

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Conveyance of Assets Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Hamilton Steel GP Inc., in its capacity as general partner on behalf of Hamilton Steel Limited Partnership	12/14/2007
RECEIVING PARTY DATA	
Name:	U.S. STEEL CANADA INC.
Street Address:	368 Wilcox Street
City:	Hamilton
State/Country:	CANADA
Postal Code:	L8L8K5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5310521
CORRESPONDENCE DATA	
Fax Number:	(416)865-7048
Phone:	4163074195
Email:	usptomail@mcmillan.ca
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Yasin Bismilla - McMillan LLP
Address Line 1:	181 BAY STREET
Address Line 2:	Suite 4400
Address Line 4:	Toronto, CANADA M5J2T3
ATTORNEY DOCKET NUMBER:	207339
NAME OF SUBMITTER:	Yasin Bismilla
Total Attachments: 3 source=hamiltonsteel#page1.tif source=hamiltonsteel#page2.tif source=hamiltonsteel#page3.tif	

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CONVEYANCE OF ASSETS

THIS AGREEMENT is made December 14, 2007

BETWEEN:

HAMILTON STEEL GP INC., a corporation governed by the laws of Canada,

(hereinafter called "Hamilton GP")

- and -

U. S. STEEL CANADA INC. (formerly Stelco Inc.), a corporation governed by the laws of Canada,

(hereinafter called "U. S. Steel Canada")

- and -

HAMILTON STEEL LIMITED PARTNERSHIP, a limited partnership governed by the laws of the Province of Ontario,

(hereinafter called "Hamilton LP" or the "Partnership")

RECITALS:

- A. Hamilton GP, as general partner, and Stelco Inc. ("Stelco"), as limited partner, formed and entered into the Partnership and caused to be filed a Declaration under the *Limited Partnerships Act* (Ontario) forming Hamilton LP as a limited partnership under the laws of the Province of Ontario.
- B. Hamilton GP and Stelco entered into a limited partnership agreement dated as of March 1, 2006, as amended May 7, 2007 (the "**Limited Partnership Agreement**") for the purpose of governing their respective rights and obligations with respect to Hamilton LP.
- C. United States Steel Corporation ("U. S. Steel"), 1344973 Alberta ULC ("Subco") and Stelco entered into an arrangement agreement dated as of August 26, 2007 as amended September 19, 2007 (the "**Arrangement Agreement**") pursuant to which Subco, an indirect, wholly owned subsidiary of U. S. Steel, acquired all of the outstanding common shares in the capital of Stelco pursuant to a court approved plan of arrangement (the "**Plan of Arrangement**") under Section 192 of the *Canada Business Corporations Act*.
- D. Following the Plan of Arrangement, Stelco filed articles of amendment dated October 31, 2007 changing its name to "U. S. Steel Canada Inc." U. S. Steel Canada and Hamilton Steel GP are hereinafter collectively called the "**Partners**".
- E. Hamilton GP and U. S. Steel Canada are the only partners in the Partnership and the interests of the Partners in Hamilton LP are as follows:

- (a) U. S. Steel Canada as to a 99.99% interest; and
 - (b) Hamilton GP as to a 0.01% interest.
- F. The Parties have entered into an agreement (the "Dissolution Agreement") providing for: (i) the settlement of intercompany accounts between the Parties; (ii) the assumption of liabilities of Hamilton LP by U. S. Steel Canada; (iii) the transfer of all the property of the Partnership to U. S. Steel Canada and Hamilton GP, respectively, and the dissolution of the Partnership; and (iv) the wind-up of Hamilton GP.
- G. Section 1.2 of the Dissolution Agreement establishes the time at which each transaction contemplated by the Dissolution Agreement shall occur.
- H. Section 4.1 of the Dissolution Agreement provides that following the assumption by U. S. Steel Canada of the Partnership Liabilities pursuant to Article 3 of the Dissolution Agreement, all of the property of Hamilton LP shall be conveyed to U. S. Steel Canada and Hamilton GP, respectively.

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

1. Effective at the time provided in Section 1.2 of the Dissolution Agreement for the conveyance of the property of the Partnership to U. S. Steel Canada and Hamilton GP, respectively, the legal and beneficial right, title, and interest of Hamilton LP in and to the Hamilton GP Receivable is hereby transferred to Hamilton GP and the legal and beneficial right, title and interest of Hamilton LP in and to all of its property, assets and business, both real and personal, movable and immovable, wherever situate, including without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts and goodwill, including the goodwill of the name and all rights of whatsoever nature and kind, except for the Hamilton GP Receivable, is hereby conveyed to U. S. Steel Canada.
2. "Hamilton GP Receivable" means that portion of the receivable of Hamilton LP owing from Lake Erie Coke LP having a fair market value equal to the fair market value of the 0.01% interest of Hamilton GP in the Partnership at the time of the dissolution of the Partnership as contemplated in Article 4 of the Dissolution Agreement.
3.
 - (a) Time is of the essence in the performance of the respective obligations of the Parties hereto.
 - (b) This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
 - (c) This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS OF WHICH the parties have executed this Agreement.

HAMILTON STEEL GP INC.

By: Donald C. Ross

Name: Donald C. Ross, director, U. S.
Steel Canada Inc. pursuant to a
shareholder declaration of U. S. Steel
Canada Inc. as sole shareholder of
Hamilton Steel GP Inc.

U. S. STEEL CANADA INC.

By: Donald C. Ross

Name: Donald C. Ross
Title: Director

**HAMILTON STEEL GP INC., in its capacity
as general partner on behalf of HAMILTON
STEEL LIMITED PARTNERSHIP**

By: Donald C. Ross

Name: Donald C. Ross, director, U. S.
Steel Canada Inc. pursuant to a
shareholder declaration of U. S. Steel
Canada Inc. as sole shareholder of
Hamilton Steel GP Inc.