

Form PTO-1594 (Rev. 11-08)
OMB Collection 0651-0027 (exp. 12/31/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Evrax Inc. NA Canada

- Individual(s)
- General Partnership
- Corporation- State:
- Other Corporation, Canada
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 10, 2009. See Schedule II

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: See Schedule I

Internal

Address:

Street Address: Академика Сахарова Проспект 9

City: Moscow, GSP-6

State:

Country: Russia Zip: 107996

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other State Corp.

Citizenship Russia
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule II for list of Trademark Registration Nos.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: CT Lien Solutions

Internal Address:

Street Address: 187 Wolf Rd
Ste 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676 x4064

Fax Number: 800-962-7649

Email Address: cls-nd@albany@walthamknight.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165

- Authorized to be charged to credit card
- Enclosed

8. Payment Information:

Last 4 Digits - 5683

Exp. Date - 11/09

Deposit Account Number

Authorized User Name

9. Signature:

Joseph D. Bergman
Signature

March 11, 2009

Date

Joseph D. Bergman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 2726675

SCHEDULE I

TO TRADEMARK RECORDATION FORM COVER SHEET

2. Name and address of receiving party(ies):

**STATE CORPORATION "BANK FOR DEVELOPMENT AND FOREIGN
ECONOMIC AFFAIRS (VNESHECONOMBANK)"**

Akademiika Sakharova Prospekt, 9

Moscow, GSP-6






107996

Russia

SCHEDULE B

Trademarks

United States Trademark and Service Mark Registrations

TRADEMARK	MARK DESCRIPTION	COUNTRY	APP. DATE / APP. NO.	REG. DATE / REG. NO.	INT. CLASS	OWNER
IPSCO MAKING STEEL BETTER (Stylized) and Goose in Circle Design (No Color)		United States	2/21/2002 76/373,890	6/17/2003 2,726,675	40	IPSCO Inc. (now Evraz Inc. NA Canada)
IPSCO MAKING TUBULARS BETTER (Stylized) and Goose in Circle Design (No Color)		United States	2/21/2002 76/373,865	6/24/2003 2,728,756	40	IPSCO Inc. (now Evraz Inc. NA Canada)
Goose in Circle Design (No Color)		United States	9/5/2000 76/122,516	5/18/2004 2,842,085	40	IPSCO Inc. (now Evraz Inc. NA Canada)
IPSCO (Stylized) and Goose (both) in Circle Design (No Color)		United States	9/7/2000 76/124,024	9/25/2001 2,492,463	6, 40	IPSCO Inc. (now Evraz Inc. NA Canada)
IPSCO (Stylized) and Goose (both) in Circle Design (Orange Color)		United States	9/7/2000 76/124,103	7/6/2004 2,859,230	40	IPSCO Inc. (now Evraz Inc. NA Canada)

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TRADEMARK	MARK DESCRIPTION	COUNTRY	APP. DATE / APP. NO.	REG. DATE / REG. NO.	INT. CLASS	OWNER
LASER QUALITY PLATE	Standard Character Word Mark	United States	5/19/1999 75/709,394	7/9/2002 2,593,129 Supplemental Register	6	IPSCO Inc. (now Evraz Inc. NA Canada)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), dated February 10, 2009, is made by EVRAZ INC. NA CANADA, a Canada corporation, (the "*Grantor*") in favor of State Corporation "Bank for Development and Foreign Economic Affairs (Vnesheconombank)", as lender and secured party (in such capacity, together with any successors and assigns, the "*Lender*").

WHEREAS, Evraz Group S.A., a company incorporated as a société anonyme under the laws of the Grand Duchy of Luxembourg (the "*Borrower*"), has entered into a USD \$800,000,000 loan agreement №110100/P6 dated December 10, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with the Lender.

WHEREAS, as a condition subsequent to the making of the loan by Lender under the Credit Agreement, Grantor has executed and delivered that certain guaranty dated as of the date hereof made by, among others, Grantor to Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guaranty*") and that certain security agreement dated as of the date hereof made by, among others, Grantor to Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Lender a security interest in, among other property, certain intellectual property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Authorities.

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

SECTION 1. Grant of Security. Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright

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registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of the Secured Obligations (as defined in the Security Agreement).

SECTION 3. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EVRAZ INC. NA CANADA

By [Signature]
Name:
Title:

Address for Notices:

1000 S.W. Broadway, Suite 2200
Portland, OR 97205

McCarthy Through LLP TDD-CORP #7313681

SCHEDULE II
TO TRADEMARK RECORDATION FORM COVER SHEET

SCHEDULE A**Patents****United States Issued Patents**

TITLE	COUNTRY	APP. DATE / APP. NUMBER	ISSUE DATE / PAT. NO.	EXP. DATE	OWNER
PIPE COUPLING	United States	07/770566 10/03/1991	5,330,239 07/19/1994	7/19/2011	IPSCO Inc. (now Evraz Inc. NA Canada)
PIPE COUPLING	United States	07/770567 10/03/1991	5,348,350 09/20/1994	9/20/2011	IPSCO Inc. (now Evraz Inc. NA Canada)
PIPE COUPLING	United States	08/274904 07/14/1994	5,498,035 03/12/1996	3/12/2013	IPSCO Inc. (now Evraz Inc. NA Canada)
SWAGED PIN END OF PIPE CONNECTION	United States	08/942866 10/02/1997	6,024,646 02/15/2000	10/02/2017	IPSCO Inc. (now Evraz Inc. NA Canada)
PUMP DEVICE	United States	09/789874 02/21/2001	5,468,029 10/22/2002	02/21/2021	IPSCO Inc. (now Evraz Inc. NA Canada)

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SCHEDULE C

Copyrights

None.

[Faint, illegible text]