

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

Citicorp USA, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - **Delaware**
 Other

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

2. Name and Address of receiving party(ies)

**National Steel Corporation
4100 Edison Lakes Parkway
Mishawaka, Indiana 46565**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - **Delaware**
 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: **Release of Trademark Security Agreement**

Execution Date: **May 20, 2003**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76118891
76298749
76267862

B. Trademark Registration No(s).

PLEASE SEE ATTACHED

Additional numbers attached? Yes No

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

**Maria Lijoi, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **28**

7. Total fee (37 CFR 3.41) **\$715**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 694990/3)

8. Deposit Account No. **19-2385**

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.

Maria Lijoi

Name

Maria Lijoi
Signature

May 28, 2003

Date

Total number of pages including cover sheet, attachments, and document: **9**

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CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	1921935
	1931045
	1676549
	1672364
	1728868
	1672363
	1541216
	1543241
	1500964
	1304681
	1268872
	1246827
	1066079
	1023121
	912309
	876250
	844863
	827767
	818546
	800903
	797043
	788378
	787426
	740445
	728430

RELEASE

This RELEASE is given as of this 20th day of May 2003 by Citicorp USA, Inc., a Delaware corporation ("Assignor"), located at 388 Greenwich Street, 19th Floor, New York, New York 10013, in favor of National Steel Corporation, a Delaware corporation ("Assignee"), located at 4100 Edison Lakes Parkway, Mishawaka, Indiana 46565.

WHEREAS, pursuant to a Pledge and Security Agreement dated as of September 28, 2001 (the "Security Agreement"), by and between Assignee and Assignor, Assignee granted a security interest in the Trademark Collateral (as defined in the Security Agreement), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto (collectively, the "Trademarks"), which security interest was recorded in the United States Patent and Trademark Office ("PTO") on February 5, 2002 at Reel 2464/Frame 0829 by a Trademark Security Agreement dated as of September 28, 2001 (the "Trademark Agreement"), by and between Assignee and Assignor, pursuant to which Assignee collaterally assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Assignor for the benefit of the Secured Parties (as defined in the Security Agreement), and granted to Assignor 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 Trademark Collateral, including without limitation, the Trademarks; and

WHEREAS, Assignee has satisfied all of its obligations, including without limitation, the Secured Obligations (as defined in the Security Agreement), under the above referenced Security Agreement and Trademark Agreement, and Assignor desires to release any and all liens on and security interests in the Trademark Collateral, including without limitation, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, and releases any and all liens on and security interests in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this **RELEASE** to be duly executed by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR
Citicorp USA, Inc.

By: 

Name: MILES D. McMANUS
Title: Vice President and Director

Accepted and Acknowledged:

ASSIGNEE
National Steel Corporation

By: _____
Name:
Title:

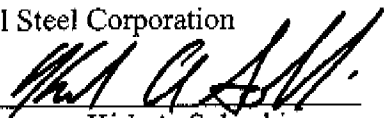
IN WITNESS WHEREOF, Assignor has caused this RELEASE to be duly executed by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR
Citicorp USA, Inc.

By: _____
Name:
Title:

Accepted and Acknowledged:

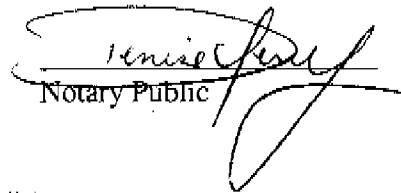
ASSIGNEE
National Steel Corporation

By: 
Name: Kirk A. Sobecki
Title: Senior Vice President and
Chief Financial Officer

STATE OF New York)
) SS.
 COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that **Miles D. McManus** personally known to me to be the **Vice President** of Citicorp USA, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 20 day of May 2003.


 Notary Public

My commission expires: _____ DENISE C. PERRY
 Notary Public State Of New York
 No. 01PE6045304
 Qualified in Nassau County
 Commission Expires: 07/31/20 06

"Certificate filed New York County"

SCHEDULE A
TRADEMARKS

See attached schedule.



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS
National Steel Corporation:

<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>
7611891		N
76298749		NAX
76267862		NAAMS GLOBAL STANDARD COMPONENTS
74549401	1921935	ACRGS ASSEMBLY COST REDUCTION GROUP STANDARDS
74547636	1931045	NORTH AMERICAN AUTOMOTIVE METRIC STANDARDS NAAMS
74086416	1676549	NAPAC-F
74086407	1672364	NSQ
74086406	1728868	NSQ K
74086391	1672363	NAPAC
73761689	1541216	NATEN
73759121	1543241	N NATIONAL STEEL
73697192	1500964	POWERPANEL
73414131	1304681	STRONGPANEL
73362939	1268862	NATIONAL ALUMINUM
73250886	1246827	STRONGDRAIN

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73104858	1066079	STRONGTRIM
73026816	1023121	NACOR
72331929	0912309	GCX
72273520	0876250	SUPER STRONG
72260875	0844863	WEIRCHROME
72240464	0827767	WEIRNAMEL
72233189	0818546	WEIRALLOY
72215434	0800903	NATIONAL STEEL
72215434	0797043	WEIRTON
72197706	0788378	HERCULES
72193032	0787426	WSX
72131308	0740445	SNO-MAN
72121287	0728430	GLX

B. TRADEMARK APPLICATIONS

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement