

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc. (as agent for Secured Parties)		12/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company		
Street Address:	1100 N. Market Street		
Internal Address:	Rodney Square North		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Banking Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75281534	WCI STEEL	
CORRESPONDENCE DATA			
Fax Number:	(212)715-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.715.9100		
Email:	KLtrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 2:	c/o Kevin M. Moss, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	057963-00031		
NAME OF SUBMITTER:	Kevin M. Moss		
Signature:	/KMM/		

CH \$40.00 75281534

Date:

01/04/2008

Total Attachments: 6

source=CITI - Security Agreement#page1.tif

source=CITI - Security Agreement#page2.tif

source=CITI - Security Agreement#page3.tif

source=CITI - Security Agreement#page4.tif

source=CITI - Security Agreement#page5.tif

source=CITI - Security Agreement#page6.tif

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of December ³¹, 2007 ("Assignment"), among Citicorp USA, Inc. ("CUSA"), a Delaware corporation with offices at 388 Greenwich St., 20th Floor, New York, New York 10013, as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent"), Wilmington Trust Company ("WTC"), a Delaware banking corporation with offices at 1100 N. Market Street, Rodney Square North, Wilmington, DE 19890, and WCI Steel, Inc. (f/k/a WCI Steel Acquisition, Inc.), a Delaware corporation with offices at 1040 Pine Avenue, S.E., Warren, Ohio 44483 (as Grantor).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 1, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WCI Steel Acquisition, Inc. (the "Company"), the Lenders and Issuers party thereto and CUSA, as the original Administrative Agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, each of the entities listed on the signature pages of the Trademark Security Agreement (or that becomes a party thereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors") other than the Company are party to the Guaranty pursuant to which they have guaranteed the Obligations;

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of May 1, 2006, in favor of CUSA, as the original Administrative Agent (the "Security Agreement") pursuant to which the Grantors executed and delivered the Trademark Security Agreement dated as of May 1, 2006 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, CUSA, as the original Administrative Agent, was granted, for the benefit of certain secured parties, a lien on and security interest in all of each Grantor's right, title and interest in, to and under the Collateral, as defined therein, including without limitation all of the Trademarks and Trademark Licenses, including without limitation, those Trademarks identified in Schedule I attached hereto and thereto, together with the goodwill of the business symbolized by the Trademarks, and all proceeds of the foregoing ("Security Interest");

WHEREAS, CUSA will no longer serve in the capacity of Administrative Agent pursuant to the Credit Agreement;

WHEREAS, WTC is desirous of replacing CUSA as the Administrative Agent; and

WHEREAS, in furtherance of WTC's replacement of CUSA as the Administrative Agent pursuant to the Credit Agreement, WTC is desirous of acquiring and CUSA is desirous of assigning all of its right, title and interest in, to and under the Trademark Security Agreement, including without limitation the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CUSA and WTC hereby covenant and agree as follows:

1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement, the Security Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Credit Agreement, the Security Agreement or the Trademark Security Agreement respectively.

2. Assignment of Trademark Security Agreement

CUSA hereby assigns, transfers and conveys to WTC all of its right, title and interest in, to and under the Trademark Security Agreement, including without limitation the Security Interest, and all documents relating thereto, including specifically and without limitation any lien on or security interest in all of each Grantor's right, title and interest in, to and under all of the Trademarks and Trademark Licenses, including without limitation, those Trademarks identified in Schedule I attached hereto and thereto, together with the goodwill of the business symbolized by the Trademarks, and all proceeds of the foregoing.

WTC hereby accepts the foregoing assignment.

3. Security Agreement

The security interest granted to CUSA as the original Administrative Agent pursuant to the Trademark Security Agreement, and assigned to WTC as the new Administrative Agent pursuant to this Assignment is granted and assigned in connection with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted by the Trademark Security Agreement and assigned 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.

4. Recordation

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks identified on Schedule I attached hereto.

5. Counterparts

This Assignment may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

[SIGNATURE PAGES FOLLOW]

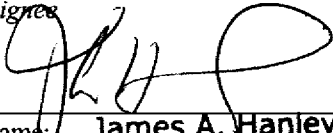
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademark Security Agreement as of the date first set forth above.

CITICORP USA, INC.,
as Assignor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST COMPANY
as Assignee

By: 
Name: **James A. Hanley**
Title: **Assistant Vice President**

ACCEPTED AND AGREED
as of the date first above written:

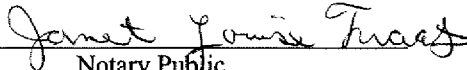
WCI STEEL, INC. (f/k/a WCI Steel Acquisition, Inc.),
as Grantor

By: _____
Name:
Title:

State of **Delaware**)
Country of **New Castle**)
ss:

On this 27th day of December, 2007, before me personally came James A. Hanley, to me known, who being duly sworn, did say that he is the **Assistant Vice President**, of _____ Wilmington Trust Company, and that the foregoing instrument was executed on behalf of _____ Wilmington Trust Company, and he acknowledged the foregoing instrument to be the free act and deed of _____ Wilmington Trust Company.

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of December, 2007


Notary Public

My Commission Expires: 3/18/2010

JANET LOUISE FRAATZ
Notary Public - State of Delaware
My Comm. Expires March 18, 2010

TRADEMARK
REEL: 003689 FRAME: 0923

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademark Security Agreement as of the date first set forth above.

CITICORP USA, INC.,
as Assignor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST COMPANY
as Assignee

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WCI STEEL, INC. (f/k/a WCI Steel Acquisition, Inc.),
as Grantor

By: Cynthia B. Bezik
Name: CYNTHIA B BEZIK
Title: Vice President - Finance

State of Ohio)
Country of Trembull) ss:

On this 28th day of December, 2007, before me personally came Cynthia B. Bezik, to me known, who being duly sworn, did say that ~~he~~/she is the VP - Finance, of WCI Steel, Inc., and that the foregoing instrument was executed on behalf of WCI Steel, Inc., and she acknowledged the foregoing instrument to be the free act and deed of WCI Steel, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of December, 2007

Wilma J. Vukovich
Notary Public

My Commission Expires: April 15, 2010

WILMA J. VUKOVICH, Notary Public
State of Ohio
My Commission Expires April, 15, 2010

SCHEDULE I
To
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

No.	Serial No.	Filing Date	Reg. No.	Reg. Date	Word Mark	Live/Dead
1	75/281,534	04/25/1997	2,158,833	05/19/1998	WCI STEEL	LIVE/ Registered