#### 505070354 08/29/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5117110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
WELLS FARGO CAPITAL FINANCE CORPORATION CANADA	08/16/2018

### **RECEIVING PARTY DATA**

Name:	STELCO INC.
Street Address:	386 WILCOX STREET
City:	HAMILTON, ONTARIO
State/Country:	CANADA
Postal Code:	L8L 8K5

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6528010

### **CORRESPONDENCE DATA**

Fax Number: (416)868-0673

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.

Phone: 416-601-7765 Email: bbell@mccarthy.ca

**Correspondent Name:** BETHANNE BELL, MCCARTHY TÉTRAULT LLP

Address Line 1: SUITE 5300, TD BANK TOWER

Address Line 2: BOX 48, 66 WELLINGTON STREET WEST Address Line 4: TORONTO, ONTARIO, CANADA M5K 1E6

ATTORNEY DOCKET NUMBER:	115003-508894
NAME OF SUBMITTER:	BETHANNE BELL
SIGNATURE:	/Bethanne Bell/
DATE SIGNED:	08/29/2018

## **Total Attachments: 4**

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> **PATENT** REEL: 046744 FRAME: 0265 505070354

### RELEASE OF SECURITY AND DISCHARGE

To: Stelco Inc. (the "**Borrower**")

From: Wells Fargo Capital Finance Corporation Canada, as administrative agent (the

"Agent")

Reference is made to the credit agreement dated as of June 30, 2017, as amended by a first amendment dated October 13, 2017, a second amendment and consent dated December 11, 2017, a third amendment and waiver dated April 13, 2018, a fourth amendment and consent dated June 5, 2018 and a fifth amendment (the "Fifth Amendment") dated as of the date hereof (collectively, the "Credit Agreement") between, inter alios, the Borrower, the Agent, as administrative agent for each member of the Lender Group and the Bank Product Providers (each term as defined in the Credit Agreement) and the lenders parties thereto (collectively, the "Lenders"). Capitalized terms not otherwise defined herein shall have the respective meanings in the Credit Agreement.

WHEREAS the Agent and the Lenders have lent money or extended credit to the Borrower pursuant to the Credit Agreement and, in connection therewith, have taken or received Security Interests in some or all of the assets of the Borrower as security for some or all of the Obligations;

AND WHEREAS the Agent and the Lenders have agreed to release and discharge the Security Interests (exclusive of any Security Interest in the Collateral) against the Borrower created pursuant to the Loan Documents listed in Schedule "A" hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Agent, the Agent agrees as follows:

- 1. In this Release of Security and Discharge:
  - "Security Interest" means any security interest, assignment, mortgage, charge, pledge, lien, hypothec, security created under the Bank Act (Canada), encumbrance securing or in effect securing any obligation, conditional sale or title retention agreement or security interest whatsoever, howsoever created or arising, whether absolute or contingent, fixed or floating, legal or equitable, perfected or not.
- 2. Pursuant to the Fifth Amendment, the Agent, on behalf of the Lenders, hereby releases and discharges (a) the Security Interests granted by the Borrower in favour of the Agent with respect to the assets of the Borrower not constituting Collateral, including without limitation, all of the Security Interests granted pursuant to the Loan Documents listed in Schedule "A" (for greater certainty, exclusive of any Security Interest in the Collateral); and (b) each of the Loan Documents listed in Schedule "A".
- 3. In order to effect the releases, discharges and terminations set out in Section 2, the Agent will, at the expense of the Borrower, promptly execute and deliver to the Borrower, as it may reasonably request, registrable discharges and releases of the Security Interests and Loan Documents listed in Schedule "A" now held by or in favour of the Agent or any

115003/508894 MT DOCS 18182065v6 caveat, financing statement, financing change statement or notice in respect thereof held by or in favour of the Agent as direct or indirect security for the Obligations. Further, the Agent, on behalf of the Lenders, specifically authorizes and directs McCarthy Tétrault LLP to discharge the registrations of the Security Interests listed in Schedule "A" hereto made in favour of the Agent against the Borrower upon the approval by such Borrower or its counsel.

- 4. This Release of Security and Discharge is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 5. This Release of Security and Discharge will enure to the benefit of the addressees hereof and their respective successors and assigns and is binding upon the Agent, the Lenders and their respective successors and assigns.

115003/508894 MT DOCS 18182065v6 DATED August 16th, 2018.

WELLS FARGO CAPITAL ENANCE CORPORATION CANADA

Per:

Name:

Title:

Carmela Massari Senior Vice President Wells Fargo Capital Finance Corporation Canada

[Signature Page to Release Letter]

### **SCHEDULE "A"**

1. Intellectual Property Security Agreement, dated June 30, 2017, granted by Borrower in favour of the Agent, with respect to the following:

# Canada (Issued Patents)

Number	Patent	Comments
CA2399273	Molten metal handling vessel	Expires 7 Feb 21

# Canada (Registered Trade-marks)

Name of Current Owner	Name of Trade-mark	Application Number	Registration Number
Stelco. Inc.	LAKE ERIE WORKS	1410478	TMA753882
Stelco Inc.	HAMILTON WORKS	1369368	TMA822442
Stelco Inc.	StelVit	1257324	TMA675213
Stelco Inc.	StelPhase	1123741	TMA598690
Stelco Inc.	STELCO	0130134	TMDA40099
Stelco Inc.	Stelcolour	1257326	TMA675214
Stelco Inc.	STELMAX	0369295	TMA206348
Stelco Inc.	StelBake	1123742	TMA598559

US Intellectual Property Security Agreement dated July 27, 2017, granted by Borrower in 2. favour of the Agent, with respect to the following:

## United States (Issued Patents)

Number	Patent	Comments
6,528,010	Molten Metal Handling Vessel	Expires 7 Feb 21

## United States (Registered Trade-marks)

Registration No.	Trade-mark	Comments
0855764	STELCO	Expired

- 3. Assignment of Material Contracts, dated June 30, 2017, in respect of:
  - **HW Nominee** (a)
  - LEW Nominee (b)

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**PATENT** REEL: 046744 FRAME: 0269

**RECORDED: 08/29/2018**