

**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)/Execution Date(s):

Severstal Sparrows Point, LLC
Severstal Wheeling, LLC

Execution Date(s) March 31, 2011

Additional names of conveying parties attached? ☐ Yes

☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: Wells Fargo Capital Finance, LLC

Internal
Address:

Street Address: 12 East 49th Street

City: New York

State: NY

Country: USA

Zip: 10017

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

A. Patent Application No. (s)

**See Attached Schedule I with respect to
Severstal Sparrows Point, LLC and
Severstal Wheeling, LLC**

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

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and
registrations involved: 18

7. Total fee (37 CFR 1.21(h) & 3.41) \$720--

☒ 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 10/12

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

Kareem Ansley
Name of Person Signing

April 7, 2011
Date

Total number of pages including cover sheet, attachments,
and document. 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$720.00 1269607

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Severstal Sparrows Point, LLC

| Owner | Title | Jurisdiction | Status | App No/ Pat No. | Docket No. |
|-------------------------------|---|---------------------|-----------------------|------------------------|-------------------|
| Severstal Sparrows Point, LLC | Method and apparatus for clearing a powder accumulation in a powder delivery tube | USA | Granted 12/28/2004 | 6835229 | 200-110-005-SPP |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | Canada | Filed 1/26/2004 | 2514094 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | China | Filed 12/28/2004 | 200480006510.4 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | EPO | Filed 1/26/2004 | 04705252.7 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | India | Filed 7/25/2005 | 3287/DELNP/2005 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | Japan | Filed 1/24/2004 | 2006-502998 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | S. Korea | Filed 1/26/2004 | 10-2005-7013705 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | Mexico | Filed 1/26/2004 | PA/a/2005/007891 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | USA | Granted 9/27/2005 | 6948347 | 2002-COR-00038 |
| Severstal Sparrows Point, LLC | Graphical rolled steel sheet flatness display and method of using same | USA | Granted 6/5/2007 | 7225652 | 2002-COR-00038C |
| Severstal Sparrows Point, LLC | Off-gas hood for a basic oxygen furnace and method of repair | USA | Granted 7/11/2000 | 6086817 | 250-100-010-SPP |
| Severstal Sparrows Point, LLC | Molten metal slide gate valve | USA | Granted 3/31/1992 | 5100034 | 300-305-007-SPP |
| Severstal Sparrows Point, LLC | Apparatus for retaining slag during the discharge of molten metal from a tundish | USA | Granted 1/28/1992 | 5083754 | 300-305-010-SPP |
| Severstal Sparrows Point, LLC | Four-high mill stand roll change device, a method of retrofit, and a roll change device therefrom | USA | Granted 6/25/2002 | 6408667 | 350-110-002-SPP |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Australia | Granted 12/11/2003 | 768442 | 600-105-020 |

| Owner | Title | Jurisdiction | Status | App No/ Pat No. | Docket No. |
|-------------------------------|--|--------------|-----------------------|-----------------|-------------|
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Australia | Filed 5/12/2006 | 2006202000 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Australia | Granted 3/16/2006 | 2002300705 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | Australia | Granted 3/4/2008 | 2003200195 | 600-105-020 |
| Severstal Sparrows Point, LLC | Process for applying a metallic coating, an intermediate coated product, and a finish coated product | Australia | Granted 8/5/2010 | 2006266187 | |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Brazil | Granted 8/17/2010 | PI 0014608-0 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Brazil | Granted 19/29/2010 | PI 0202689-9 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | Brazil | Filed 12/26/2002 | PI 0205486-8 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Canada | Granted 9/25/2007 | 2380891 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Canada | Granted 12/4/2007 | 2391476 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | Canada | Granted 12/4/2002 | 2413521 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | EPO | Filed 8/24/2000 | 00957724.8 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | EPO | Granted 1/17/2007 | 1428898 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Germany | Granted 7/5/2007 | 20221742.6 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Indonesia | Granted 6/30/2003 | ID 0 011 136 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Indonesia | Granted 11/24/2006 | P00200200473 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | Indonesia | Filed 12/19/2002 | P00200200845 | 600-105-020 |

| Owner | Title | Jurisdiction | Status | App No/ Pat No. | Docket No. |
|-------------------------------|---|--------------|--|------------------|-------------|
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Japan | Granted 12/16/2005 | 3751879 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Japan | Filed 12/16/2005 | 2005-287828 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | S. Korea | Granted 6/4/2005 | D495443 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Malaysia | Filed 1/8/2002 | 20020047 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Malaysia | Filed 7/4/2002 | 20022542 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | Malaysia | Filed 12/5/2002 | 20024584 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Mexico | Filed 8/24/2000 | PA/a/2002/001708 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Mexico | Filed 4/21/2006 | PA/w/2006/004474 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Mexico | Granted 4/27/2006 | 236252 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | Mexico | Filed 9/26/2003 | PA/a/2003/006768 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | New Zealand | Granted 1/5/2004 | 516750 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | New Zealand | Granted 1/15/2004 | 519954 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | New Zealand | Granted 9/9/2004 | 523419 | 600-105-020 |
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | PCT | National Phase in countries listed below 12/20/2006 | PCT/US06/48750 | 600-105-020 |
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | Australia | Pending 12/20/2006 | 2006350208 | |

| Owner | Title | Jurisdiction | Status | App No/ Pat No. | Docket No. |
|-------------------------------|--|--------------|-----------------------------|-----------------|-------------|
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | Canada | Pending 12/20/2006 | 2667189 | |
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | EPO | Pending 12/20/2006 | 2006847899 | |
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | Japan | Pending 12/20/2006 | 2009535250 | |
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | Korea | Pending 12/20/2006 | 20097008177 | |
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | Mexico | Pending 12/20/2006 | 200920090045 | |
| Severstal Sparrows Point, LLC | Process for applying a metallic coating, an intermediate coated product, and a finish coated product | PCT | National Phase 6/23/2006 | PCT/US06/024532 | 600-105-020 |
| Severstal Sparrows Point, LLC | Process for applying a metallic coating, an intermediate coated product, and a finish coated product | Canada | Granted 9/15/2009 | 2611888 | |
| Severstal Sparrows Point, LLC | Process for applying a metallic coating, an intermediate coated product, and a finish coated product | EPO | Pending 6/23/2006 | 2006813213 | |
| Severstal Sparrows Point, LLC | Process for applying a metallic coating, an intermediate coated product, and a finish coated product | Taiwan | Filed 9/9/2006 | 95122479 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Taiwan | Granted 5/14/2004 | 195200 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Taiwan | Granted 4/1/2005 | 230205 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | Thailand | Filed 4/1/2005 | 075162 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | Thailand | Granted 8/10/2006 | 20344 | 600-105-020 |
| Severstal Sparrows Point, LLC | Method for polishing and aluminum-zinc hot-dip coating | USA | Issued 4/20/2010 | 7699686 | 600-105-020 |
| Severstal Sparrows Point, LLC | Process for applying a metallic coating, an intermediate coated product, and a finish coated product | USA | Issued 8/19/2008 | 7413769 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | USA | Granted 10/22/2002 | 6468674 | 600-105-020 |

| Owner | Title | Jurisdiction | Status | App No/ Pat No. | Docket No. |
|--|---|--------------|---|-----------------|-------------|
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | USA | Granted 5/9/2006 | 7041386 | 600-105-020 |
| Severstal Sparrows Point, LLC | Coating composition for steel product, a coated steel product, and a steel product coating method | USA | Granted 8/27/2002 | 6440582 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | USA | Granted 2/10/2004 | 6689489 | 600-105-020 |
| Severstal Sparrows Point, LLC | Composition for controlling spangle size, a coated steel product, and a coating method | USA | Granted 7/3/2007 | 7238430 | 600-105-020 |
| Severstal Sparrows Point, LLC | Apparatus for measuring bath level in a basic oxygen furnace to determine lance height adjustment | USA | Granted 8/27/2002 | 6440355 | 600-105-020 |
| Severstal Sparrows Point, LLC | Method for measuring bath level in a basic oxygen furnace to determine lance height adjustment | USA | Granted 9/28/2004 | 6797032 | 600-105-020 |
| Severstal Sparrows Point, LLC | Method and apparatus for polishing an aluminum-zinc alloy hot-dip coating and the product therefrom | USA | Pending 6/3/2010 | 12/696,070 | |
| Main Steel Polishing Company, Inc. and Record owner in Canada remains ISG Technology ^a | Faux stainless steel and method of making such | PCT | National phase in Canada only with as CA 2614206 Filed 6/9/2006 | PCT/US06/022502 | 600-105-020 |

Severstal Wheeling, LLC

| Owner | Title | Jurisdiction | Status | App No/ Pat No. | Docket No. |
|--|------------|--------------|--------|-----------------|------------|
| Wheeling Corrugating Company (a division of Severstal Wheeling, LLC) | Crimp Tool | USA | Active | 7,621,165 | |

Patent Licenses

Severstal Sparrows Point, LLC

1. License Agreement, dated June 1992, by and between Bethlehem Steel Corporation [succeeded in interest by Severstal Sparrows Point, LLC] and Hoogovens Technical Services USA.
2. Assignment and Cure of Agreements Letter Agreement, dated April 29, 2003, by and between International Steel Group Inc. and Danieli Corus USA Inc.

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

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of March, 2011, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCE"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among RG Steel, LLC, a Delaware limited liability company ("Parent"), Severstal Sparrows Point, LLC, a Delaware corporation ("Sparrow"), Severstal Wheeling, LLC, a Delaware limited liability company ("Wheeling"); and together with Sparrow, each individually a "Borrower" and collectively, "Borrowers", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, the Security Agreement, dated as of March 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral");

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

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by

the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Patent Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SEVERSTAL SPARROWS POINT, LLC

By: Richard D. Canuso
Name: Richard D. Canuso
Title: VP/CTO

SEVERSTAL WHEELING, LLC

By: Richard D. Canuso
Name: Richard D. Canuso
Title: VP/CTO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Patent Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SEVERSTAL SPARROWS POINT, LLC

By: _____
Name: _____
Title: _____

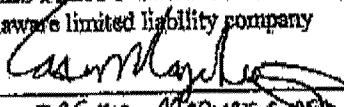
SEVERSTAL WHEELING, LLC

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: CASIMIR MARZKE
Title: DIRECTOR

Patent Security Agreement

3. Letter and Invoice, dated, respectively, January 19 and 15, 2001, from Danieli Corus USA Inc. to Bethlehem Steel Corporation [succeeded in interest by Severstal Sparrows Point, LLC].
4. Nondisclosure and Technology Development Agreement, dated June 18, 2003, by and between ISG Technologies Inc. and Main Steel Polishing Company, Inc.
5. Equipment Lease, dated January 25, 2007, between Mittal Steel USA and Minteq International Inc.

Severstal Wheeling, LLC

1. Process License Agreement between Techint Compagnia Tecnica Internazionale S.p.A. and Wheeling-Pittsburgh Steel Corporation [now named Severstal Wheeling, LLC], dated June 12, 2003.
2. Service Agreement, dated January 12, 2009, by and between Wheeling Pittsburgh South Division and ThermoFisher Scientific, and letter in respect thereof.
3. Services Agreement, dated April 15, 2005, by and between Wheeling-Pittsburgh Steel Corporation [now named Severstal Wheeling, LLC] and Northrop Grumman Commercial Systems, Inc., as amended on April 11, 2008.