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

1. Name of conveying party(ies):
National Steel Corporation

2-5-02

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

2. Name and address of receiving party(ies):
Name: Citicorp USA, Inc.
Internal Address: _____

Street Address: 388 Greenwich Street, 19th Floor

City: New York State: NY Zip: 10013

Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2002 FEB - 5 PM 3: 11
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution date: September 28, 2001

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s) _____
B. Patent No.(s) See Schedule I
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Karen Nieslen
Internal Address: Weil, Gotshal & Manges LLP

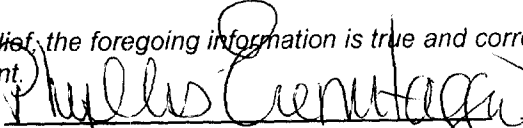
767 5th Avenue
Street Address: _____

City: New York State: NY Zip: 10153

6. Total number of applications and patents involved: 10
7. Total fee (37 CFR 3.41): \$ 400.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Phyllis Eremitaggio  February 5, 2002
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and documents: 8

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

03/19/2002 GTOM11 00000176 230800 6143100
01 FC:581 400.00 CH

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

A. REGISTERED PATENTS

National Steel Corporation:

<u>Registration Number</u>	<u>Date</u>
6,143,100	November 7, 2000
6,066,699	May 23, 2000
6,007,642	December 28, 1999
5,672,637	September 30, 1997
5,645,121	July 8, 1997
5,600,564	February 4, 1997
5,571,328	November 5, 1996
5,544,868	August 13, 1996
5,494,943	February 27, 1996
5,485,387	January 16, 1996

B. PATENT APPLICATIONS

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

PATENT SECURITY AGREEMENT, dated as of September 28, 2001, by National Steel Corporation, Delaware Corporation (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*") in favor of Citicorp USA, Inc. ("*Citicorp*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, the Lenders and Issuers party thereto and Citicorp, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. **Grant of Security Interest in Patent Collateral**. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

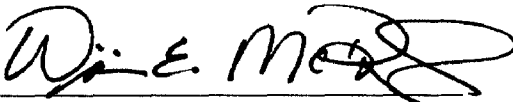
(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing; and

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

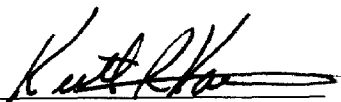
NATIONAL STEEL CORPORATION.

By: 

Name: William E. McDonough
Title: TREASURER

Accepted and Agreed:

CITICORP USA, INC., as Administrative Agent

By: 

Name: KEITH KARAKO
Title: Managing Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Indiana)
) ss.
COUNTY OF St. Joseph)

On this 28th day of September, 2001 before me personally appeared William E. McDonald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of National Steel Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lynda L. Phelps
Notary Public

