

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, successor in interest to U.S. BANK NATIONAL ASSOCIATION		05/10/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CLEVELAND-CLIFFS INC.		
Street Address:	200 PUBLIC SQUARE, SUITE 3300		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Corporation: OHIO		
Name:	CLEVELAND-CLIFFS STEEL CORPORATION (f/k/a AK STEEL CORPORATION),		
Street Address:	200 PUBLIC SQUARE, SUITE 3300		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	3772551	CLIFFS	
Registration Number:	1423611	CLEVELAND-CLIFFS	
Registration Number:	0224201	TRAN-COR	
Registration Number:	0290355	PAINTGRIP	
Registration Number:	0515529	CARLITE	
Registration Number:	0534852	ARMCO	
Registration Number:	0500225	ZINCGRIP	
Registration Number:	0537322	DI-MAX	
Registration Number:	0547908	UNIVIT	
Registration Number:	0763765	17-4-PH	

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Property Type	Number	Word Mark
Registration Number:	0763766	17-7 PH
Registration Number:	0779321	PH 15-7 MO
Registration Number:	0905009	15-5 PH
Registration Number:	1085298	AQUAMET
Registration Number:	1177800	NITRONIC
Registration Number:	1152120	NITRONIC
Registration Number:	1331648	ALUMI-THERM
Registration Number:	1928712	A+K AK STEEL
Registration Number:	1912990	VIT-PLUS
Registration Number:	1981058	NITRONIC
Registration Number:	2119542	AK
Registration Number:	2117805	AK STEEL
Registration Number:	2485481	GREYSTONE
Registration Number:	2455708	ULTRA FORM
Registration Number:	2326561	AK STEEL
Registration Number:	3233851	T2
Registration Number:	2965827	LITE CARLITE
Registration Number:	2917054	DR
Registration Number:	3006316	AK COATINGS
Registration Number:	3495314	15 CR-CB
Registration Number:	3095709	UNIGRAIN
Registration Number:	3100640	ULTRASMOOTH
Registration Number:	3095711	ELECTRASMOOTH
Registration Number:	4228956	ULTRA HONE
Registration Number:	4326045	18 SR
Registration Number:	4227516	ULTRALUME
Registration Number:	4370199	STONE MATTE
Registration Number:	4495414	ILUMIBRITE
Registration Number:	4322398	13-4 SR
Registration Number:	4272388	AK TUBE
Registration Number:	4881927	THERMAK
Registration Number:	4636703	CHROMESHIELD
Registration Number:	5863375	ULTRA FORM
Registration Number:	5520004	POLYGLIDE
Registration Number:	5520005	POLYGLIDE
Registration Number:	5487039	NEXMET
Registration Number:	5844688	FORMTUBE
Registration Number:	5844690	NEXTUBE

Property Type	Number	Word Mark
Serial Number:	88580225	OPTIMET

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-3939

Email: tsinger@jonesday.com, pcyngier@jonesday.com

Correspondent Name: TYLER D. SINGER/JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	218095-041024
NAME OF SUBMITTER:	TYLER D. SINGER
SIGNATURE:	/TYLER D. SINGER/
DATE SIGNED:	05/11/2022

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as May 10, 2022, is made by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, successor in interest to U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as notes collateral agent for the Notes Secured Parties (in such capacity, “Assignor”), in favor of CLEVELAND-CLIFFS INC., an Ohio corporation (“Cliffs”) and CLEVELAND-CLIFFS STEEL CORPORATION (f/k/a AK STEEL CORPORATION), a Delaware corporation (“Cliffs Steel”, and together with Cliffs, each an “Assignee” and collectively, the “Assignees”). Capitalized terms used in this Release and not otherwise defined herein shall have the meanings set forth in the Trademark Security Agreement (as defined below).

WHEREAS, Assignees and Assignor, among other parties, entered into that certain Security Agreement, dated as of April 17, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Assignees executed and delivered to Assignor that certain Trademark Security Agreement, dated as of April 17, 2020 (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded on April 20, 2020 with the U.S. Patent and Trademark Office, at Reel 006918 / Frame 0054;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Assignee pledged, assigned and granted to Assignor, for the benefit of the Notes Secured Parties, to secure the Secured Obligations, a continuing security interest (the “Security Interest”) in all of its right, title and interest in and to the following property, whether then owned by or owing to, or thereafter acquired by or arising in favor of such Assignee: (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto, (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 such Assignee 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 (collectively, the “Trademark Collateral”); and

WHEREAS, Assignor desires to release its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, without any representation, warranty or recourse, releases and discharges all right, title and interest under the Security Agreement and Trademark Security Agreement (including, without limitation, the Security

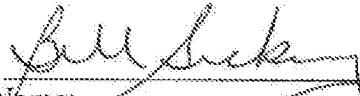
Interest) in the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule 1 hereto. Any right, title or interest of Assignor under the Security Agreement and Trademark Security Agreement in the Trademark Collateral shall hereby cease and become void. Assignor authorizes the recordation of this Release with the U.S. Patent and Trademark Office and hereby agrees to duly execute, acknowledge and deliver any further documents, and to do such other acts, as may be reasonably necessary to effect the release of the security interest contemplated hereby at the sole cost and expense and the reasonable request of the Assignees. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed by a duly authorized officer as of the date above first written.

ASSIGNOR:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, successor in interest to U.S. Bank National Association, a national banking association, as Assignor

By: 
Name: _____
Title: **William E. Sicking**
Vice President & Trust Officer