

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/22/2004
CONVEYING PARTY DATA	
Name	Execution Date
ISG Technologies Inc.	01/21/2005
RECEIVING PARTY DATA	
Name:	SMS Meer GmbH
Street Address:	P. O. Box 10 06 45
City:	41006 Monchengladbach
State/Country:	GERMANY
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5386869
Patent Number:	5616425
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Total Attachments: 4 source=ISG Technologies to SMS Meer 12-22-04#page1.tif source=ISG Technologies to SMS Meer 12-22-04#page2.tif source=ISG Technologies to SMS Meer 12-22-04#page3.tif source=ISG Technologies to SMS Meer 12-22-04#page4.tif	

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of December 22, 2004 (the "*Effective Date*"), is made by and between SMS MEER, GMBH, a German corporation ("*Assignee*"), and ISG TECHNOLOGIES INC., a Delaware corporation ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to that certain Patent and Technical License Agreement, dated as of November 11, 1996, as amended on October 27, 2004 (the "*License Agreement*"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept the United States and foreign patents listed on schedule A attached hereto and made a part hereof; and

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents listed on Schedule A, including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing. (collectively, the "*Patents*"); and

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the License Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents, as described in the preceding two paragraphs, and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits,

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declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents and this Assignment; and (5) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Patents in the Purchase Agreement.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

Assignor shall have no liability for any obligations, claims or causes of action that arise, or may arise, from or in connection with the development, testing, manufacture, distribution or sale of any products covered by or subject to the Patents and Assignee shall hold Assignor harmless from such liability.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**ISG TECHNOLOGIES INC.**

By: *Gordon Spelich*  
Name: GORDON SPELICH  
Title: VICE PRESIDENT

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF SUMMIT            )

On this 21<sup>ST</sup> day of January, 2005 personally appeared before me Gordon Spelich, known to me to be Vice President of ISG TECHNOLOGIES INC., who acknowledged that he/she signed this instrument as a free act on behalf of ISG TECHNOLOGIES INC.



*Sue E. Heister*  
Notary Public:  
My commission expires:

SUE E. HEISTER  
Notary Public, State of Ohio  
My Commission Expires 10/27/2007

**SMS MEER GMBH**

By: *Ralf Brand*  
Name: Ralf Brand  
Title: Vice President

*Stefan Eske*  
Name: Stefan Eske  
Title: Project Manager



(Official Certification)

**SCHEDULE A**

**ASSIGNED PATENTS**

1. United States Patent No. 5,386,869
2. United States Patent No. 5,616,425
3. Austria Patent 0706430
4. Germany Patent No. 69325821.7
5. Italy Patent No. 0706430
6. United Kingdom Patent No. 0706430

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