

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALGOMA STEEL INC.		11/30/2018	Corporation:
RECEIVING PARTY DATA			
Name:	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF ENERGY, NORTHERN DEVELOPMENT AND MINES		
Street Address:	159 CEDAR STREET, 7TH FLOOR		
City:	SUDBURY		
State/Country:	CANADA		
Postal Code:	P3E6A5		
Entity Type:	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF ENERGY, NORTHERN DEVELOPMENT AND MINES: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2356339	QUALITY BLANKS INTERNATIONAL	
Registration Number:	4352450	ALGOMA	
Registration Number:	4352445	ALGOMA STEEL	
Registration Number:	2131656	ALGOTUF	
Registration Number:	2258392	DSPC	
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		

OP \$190.00 2356339

SIGNATURE:	/SYDNEY YOUNG/
DATE SIGNED:	12/19/2018
Total Attachments: 7 source=Provincial Capex IP Security Agreement Algoma Steel Inc. and Minister of#page1.tif source=Provincial Capex IP Security Agreement Algoma Steel Inc. and Minister of#page2.tif source=Provincial Capex IP Security Agreement Algoma Steel Inc. and Minister of#page3.tif source=Provincial Capex IP Security Agreement Algoma Steel Inc. and Minister of#page4.tif source=Provincial Capex IP Security Agreement Algoma Steel Inc. and Minister of#page5.tif source=Provincial Capex IP Security Agreement Algoma Steel Inc. and Minister of#page6.tif source=Provincial Capex IP Security Agreement Algoma Steel Inc. and Minister of#page7.tif	

PROVINCIAL CAPEX INTELLECTUAL PROPERTY SECURITY AGREEMENT

Provincial CapEx Intellectual Property 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 Her Majesty the Queen in Right of Ontario, as Represented by the Minister of Energy, Northern Development and Mines (together with its successors and permitted assigns in such capacity, the "Lender").

WITNESSETH:

WHEREAS, each Grantor is party to a Canadian Provincial CapEx 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 Lender pursuant to which each Grantor is required to execute and deliver this Provincial CapEx Intellectual Property Security Agreement with respect to any Intellectual Property Collateral owned by it;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Credit Agreement, each Grantor hereby agrees with the Lender 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 Lender 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) the Patents of each Grantor listed on Schedule I attached hereto;
- (c) the Copyrights of each Grantor listed on Schedule I attached hereto;
- (d) the Industrial Designs of each Grantor listed on Schedule I attached hereto;
- (e) the Intellectual Property Licenses listed on Schedule I attached hereto;
- (f) all Goodwill of each Grantor; and
- (g) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Provincial CapEx Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Provincial CapEx Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date (as defined in the Security Agreement), the Lender 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 Provincial CapEx Intellectual Property Security Agreement.

SECTION 5. Counterparts. This Provincial CapEx Intellectual Property 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 Provincial CapEx Intellectual Property 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 Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender hereunder are subject to the provisions of each Intercreditor Agreement.


SECTION 7. Governing Law. This Provincial CapEx Intellectual Property 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 Provincial CapEx Intellectual Property Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

ALGOMA STEEL INC.

By: 
Name: Joanna Anderson
Title: Director

Accepted and Agreed:

Her Majesty the Queen in Right of Ontario, as
Represented by the Minister of Energy,
Northern Development and Mines,
as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Provincial CapEx Intellectual Property Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

ALGOMA STEEL INC.

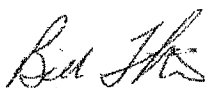
By: _____

Name:

Title:

Accepted and Agreed:

Her Majesty the Queen in Right of Ontario, as
Represented by the Minister of Energy,
Northern Development and Mines,
as Lender

By:  _____

Name: Bill Thornton

Title: Deputy Minister

SCHEDULE I

to

Provincial Capex Intellectual Property Security Agreement

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

PATENT REGISTRATIONS AND PATENT APPLICATIONS

Registrations

Canadian Patents

Owner	Registration Number	Description
Algoma Steel Inc.	2,473,765	HIGH STRENGTH STEEL PRODUCT WITH IMPROVED FORMABILITY AND STEEL MANUFACTURING PROCESS

Other Patents

Owner	Registration Number	Country/State/Province	Description
Algoma Steel Inc.	7,288,158	United States	MANUFACTURING PROCESS FOR PRODUCING HIGH STRENGTH STEEL PRODUCT WITH IMPROVED

			FORMABILITY
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Applications

None.

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

None.

INDUSTRIAL DESIGNS

None.

INTELLECTUAL PROPERTY LICENSES

None.