

05-24-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102102189

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Steel Dynamics, Inc.

5.20.02

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and Address of receiving party(ies)  
Name: JPMorgan Chase Bank  
Internal Address: \_\_\_\_\_  
Street Address: 270 Park Avenue  
City: New York State: NY Zip: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: New York  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached:  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: March 26, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)    76/105,281  
76/105,275    76/105,282

B. Trademark Registration No.(s)  
2,155,255

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Intellectual Property Docketing  
 Internal Address: SHEARMAN & STERLING  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 599 Lexington Avenue  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: ..... 4

7. Total fee (37 CFR 3.41) ..... \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:  
50-0324  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

David M. Klein                      \_\_\_\_\_                      May 9, 2002  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/23/2002 TDIAZ1 00000091 76105281

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

NYDOCS04/342979.1

TRADEMARK REEL: 002513 FRAME: 0055

# Continuation of Recordation Form Cover Sheet

## Continuation of Box 1.

2. Name of conveying party(ies):

Iron Dynamics, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

3. Name of conveying party(ies):

SDI Investment Company

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

**No additional Pages**

# 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 March 26, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of JPMorgan Chase Bank, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Steel Dynamics, Inc., an Indiana corporation, has entered into a Credit Agreement dated as of March 26, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with the Lender Parties party thereto, JPMorgan Chase Bank, as Administrative Agent, JPMorgan Chase Bank, as Collateral Agent and Morgan Stanley Senior Funding, Inc., as Arranger. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated March 26, 2002 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the United States, international, and foreign patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");
- (ii) the United States and foreign trademark and service mark registrations and applications set forth in Schedule B hereto (the "*Trademarks*");
- (iii) the copyrights and United States and foreign copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

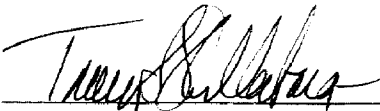
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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 IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

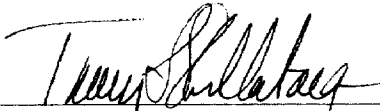
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

STEEL DYNAMICS, INC.

By   
Name: Tracy L. Shellabarger  
Title: Vice President

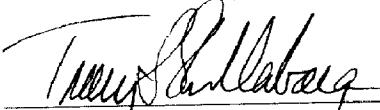
Address for Notices:  
6714 Pointe Inverness Way, Suite 200  
Fort Wayne, Indiana 46804  
Attention: Tracy Shellabarger  
Facsimile: (219) 969-3592

SDI INVESTMENT COMPANY

By   
Name: Tracy L. Shellabarger  
Title: President

Address for Notices:  
6714 Pointe Inverness Way, Suite 200  
Fort Wayne, Indiana 46804  
Attention: Tracy Shellabarger  
Facsimile: (219) 969-3592

IRON DYNAMICS, INC.

By   
Name: Tracy L. Shellabarger  
Title: Secretary

Address for Notices:  
6714 Pointe Inverness Way, Suite 200  
Fort Wayne, Indiana 46804  
Attention: Tracy Shellabarger  
Facsimile: (219) 969-3592

**EXHIBIT A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>Grantor</b>	<b>Patents</b>	<b>Country</b>	<b>Patent No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Iron Dynamics, Inc.	Mixed Bed Iron Reduction Process	U.S.	5,972,066			10/26/99
Iron Dynamics, Inc.	Method for Upgrading Iron Ore Utilizing Multiple Magnetic Separators	U.S.	5,961,055			10/5/99
Iron Dynamics, Inc.	Method for Upgrading Iron Ore Utilizing Multiple Magnetic Separators	Canada		2309611	11/5/98	
Iron Dynamics, Inc.	Mixed Bed Iron Reduction Process	South Africa	98/8503			6/30/99 (To be abandoned)
Iron Dynamics, Inc.	Mixed Bed Iron Reduction Process	Japan		546188/98	4/22/98 (Abandonment date 4/22/06)	

**EXHIBIT B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>Grantor</b>	<b>Trademarks and Trade Names</b>	<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
SDI Investment Company	SDI. and design	U.S.		2,155,255			5/5/98
SDI Investment Company	STEEL DYNAMICS, INC. and design	U.S.			76\105,281	8/8/00	
SDI Investment Company	STEEL DYNAMICS and design	U.S.			76\105,275	8/8/00	
SDI Investment Company	SDI and design	U.S.			76\105,282	8/8/00	

SCHEDULE C  
TO THE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.