

07-15-2004

Form PTO-1594
(Rev. 10/02)
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Tab settings ⇨ ⇨ ⇨ ▼



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102791780

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Algoma Steel Inc.

6-30-04

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 27, 2003

2. Name and address of receiving party(ies)

Name: Bank of America N.A.

Internal
Address: _____

Street Address: 200 Front Street West, Suite 2700

City: Toronto State: ON Zip: M5V 3L2, Canada

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,356,339

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ogilvy Renault

Internal Address: Paul J. Field

GTOM11 0000117 195113 2356339

40.00 BA

Street Address: 200 King Street West,

Suite 1100

City: Toronto State: ON Zip: M5H 3T4, Canada

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

195113

DO NOT USE THIS SPACE

9. Signature.

Paul J. Field Reg. No. 34,963

Name of Person Signing

Signature

June 29, 2004

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231



06-30-2004

U.S. Patent & TMO/ TM Mail Rcpt Dt. #64

TRADEMARK
REEL: 003007 FRAME: 0766

U.S. SECURITY AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) ("Agreement"), dated as of September 3, 2003, between Algoma Steel Inc. (the "Grantor"), and Bank of America, N.A. (acting through its Canada branch) as collateral agent (together with its successors thereto in such capacity, the "Agent") for its benefit and for the benefit of the Lenders (as defined in the Loan Agreement referred to herein);

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement dated as of September 3, 2003 (together with all amendments, supplements, restatements and replacements and other modifications, if any, from time to time made thereto, the "Loan Agreement"), among the Grantor, as borrower and the Agent in its capacity agent and lender, and the financial institutions, including the Agent in its capacity as lender, from time to time named therein as lenders (the "Lenders"), the Lenders have agreed to make extensions of credit to the Grantor subject to the terms and provisions of the Loan Agreement;

AND WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security Agreement dated as of the 3rd day of September, 2003 (the "Security Agreement");

AND WHEREAS, as a condition precedent to the making of the loans under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent for its own benefit and for the benefit of each of the Lenders a continuing security interest in the Trademark Collateral (as hereinafter defined) to secure all Obligations;

AND WHEREAS

the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Agent for its own benefit and for the benefit of each of the Lenders, and grant to the Agent for its own benefit and for the benefit of each of the Lenders a security interest, in all of the following property (the "Trademark Collateral"), now or hereafter owned by the Grantor:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the United States Patent and Trademark Office or in any office or agent of Canada or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;
- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any Trademark, including each Trademark license referred to in Schedule "A" hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Number 1 of Schedule "A" with the Trade-marks Office of the Canadian Intellectual Property Office and recording the security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Number 2 of Schedule "A" with the United States Patent and Trademark Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and the Lenders) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents and it shall effect such registrations as may be necessary or proper to release its security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Loan Document, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the term of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and the federal laws of the United States applicable therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

ALGOMA STEEL INC.

Per: [Signature]
Name: Glen Manchester
Title: Vice President - Finance and Chief Executive Officer

BEFORE ME, a Notary Public in and for Ontario, personally appeared the above-named Glen Manchester who acknowledged that he/she did sign the foregoing agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand an official seal at Toronto, Ontario, this 27th day of August, 2003.

Notary Public
[Signature]

BANK OF AMERICA, N.A. (acting through its Canada branch) as Collateral Agent

Per: [Signature]
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

ALGOMA STEEL INC.

Per: _____

Name:

Title:

BEFORE ME, a Notary Public in and for _____, personally appeared the above-named _____ who acknowledged that he/she did sign the foregoing agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand an official seal at _____, this _____ day of _____, 2003.

Notary Public

BANK OF AMERICA, N.A. (acting through its Canada branch) as Collateral Agent

Per: _____

Name:

Title:

JH BL
Jeffrey D. Burdon
Vice President

ALGOMA STEEL TRADE MARKS

CANADA

<u>Trade Mark</u>	<u>Registration No.</u>
ALGOFORM	213,344
ALGOMA	113,862
ALGOMA STEEL	357,292
ALGOMA WWF SHAPES	141,348
ALGOTUF	475,469
DESIGN MARK	229,414
DSPC	492,643
DSPC AND DESIGN	492,655
QUALITY BLANKS INTERNATIONAL	531,242

UNITED STATES

<u>Trade Mark</u>	<u>Registration No.</u>
ALGOFORM	1,067,995
ALGOMA	1,676,455
ALGOMA STEEL	1,159,690
ALGOTUF	2,131,656
AWC	1,486,686
DESIGN MARK	1,244,981
DSPC AND DESIGN	2,258,392

PENDING APPLICATIONS

NEW LOGO



US Reference #78253646