

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)
 Evraz Inc. NA Canada

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

2. Name and address of receiving party(ies)
 Name: See Schedule I
 Internal Address: _____
 Street Address: Akademiika Sakharova Prospekt, 9
 City: Moscow, GSP-6
 State: _____
 Country: Russia Zip: 107996

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) February 10, 2009. See Schedule II

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

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s) _____
 B. Patent No.(s)
5,330,299
5,348,380
5,496,036
6,024,648
5,468,029

Additional numbers attached? Yes No

5. Name and address 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: 800-962-7049
 Email Address: cls-uds@albany@walterskluwer.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 5683
 Expiration Date 1/09

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Joseph D Boryman Signature Date March 11, 2009
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 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 1460, Alexandria, V.A. 22313-1450

OP \$200.00 5330239

SCHEDULE I

TO PATENT RECORDATION FORM COVER SHEET

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

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

Akademika Sakharova Prospekt, 9

Moscow, GSP-6

107996

Russia

PATENT

REEL: 022380 FRAME: 0659

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

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.

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 
Name:
Title:

Address for Notices:

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

McCarthy Tétrault LLP TDO-CORP 17313681

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)

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)

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)

SCHEDULE II
TO PATENT RECORDATION FORM COVER SHEET

Patent Recordation Form Cover Sheet

SCHEDULE C

Copyrights

None.

PATENT

RECORDED: 03/12/2009

REEL: 022380 FRAME: 0667