

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436833

<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>
Stelco Inc.		07/27/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance Corporation Canada		
<b>Street Address:</b>	40 King Street West, Suite 2500		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H3Y2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0855764	STELCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
<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>	2148558000		
<b>Email:</b>	chris.andersen@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Chris R. Andersen		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 2:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-7932		
<b>NAME OF SUBMITTER:</b>	Chris R. Andersen		
<b>SIGNATURE:</b>	/Chris R. Andersen/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated July 27, 2017 (“Agreement”) is made by **STELCO INC.** (formerly known as U. S. Steel Canada Inc. / Acier U. S. Canada Inc.), a corporation amalgamated pursuant to the laws of Canada (together with its respective successors and assigns, the “Grantor”), for the benefit of **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA** (“Wells Fargo”), in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) for itself and for the benefit of the other Secured Parties (defined below).

**WHEREAS**, the Grantor owns the intellectual property set forth in Annex A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the “Intellectual Property”); and

**WHEREAS**, the Grantor has executed a guarantee and security agreement dated as of June 30, 2017, (as amended, modified, supplemented, extended, renewed, restated or replaced, collectively and individually the “Security Agreement”) in favour of Agent for the benefit of each member of the Lender Group and the Bank Product Providers (collectively, the “Secured Parties”), pursuant to which the Grantor granted to the Agent a security interest in, and a hypothec on, and to its property, including the Intellectual Property.

**NOW THEREFORE**, for other good and valuable consideration, and in accordance with the terms and obligations set forth in the Security Agreement, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Security Agreement.

2. **Grant of Security.** The Grantor hereby grants to Agent, for the ratable benefit of the applicable Secured Parties, a continuing security interest in, lien on and collateral assignment of, all of the Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising, regardless of where located (the “Collateral”):

(a) the patents and patent applications set forth in Annex A hereto;

(b) the trademark and service mark registrations and applications set forth in Annex A hereto (provided that no security interest or collateral assignment shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein or collateral assignment thereof would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. **Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal; reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to the Secured Parties but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Borrower or any other Grantor.

4. **Recordation.** The Grantor authorizes the filing of this confirmation with the United States Patent and Trademark Office, the United States Copyright Office or any other relevant intellectual property office.

5. **Execution in Counterparts.** This 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.

6. **Grants; Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. In addition to the grant of the security interest hereunder to the Agent with respect to the Collateral, the Grantor hereby acknowledges, confirms and ratifies the grant to the Agent of a security interest in, and hypothec on, and to the Collateral pursuant to the Security Agreement and that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

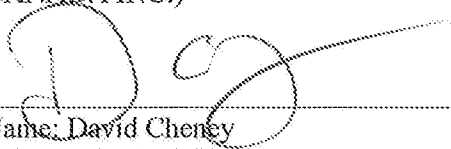
7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York.

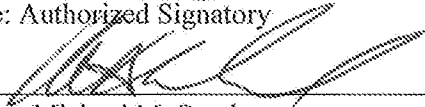
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**STELCO INC.**  
(formerly known as U.S. STEEL CANADA INC. / ACIER  
U.S. CANADA INC.)

By:   
Name: David Cheney  
Title: Authorized Signatory

By:   
Name: Michael McQuade  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA

By: 

Name: Carmela Massari

Title: Senior Vice President, Portfolio Manager

SIGNATURE PAGE TO US IP SECURITY AGREEMENT

TRADEMARK  
REEL: 006115 FRAME: 0806

SCHEDULE I  
TO  
IP SECURITY AGREEMENT

**Trademarks:**

<b>Name of Current Owner</b>	<b>Name of Trade-mark</b>	<b>Registration Number</b>	<b>Comments</b>
Stelco Inc.	STELCO	0855764	Registered

**Patents:**

<b>Name of Current Owner(s)</b>	<b>Title of Patent</b>	<b>Application Number</b>
Foseco International Limited Stelco Inc.	Molten Metal Handling Vessel	6,528,010

**Copyrights:**

None

**Industrial Designs:**

None