from time to time a party hereto (each a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors"), and together with the Company, the "Grantors", and each, a "Grantor") in favor of U.S. Bank National Association, as Collateral Agent (in such capacity the "Collateral Agent") for the Notes Secured Parties.

### W I T N E S S E T H:

WHEREAS, the Grantors have entered into that certain Indenture, dated as of May 10, 2016 (as supplemented or otherwise modified from time to time, the "Indenture"), by and among the Grantors and the Collateral Agent, as trustee (in such capacity the "Trustee");

WHEREAS, in connection with Indenture, each Grantor has executed and delivered that certain Collateral Agreement, dated as of the date hereof, made by the Grantors to the Collateral Agent (as supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, certain trademarks of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including in its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto, collectively the "Collateral").

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Notes Obligations of such Grantor now or hereafter existing under or in respect of the Indenture and the Notes (including any increases of the principal amount outstanding thereunder).

SECTION 4. Recordation. Each Grantor authorizes and requests the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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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.

**UNITED STATES STEEL CORPORATION**

As Grantor

By:

  
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Name: Colleen M. Darragh

Title: Vice President & Controller

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005835 FRAME: 0832**

**UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS**

**Registrations:**

	<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner</b>
1	[Design Only]	3,535,474	78814027	United States Steel Corporation
2	ACRYLUME	2,088,923	75090896	United States Steel Corporation
3	CENTURA	4,462,158	85938531	United States Steel Corporation
4	COR-TEN	327,230	71363356	United States Steel Corporation
5	COR-TEN AZP	3,331,634	78741825	United States Steel Corporation
6	DUAL-TEN	4,376,567	85842279	United States Steel Corporation
7	FERROSTAN	357,996	71403240	United States Steel Corporation
8	FLANGE-TEN	4,298,490	77934791	United States Steel Corporation
9	FLUXTAC	1,829,183	74363927	United States Steel Corporation
10	GALV-TEN	4,702,394	86174222	United States Steel Corporation
11	GRAND RIVER	3,585,538	77375624	United States Steel Corporation
12	GRAND RIVER	3,585,543	77376371	United States Steel Corporation
13	HILLSBORO	3,587,071	77578925	United States Steel Corporation
14	KIPC KEYSTONE INDUSTRIAL PORT COMPLEX	3,351,127	77117179	United States Steel Corporation
15	MAKING STEEL WORLD COMPETITIVE BUILDING VALUE	4,192,790	85295337	United States Steel Corporation
16	ROSS BRIDGE	3,362,583	78969891	United States Steel Corporation
17	ROSS BRIDGE	3,409,245	78969789	United States Steel Corporation
18	ROSS BRIDGE - A CLASSIC AMERICAN RESORT TOWN	3,237,492	78969979	United States Steel Corporation
19	ROSS BRIDGE VILLAGE CENTER	3,438,861	77056080	United States Steel Corporation

[Schedule A to Trademark Security Agreement]

	<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner</b>
20	ROSS PARK	3,433,877	77056086	United States Steel Corporation
21	ROSSER FARMS	4,588,872	86189217	United States Steel Corporation
22	STEELTRACK	3,897,373	85038472	United States Steel Corporation
23	THE PRESERVE: A COMMUNITY OF WELL LOVED PLACES.	3,662,482	77376394	United States Steel Corporation
24	TRACE CROSSINGS	3,585,535	77374476	United States Steel Corporation
25	TRACE CROSSINGS: FOLLOW A PATH, FIND A DREAM	3,585,536	77375435	United States Steel Corporation
26	TRIP-TEN	4,376,566	85842028	United States Steel Corporation
27	U.S. STEEL	2,469,301	75912789	United States Steel Corporation
28	U.S. STEEL	4,714,744	86177049	United States Steel Corporation
29	USS	4,687,160	86177359	United States Steel Corporation
30	USS CPF UNITED STATES STEEL & CARNEGIE PENSION FUND	4,609,828	86209237	United States Steel Corporation
31	USS SAFETY STEEL	4,049,099	85289192	United States Steel Corporation
32	WEATHERED METAL SERIES	4,665,003	86174269	United States Steel Corporation

**Applications:**

	<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner</b>
1	ACRYLUME E PLUS	N/A	86058037	United States Steel Corporation
2	COPPER-TEN	N/A	86174180	United States Steel Corporation
3	USS	N/A	86930902	United States Steel Corporation

[Schedule A to Trademark Security Agreement]