

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CF&I STEEL, L.P.	08/14/2008

RECEIVING PARTY DATA

Name:	THE ROYAL BANK OF SCOTLAND PLC
Street Address:	101 Park Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10178

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5419582
Patent Number:	5309804
Patent Number:	7217329
Patent Number:	5419387
Patent Number:	5195573
Patent Number:	5666707
Patent Number:	7288159
Patent Number:	5507081
Patent Number:	5472041
Patent Number:	5018666
Patent Number:	6571636

CORRESPONDENCE DATA

Fax Number: (646)848-4455

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-848-4455

PATENT

500652825

REEL: 021547 FRAME: 0888

CH \$440.00 5419582

Email:	JLIK@SHEARMAN.COM
Correspondent Name:	SHARON HERMAN
Address Line 1:	599 LEXINGTON AVENUE
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3958/255
-------------------------	----------

NAME OF SUBMITTER:	SHARON HERMAN
--------------------	---------------

**Total Attachments: 5**

source=Term Loan Patent Security Agt#page1.tif

source=Term Loan Patent Security Agt#page2.tif

source=Term Loan Patent Security Agt#page3.tif

source=Term Loan Patent Security Agt#page4.tif

source=Term Loan Patent Security Agt#page5.tif

## PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of August 14, 2008 ("Patent Security Agreement"), by CF&I STEEL, L.P., a Delaware limited partnership (the "Assignor"), in favor of THE ROYAL BANK OF SCOTLAND plc, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Assignee").

### W I T N E S S E T H:

Whereas, the Assignor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Assignee pursuant to which the Assignor is required to execute and deliver this Patent Security Agreement;

Now, therefore, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term "Patents" shall mean, collectively, all patents or applications for patents of the United States or any other country or any political subdivision thereof, together with any and all (i) rights and privileges arising under applicable law with respect to any of the foregoing, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present or future infringements or other violations thereof and receive all proceeds and damages therefrom.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties, a Lien on and security interest in all of the right, title and interest of the Assignor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Patent Collateral"):

(a) all Patents of the Assignor, including, without limitation, the registered and applied-for Patents of the Assignor listed on Schedule I attached hereto; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The Lien and security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Lien and security interest granted to the Assignee pursuant to the Security Agreement and the Assignor hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the Lien and security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this

Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

SECTION 4. Recordation. The Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 5. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan under the Credit Agreement shall have expired or been sooner terminated in accordance with the provisions of the Credit Agreement, this Patent Security Agreement shall terminate. Upon termination of this Patent Security Agreement the Pledged Patent Collateral shall be released from the Lien of this Patent Security Agreement and upon the request and at the sole cost and expense of the Assignor, the Assignee shall promptly execute, acknowledge, and deliver to the Assignor an instrument in writing in recordable form releasing the Pledged Patent Collateral from the Lien of this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


SECTION 8. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ASSIGNEE, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

CF&I STEEL, L.P.

By: New CF&I, Inc., as General Partner

By:   
Name:  
Title:

Accepted and Agreed:

THE ROYAL BANK OF SCOTLAND plc,  
as Assignee

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Term Loan - US Patent Security Agreement

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

CF&I STEEL, L.P.

By: New CF&I, Inc., as General Partner

By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed:

THE ROYAL BANK OF SCOTLAND plc,  
as Assignee

By: \_\_\_\_\_

Name: John Dweck

Title: Managing Director

[Signature Page to EINA Patent Security Agreement (Term Loan)]

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

<b>Title</b>	<b>Patent No. / Granted</b>	<b>Serial No. / Filed</b>	<b>Owner</b>	<b>Status</b>
Carbon-titanium steel rail	7217329 20070515	/228802 20020826	CF&I Steel, L.P.	Granted
Continuous rail production	5419387 19950530	/568491 19901015	CF&I Steel, L.P.	Granted
Continuous rail production	5195573 19930323	/568552 19901015	CF&I Steel, L.P.	Granted
Conventional or continuous rolling process	5666707 19970916	/497556 19950630	CF&I Steel, L.P.	Granted
High impact and wear resistant steel	7288159 20071030	/120471 20020410	CF&I Steel, L.P.	Granted
Railroad rail and method and system of rolling the same by conventional or continuous rolling process	5507081 19960416	/265205 19940624	CF&I Steel, L.P.	Granted
Railroad rail and method and system of rolling the same by conventional or continuous rolling process	5472041 19951205	/080431 19930618	CF&I Steel, L.P.	Granted
Unitary one quarter mile long railroad rail free of weld seams	5018666 19910528	/444789 19891201	CF&I Steel, L.P.	Granted
Wheel-type transmit/receive ultrasonic inspection device with constant internal liquid sound path	6571636 20030603	/661599 20000914	CF&I Steel, L.P.	Granted