

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EVRAZ INC. NA CANADA	11/07/2014
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK MELLON, AS AGENT
Street Address:	101 BARCLAY STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6024646
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-906-1200
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Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
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ATTORNEY DOCKET NUMBER:	049133-0102
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/07/2014
Total Attachments: 6	
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PATENT

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 7, 2014, is made by CF&I Steel, L.P., a Delaware limited partnership ("CF&I Steel") located at 200 Randolph Drive, Suite 7800, Chicago, Illinois 60601 and Evraz Inc. NA Canada, a corporation amalgamated under the federal laws of Canada ("EICA") located at 200 Randolph Drive, Suite 7800, Chicago, Illinois 60601 (each a "Grantor" and, together, the "Grantors"), in favor of THE BANK OF NEW YORK MELLON, a New York Banking Corporation ("BONY") located at 101 Barclay Street, New York, New York 10286, as trustee and U.S. collateral agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of November 7, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among EICA as Issuer, Evraz North America Limited, a limited company formed under the laws of England and Wales ("Parent"), the other Grantors party thereto, BONY, as Trustee and co-collateral agent, and BNY Trust Company of Canada, as co-collateral agent, EICA has issued 7.50% Senior Secured Notes due 2019;

WHEREAS, each of Evraz Inc. NA, Evraz Claymont Steel, Inc., Colorado and Wyoming Railway Company, CF&I Steel, Camrose Pipe Corporation, OSM Distribution, Inc., Oregon Steel Mills Processing, Inc., New CF&I, Inc., East Metals Services, Inc., General Scrap Inc. and Evraz Trade NA, LLC (collectively, the "U.S. Grantors") has agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure its Secured Obligations (as defined in the Security Agreement);

WHEREAS, EICA and the other EICA Grantors (as defined in the EICA Canadian Security Agreement, defined below) have agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "EICA Canadian Security Agreement"), to secure their Secured Obligations (as defined in the EICA Canadian Security Agreement);

WHEREAS, Canadian National Steel Corporation has agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Canadian National Steel Canadian Security Agreement"), to secure its Secured Obligations (as defined in the Canadian National Steel Canadian Security Agreement); and

WHEREAS, pursuant to the Security Agreement in respect of the U.S. Grantors and the EICA Canadian Security Agreement in respect of EICA and the other EICA Grantors, each of the Grantors is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent for the benefit of the Secured Parties follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the EICA Canadian Security Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor under the Security Agreement or the EICA Canadian Security Agreement, as applicable, hereby pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of such Grantor's intellectual property rights in and to all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including, without limitation, (i) each patent and patent application listed on Schedule I, (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world;

to the extent not otherwise included, all proceeds, commercial tort claims, insurance claims and other rights to payment related to any other Collateral not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing;

provided, however, that in no event shall the Security Interest granted under this Section attach to and the term Patent Collateral shall not include any Excluded Property; provided further, that, if and when any Property shall cease to be Excluded Property, or Lien on and security interest in such property shall be deemed granted herein.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the (i) Security Agreement and (ii) with respect to EICA and the other EICA Grantors, the EICA Canadian Security Agreement and each Grantor hereby acknowledges and agrees 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 or EICA Canadian Security Agreement, as applicable to such Grantor, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between such Grantor and Agent, such Grantor assumes full and complete responsibility for the prosecution, defense, enforcement or any other actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security 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.

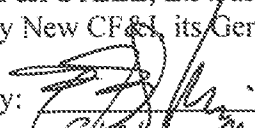
Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control. Until a Discharge of ABL Obligations, any obligations herein to physically deliver Collateral constituting ABL Priority Collateral to Agent or to give control over any Collateral constituting ABL Priority Collateral to Agent shall be satisfied if such possession or control is given to the ABL Collateral Agent. If a Pari Passu Intercreditor Agreement is entered into after the date hereof, the Lien and security interest granted to Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Agent hereunder shall be subject to the provisions of the Pari Passu Intercreditor Agreement and in the event of any conflict or inconsistency between the terms of the Pari Passu Intercreditor Agreement and this Agreement, the terms of the Pari Passu Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

CF&I STEEL, L.P., as Grantor
By New CF&I, its General Partner

By: 
Name: Glenda Minor
Title: SVP CFO

EVRAZ INC. NA CANADA, as Grantor

By: 
Name: Glenda Minor
Title: SVP CFO

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK MELLON
as Agent

By: 

Name: Stacey Poindexter
Title: Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE I TO
PATENT SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

Title	Country	Patent No. / Granted	Serial No. / Filed	Owner
Carbon-titanium steel rail	U.S.	7,217,329 2007/05/15	10/228802 2002/08/26	CF&I Steel, L.P.
High impact and wear resistant steel	U.S.	7,288,159 2007/10/30	10/120471 2002/04/10	CF&I Steel, L.P.
Wheel-type transmit/receive ultrasonic inspection device with constant internal liquid sound path	U.S.	6,571,636 2003/06/03	09/661599 2000/09/14	CF&I Steel, L.P.
Swaged Pin End of Pipe Connection	U.S.	6,024,646 2000/02/15	08/942866 1997/10/02	Evrax Inc. NA Canada