

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESSAR STEEL ALGOMA INC.		11/30/2018	Corporation:
RECEIVING PARTY DATA			
Name:	ALGOMA STEEL INC.		
Street Address:	105 WEST STREET		
City:	SAULT STE. MARIE		
State/Country:	CANADA		
Postal Code:	P6A7B4		
Entity Type:	Corporation: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2131656	ALGOTUF	
Registration Number:	2258392	DSPC	
Registration Number:	2356339	QUALITY BLANKS INTERNATIONAL	
Registration Number:	4352445	ALGOMA STEEL	
Registration Number:	4352450	ALGOMA	
Serial Number:	87467653	A	
Serial Number:	87467644	ALGOMA	
CORRESPONDENCE DATA			
Fax Number:	4168626666		
<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>			
Phone:	4168624854		
Email:	seyoung@osler.com		
Correspondent Name:	SYDNEY YOUNG		
Address Line 1:	100 KING STREET WEST, SUITE 6200		
Address Line 4:	TORONTO, CANADA M5X1B8		
NAME OF SUBMITTER:	SYDNEY YOUNG		
SIGNATURE:	/SYDNEY YOUNG/		
DATE SIGNED:	12/19/2018		

OP \$190.00 2131656

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "IP Assignment Agreement") is made as of November 30, 2018

AMONG:

ESSAR STEEL ALGOMA INC., a corporation amalgamated under the laws of Canada ("Assignor")

- and -

ALGOMA STEEL INC. (formerly 1076318 B.C. LTD.), a corporation incorporated under the laws of the Province of British Columbia (the "Buyer")

RECITALS:

- A. The Assignor and Essar Steel Algoma Inc. USA, a corporation established under the laws of Delaware, and the Buyer are parties to an Asset Purchase Agreement dated as of July 20, 2018 (as amended, restated, supplemented or modified from time to time, the "Purchase Agreement");
- B. Pursuant to the Purchase Agreement, the Assignor has agreed to sell and the Buyer has agreed to purchase the Purchased Assets, which include all of Assignor's right, title and interest in and to all of the Intellectual Property assets of Assignor, whether registered or not, including, the trademarks and corresponding applications and registrations listed on Schedule A" hereto, together with the goodwill of the business in connection with which such marks are used (the "Trademarks"), and the inventions and corresponding patent registrations listed in Schedule "B" (the "Patents") (the Trademarks and Patents shall collectively be referred to as the "Assigned Intellectual Property"); and
- C. In order to give effect to certain of the transactions contemplated by the Purchase Agreement, the Assignor hereby delivers this IP Assignment Agreement to the Buyer with respect to the sale of the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1 Definitions.

Capitalized terms used in this IP Assignment Agreement and not otherwise defined herein have the meanings specified in the Purchase Agreement.

Section 2 Assignment of Assigned Intellectual Property.

Without limiting the generality of the terms of the Purchase Agreement, Assignor does hereby sell, transfer, convey, assign and deliver unto Buyer all of Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property, the same to be held by Buyer as

fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Assigned Intellectual Property that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any of the Trademarks.

Section 3 Direction to IP Offices.

Assignor hereby authorizes the Canadian Intellectual Property Office, the United States Patent and Trademark Office, and all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Assigned Intellectual Property to Buyer, as assignee thereof, or otherwise as Buyer may direct. Buyer will be responsible for submitting this IP Assignment Agreement or any other country-specific assignment agreement necessary to the relevant governmental Intellectual Property Offices.

Section 4 Further Assurances.

Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions including the execution of any further country-specific assignment documents, power of attorney documents and other documents necessary to allow the recordal of the assignments at the various governmental Intellectual Property Offices.

Section 5 Waiver, Amendment.

No amendment or waiver of this IP Assignment Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this IP Assignment Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this IP Assignment Agreement constitute a continuing waiver unless otherwise expressly provided.

No failure on the part of any party to exercise, and no delay in exercising any right under this IP Assignment Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

Section 6 Severability.

If any provision of this IP Assignment Agreement shall be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this IP Assignment Agreement and the remaining provisions shall continue in full force and effect.

Section 7 Governing Law; Jurisdiction and Venue.

The rights and obligations of the Parties under this IP Assignment Agreement, and any claim or controversy directly or indirectly based upon or arising out of this IP Assignment

Agreement or the transactions contemplated by this IP Assignment Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the courts of Ontario for the resolution of any such disputes arising under this IP Assignment Agreement.

Section 8 Assignment; Binding Effect

No Party may assign its right or benefits under this IP Assignment Agreement without the consent of each of the other Parties. This IP Assignment Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 9 Counterparts.

This IP Assignment Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this IP Assignment Agreement may be made by facsimile signature or by electronic image scan which, for all purposes, shall be deemed to be an original signature.

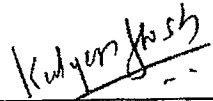
IN WITNESS WHEREOF the Parties have executed and delivered this IP Assignment Agreement as of the date first written above.

ALGOMA STEEL INC.

By: 
Name:
Title:

[Signature page for IP Assignment Agreement]

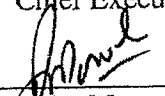
ESSAR STEEL ALGOMA INC.

By: 
Name: Kalyan Ghosh
Title: Chief Executive Officer

By: _____
Name: Rajat Marwah
Title: Chief Financial Officer

ESSAR STEEL ALGOMA INC.

By: _____
Name: Kalyan Ghosh
Title: Chief Executive Officer

By:  _____
Name: Rajat Marwah
Title: Chief Financial Officer

[Signature page for IP Assignment Agreement]

**SCHEDULE "A"
TRADEMARKS**

Trademark	Country	Application Number	Registration Number	Status
ALGOMA	CA	229626	TMA113862	Registered
ALGOTUF 50	CA	282460	TMA141710	Registered
ALGOMA WWF SHAPES	CA	288133	TMA141348	Registered
ALGOFORM	CA	385834	TMA213344	Registered
ALGOMA STEEL	CA	599432	TMA357292	Registered
ALGOMA SEAMLESS	CA	599433	TMA357293	Registered
ALGOTUF	CA	792230	TMA475469	Registered
DSPC	CA	819721	TMA492643	Registered
DSPC & DESIGN	CA	823527	TMA492655	Registered
Algoma & Design	CA	1178303	TMA625982	Registered
DSPC-80F	CA	1211399	TMA635907	Registered
A Logo	CA	1839113		Pending
ALGOTUF	US	75/019,024	2,131,656	Registered
DSPC	US	75/186,797	2,258,392	Registered
QUALITY BLANKS INTERNATIONAL	US	75/481,375	2,356,339	Registered
ALGOMA STEEL	US	85/513,907	4,352,445	Registered
ALGOMA & DESIGN	US	85/517,849	4,352,450	Registered
A Logo	US	87/467,653		Pending
ALGOMA Design	US	87/467,644		Pending
A Design (Class 1)	MX	1970137	1848583	Registered
A Design (Class 4)	MX	1970136	1848582	Registered
A Design (Class 6)	MX	1970135	1848581	Registered
A Design (Class 16)	MX	1970134	1848580	Registered
ALGOMA Design (Class 1)	MX	1970141	1848586	Registered
ALGOMA Design (Class 4)	MX	1970140	1848585	Registered
ALGOMA Design (Class 6)	MX	1970139		Pending
ALGOMA Design (Class 16)	MX	1970138	1848584	Registered

**SCHEDULE "B"
PATENTS**

Title	Country	Serial #	Patent #	Status
HIGH STRENGTH STEEL PRODUCT WITH IMPROVED FORMABILITY AND STEEL MANUFACTURING PROCESS	CA	2473765	2473765	Issued
HIGH STRENGTH STEEL PRODUCT WITH IMPROVED FORMABILITY AND STEEL MANUFACTURING PROCESS	US	11/075,938	7288158	Issued