

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502631

<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>
ALGOMA STEEL INC.		11/30/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA AS COLLATERAL AGENT		
<b>Street Address:</b>	22 ADELAIDE STREET W, SUITE 2200		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H4E3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2356339	QUALITY BLANKS INTERNATIONAL	
<b>Registration Number:</b>	4352450	ALGOMA	
<b>Registration Number:</b>	4352445	ALGOMA STEEL	
<b>Registration Number:</b>	2131656	ALGOTUF	
<b>Registration Number:</b>	2258392	DSPC	
<b>Serial Number:</b>	87467653	A	
<b>Serial Number:</b>	87467644	ALGOMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4168624854		
<b>Email:</b>	seyoung@osler.com		
<b>Correspondent Name:</b>	SYDNEY YOUNG		
<b>Address Line 1:</b>	100 KING STREET WEST, SUITE 6200		
<b>Address Line 4:</b>	TORONTO, CANADA M5X1B8		
<b>NAME OF SUBMITTER:</b>	SYDNEY YOUNG		
<b>SIGNATURE:</b>	/SYDNEY YOUNG/		
<b>DATE SIGNED:</b>	12/19/2018		

OP \$190.00 2356339

**Total Attachments: 6**

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## ABL Trademarks Security Agreement

**ABL Trademarks Security Agreement**, dated as of November 30, 2018 by Algoma Steel Inc., as grantor, the other Grantors party hereto from time to time (collectively, the "Grantors"), in favour of Wells Fargo Capital Finance Corporation Canada, as Collateral Agent for the 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 Canadian ABL Security Agreement dated as of November 30, 2018 (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 ABL Trademarks Security Agreement with respect to any Intellectual Property Collateral owned by it;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Charged Collateral of such Grantor:

- (a) the Trademarks of each Grantor listed on Schedule I attached hereto;
- (b) all Goodwill of each Grantor; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this ABL Trademarks Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this ABL Trademarks Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date (as defined in the Credit Agreement), the Agent shall execute, acknowledge, and deliver to each Grantor party hereto an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien

and security interest in the Intellectual Property Collateral under this ABL Trademarks Security Agreement.

SECTION 5. Counterparts. This ABL Trademarks Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this ABL Trademarks Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreements.

(a) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of each Intercreditor Agreement.


SECTION 7. Governing Law. This ABL Trademarks Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this ABL Trademarks Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**ALGOMA STEEL INC.**

By:   
Name: Joanna Anderson  
Title: Director

Accepted and Agreed:

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA**, as Collateral  
Agent

By: \_\_\_\_\_  
Name:  
Title:  
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this ABL Trademarks Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**ALGOMA STEEL INC.**

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


Name:

Title:

Accepted and Agreed:

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA, as Collateral  
Agent**

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

  
Name: Kevin Freer  
Title: Vice President, Relationship Manager  
Wells Fargo Capital Finance  
Corporation Canada

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

Name:  
Title:

*ABL Trademarks Security Agreement*

**TRADEMARK  
REEL: 006557 FRAME: 0807**

**SCHEDULE I**

to

**TERM LOAN TRADEMARKS SECURITY AGREEMENT (TRADEMARKS)**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Registrations

Canadian Trademarks

Owner	Registration Number	Trademark
Algoma Steel Inc.	TMA213,344	ALGOFORM
Algoma Steel Inc.	TMA113,862	ALGOMA
Algoma Steel Inc.	TMA357,292	ALGOMA STEEL
Algoma Steel Inc.	TMA141,348	ALGOMA WWF SHAPES
Algoma Steel Inc.	TMA475,469	ALGOTUF
Algoma Steel Inc.	TMA492,643	DSPC
Algoma Steel Inc.	TMA492,655	DSPC & DESIGN
Algoma Steel Inc.	TMA625,982	Algoma & Design
Algoma Steel Inc.	TMA635,907	DSPC-80F
Algoma Steel Inc.	TMA357,293	ALGOMA SEAMLESS
Algoma Steel Inc.	TMA141,710	ALGOTUF 50

Other Trademarks

Owner	Registration Number	Country/State/Province	Trademark
Algoma Steel Inc.	2,356,339	United States	QUALITY BLANKS INTERNATIONAL
Algoma Steel Inc.	4,352,450	United States	ALGOMA
Algoma Steel Inc.	4,352,445	United States	ALGOMA STEEL
Algoma Steel Inc.	2,131,656	United States	ALGOTUF
Algoma Steel Inc.	2,258,392	United States	DSPC

Applications

Canadian Trademarks

Owner	Application Number	Trademark
Algoma Steel Inc.	1,839,113	A Logo

Other Trademarks

Owner	Application Number	Country/State/Province	Trademark
Algoma Steel Inc.	87/467,653	United States	A
Algoma Steel Inc.	87/467,644	United States	ALGOMA