

Form PTO-1595 (Rev. 10-08)
OMB No. 0651-0027 (exp. 11/30/2008)

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

RECORDATION FORM COVER SHEET PATENTS 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)

ISG Technologies Inc.

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

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

Execution Date(s) May 7, 2008

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Severstal Sparrows Point LLC

Internal Address: _____

Street Address: 1430 Sparrows Point Boulevard

City: Sparrows Point

State: Maryland

Country: United States of America Zip: 21219-5111

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

6,835,229 6,948,347 7,225,652 6,086,817 5,100,034 5,083,754
 6,408,667 7,413,769 6,468,674 7,041,386 6,440,582 6,689,489
 7,238,430 6,440,355 6,797,032 11/592,856 11/221,300

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Harold I. Masteller, Jr.

Internal Address: _____

Street Address: P.O. Box 302

3325 Greenwood Drive

City: Springtown

State: Pennsylvania Zip: 18081

Phone Number: (610) 346-7657

Fax Number: (610) 346-9656

Email Address: himjr@msn.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

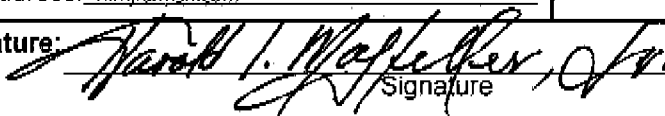
- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

November 24, 2008
 Date

Harold I. Masteller, Jr.
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

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 1460, Alexandria, V.A. 22313-1460

OP \$680.00 11592856

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "**Assignment**") is made by and between ISG Technologies Inc. (the "**Assignor**"), and Severstal Sparrows Point LLC, a Delaware limited liability company (the "**Assignee**").

RECITALS

WHEREAS, pursuant to a Purchase Agreement between the Assignor and Assignee dated the 7th day of May, 2008, the Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the patents and patent applications listed on the attached Schedule A (collectively, the "**Patents**") and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Patents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Patents: Effective as of the Closing, and for value received on and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and delivers to the Assignee all of Assignor's right, title and interest in the United States and all non-US countries, in, to and under the Patents and all divisions, renewals, substitutes, continuations and continuations-in-parts thereof, and all rights of priority including under the International Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres; including, without limitation, (i) all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; (ii) all applications for Letters Patent which have been or may hereafter be filed for said Patents in any country or countries foreign to the United States; (iii) all Letters Patent which may be granted for said Patents in any country or countries foreign to the United States; and (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned to Assignee hereunder. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to record Assignee as the owner of all such Patents and issue all Letter Patents for said Patents to the said Assignee, as assignee of the patent applications listed on Schedule A hereto, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

PATENT

REEL: 021861 FRAME: 0914

2. No Representations: The Assignor makes no representations or warranties with respect to the Patents being sold, transferred, conveyed, assigned and delivered hereunder except for those representations and warranties made in the Purchase Agreement (subject to the limitations contained therein).
3. Entire Agreement: This Assignment is executed and delivered pursuant to the Purchase Agreement. The Purchase Agreement and this Assignment set forth the entire agreement and understanding of the parties with respect to the matters contemplated by the Purchase Agreement and this Assignment. Except as expressly set forth herein, nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
4. Parties Bound: This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.
5. Further Assurances: At the request and the sole expense of the requesting party, Assignor or Assignee, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Assignor or Assignee, as applicable, or their respective counsel may reasonably request to further effectuate or evidence the transactions set forth in this Assignment.
6. Applicable Law: This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by applicable federal law. The parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Borough of Manhattan, New York, New York. Each of the parties hereby waives any right to trial by jury in any action or proceeding relating to this Assignment or any actual or proposed transaction or other matter contemplated in or relating to this Assignment.

IN WITNESS WHEREOF, the below party hereto has caused this Assignment to be duly executed and delivered as of the date written.

ISG TECHNOLOGIES INC.

By: 

Jay L. Lazar
Title: Secretary

Date: 11/21/2008

SCHEDULE A
United States Patents and Patent Applications

Docket No.	Country	Status	Application/Patent No.	OWNER
SPP-200-110-005-US	US	Granted 12/28/2004	6,835,229	ISG Technologies Inc.
2002-COR-00038	US	Granted 01/24/2003	6,948,347	ISG Technologies Inc.
2002-COR-00038C	US	Granted 06/05/2007	7,225,652	ISG Technologies Inc.
SPP-250-100-010-US	US	Granted 07/11/2000	6,086,817	ISG Technologies Inc.
SPP-300-305-007-US	US	Granted 03/31/1992	5,100,034	ISG Technologies Inc.
SPP-300-305-010-US	US	Granted 01/28/1992	5,083,754	ISG Technologies Inc.
SPP-350-110-002-US	US	Granted 06/25/2002	6,408,667	ISG Technologies Inc.
HRL-600-105-020-US#7	US	Filed 11/03/2006	11/592,856	ISG Technologies Inc.
HRL-600-105-020-US#8	US	Granted 08/19/2008	7,413,769	ISG Technologies Inc.
HRL-600-105-020-US#8A	US	Filed 09/07/2005	11/221,300	Main Steel Polishing Co., Inc., and ISG Technologies Inc.*
HRL-600-105-020-US#2	US	Granted 10/22/2002	6,468,674	ISG Technologies Inc.
HRL-600-105-020-US#5	US	Granted 05/09/2006	7,041,386	ISG Technologies Inc.

Docket No.	Country	Status	Application/Patent No.	OWNER
HRL-600-105-020-US#3	US	Granted 08/27/2002	6,440,582	ISG Technologies Inc.
HRL-600-105-020-US#4	US	Granted 02/10/2004	6,689,489	ISG Technologies Inc.
HRL-600-105-020-US#6	US	Granted 07/03/2007	7,238,430	ISG Technologies Inc.
SPP-750-185-003-US#1	US	Granted 08/27/2002	6,440,355	ISG Technologies Inc.
SPP-750-185-003-US#2	US	Granted 09/28/2004	6,797,032	ISG Technologies Inc.

* Subject to the co-ownership rights of Main Steel Polishing Company, Inc.