

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement - 2025 Notes
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ArcelorMittal USA LLC		12/09/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank National Association, as Notes Collateral Agent
<b>Street Address:</b>	1350 Euclid Avenue, Suite 1100
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44115
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5041609	SPARTAN
Registration Number:	5013368	FINELINE
Registration Number:	4921186	BETHSTAR
Registration Number:	4921185	T-1
Registration Number:	4734281	C1144
Registration Number:	4652411	DURACORR
Registration Number:	4374851	C1119
Registration Number:	4382340	ELECTROSITE
Registration Number:	4274542	STEELWORKER FOR THE FUTURE

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

OP \$240.00 5041609

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1300174 TM 2025 NOTES
<b>NAME OF SUBMITTER:</b>	Theresa Volano
<b>SIGNATURE:</b>	/Theresa Volano/
<b>DATE SIGNED:</b>	12/09/2020
<b>Total Attachments: 6</b> source=C - Cliffs - Trademark Security Agreement (2025 Notes) Filing#page2.tif source=C - Cliffs - Trademark Security Agreement (2025 Notes) Filing#page3.tif source=C - Cliffs - Trademark Security Agreement (2025 Notes) Filing#page4.tif source=C - Cliffs - Trademark Security Agreement (2025 Notes) Filing#page5.tif source=C - Cliffs - Trademark Security Agreement (2025 Notes) Filing#page6.tif source=C - Cliffs - Trademark Security Agreement (2025 Notes) Filing#page7.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9 day of December, 2020, by and among the grantor listed on the signature pages hereof ("Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as notes collateral agent for the Notes Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Notes Collateral Agent").

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

WHEREAS, pursuant to that certain Indenture dated as of April 17, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among Cleveland-Cliffs Inc., an Ohio corporation, as parent ("Parent"), the Subsidiaries of Parent identified on the signature pages thereof, as guarantors (the "Guarantors"), and U.S. Bank National Association, as trustee (the "Trustee"), the Parent has issued or will issue \$955,159,000 principal amount of 9.875% senior secured notes due 2025 (the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, the Holders are willing to purchase the Notes as provided for in the Indenture, but only upon the condition, among others, Grantor shall have executed and delivered to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, that certain Security Agreement, dated as of April 17, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Notes Collateral Agent, for the benefit each Notes Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (excluding any Excluded Property, collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, no security interest shall be deemed granted hereunder on or in any 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 would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Notes Collateral Agent, the other Notes Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks that constitute Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Notes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor that constitute Trademark Collateral subject to the terms and conditions set forth in the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Notes Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Notes Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER,

AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT,  
AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS  
MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

ARCELORMITTAL USA LLC, as Grantor

By: James D. Graham

Name: James D. Graham

Title: Executive Vice President, Chief  
Legal Officer & Secretary

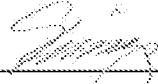
[Signature Page to Trademark Security Agreement]

**ACCEPTED AND ACKNOWLEDGED BY:**

**NOTES COLLATERAL AGENT:**

**U.S. BANK NATIONAL ASSOCIATION,**  
a national banking association, as Notes  
Collateral Agent

By:



\_\_\_\_\_  
Name: **Elizabeth A. Thuning**  
Title: **Senior Vice President**

[Signature Page To Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007127 FRAME: 0948**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS/APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ArcelorMittal USA LLC	SPARTAN	5041609	9/13/16
ArcelorMittal USA LLC	FINELINE	5013368	8/2/16
ArcelorMittal USA LLC	BETHSTAR	4921186	3/22/16
ArcelorMittal USA LLC	T-1	4921185	3/22/16
ArcelorMittal USA LLC	C1144	4734281	5/12/15
ArcelorMittal USA LLC	DURACORR	4652411	12/9/14
ArcelorMittal USA Inc. (n/k/a ArcelorMittal USA LLC)	C1119	4374851	7/30/13
ArcelorMittal USA Inc. (n/k/a ArcelorMittal USA LLC)	ELECTROSITE	4382340	8/13/13
ArcelorMittal USA LLC	STEELWORKER FOR THE FUTURE	4274542	1/15/13

**TRADEMARK LICENSES**

None.