

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391715

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-----------------------|
| UNITED STATES STEEL CORPORATION | | 05/10/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | U.S. Bank National Association, as Collateral Agent |
| Street Address: | 225 W Station Square Drive |
| Internal Address: | Suite 620 |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 35

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3535474 | |
| Registration Number: | 0327230 | COR-TEN |
| Registration Number: | 0357996 | FERROSTAN |
| Registration Number: | 1829183 | FLUXTAC |
| Registration Number: | 2088923 | ACRYLUME |
| Registration Number: | 2469301 | U. S. STEEL |
| Registration Number: | 3237492 | ROSS BRIDGE - A CLASSIC AMERICAN RESORT |
| Registration Number: | 3331634 | COR-TEN AZP |
| Registration Number: | 3351127 | KIPC KEYSTONE INDUSTRIAL PORT COMPLEX |
| Registration Number: | 3362583 | ROSS BRIDGE |
| Registration Number: | 3409245 | ROSS BRIDGE |
| Registration Number: | 3433877 | ROSS PARK |
| Registration Number: | 3438861 | ROSS BRIDGE VILLAGE CENTER |
| Registration Number: | 3585535 | TRACE CROSSINGS |
| Registration Number: | 3585536 | TRACE CROSSINGS: FOLLOW A PATH, FIND A D |
| Registration Number: | 3585538 | GRAND RIVER |
| Registration Number: | 3585543 | GRAND RIVER |
| Registration Number: | 3587071 | HILLSBORO |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3662482 | THE PRESERVE: A COMMUNITY OF WELL LOVED |
| Registration Number: | 3897373 | STEELTRACK |
| Registration Number: | 4049099 | USS SAFETY STEEL |
| Registration Number: | 4192790 | MAKING STEEL WORLD COMPETITIVE BUILDING |
| Registration Number: | 4298490 | FLANGE-TEN |
| Registration Number: | 4376566 | TRIP-TEN |
| Registration Number: | 4376567 | DUAL-TEN |
| Registration Number: | 4462158 | CENTURA |
| Registration Number: | 4588872 | ROSSER FARMS |
| Registration Number: | 4609828 | USS CPF UNITED STATES STEEL & CARNEGIE P |
| Registration Number: | 4665003 | WEATHERED METAL SERIES |
| Registration Number: | 4687160 | USS |
| Registration Number: | 4702394 | GALV-TEN |
| Registration Number: | 4714744 | U. S. STEEL |
| Serial Number: | 86058037 | ACRYLUME E PLUS |
| Serial Number: | 86174180 | COPPER-TEN |
| Serial Number: | 86930902 | USS |

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5106

Email: jnull@stblaw.com

Correspondent Name: Amber Harezlak

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509335/2346

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 07/18/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated May 10, 2016, is made by UNITED STATES STEEL CORPORATION, a Delaware corporation (the "Company"), the Subsidiaries of the Company from time to time a party hereto (each a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors"), and together with the Company, the "Grantors", and each, a "Grantor") in favor of U.S. Bank National Association, as Collateral Agent (in such capacity the "Collateral Agent") for the Notes Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors have entered into that certain Indenture, dated as of May 10, 2016 (as supplemented or otherwise modified from time to time, the "Indenture"), by and among the Grantors and the Collateral Agent, as trustee (in such capacity the "Trustee");

WHEREAS, in connection with Indenture, each Grantor has executed and delivered that certain Collateral Agreement, dated as of the date hereof, made by the Grantors to the Collateral Agent (as supplemented or otherwise modified from time to time, the "Collateral Agreement");

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

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including in its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto, collectively the "Collateral").

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Notes Obligations of such Grantor now or hereafter existing under or in respect of the Indenture and the Notes (including any increases of the principal amount outstanding thereunder).

SECTION 4. Recordation. Each Grantor authorizes and requests the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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

UNITED STATES STEEL CORPORATION

As Grantor

By:



Name: Colleen M. Darragh

Title: Vice President & Controller

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005835 FRAME: 0832

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Registrations:

| | Trademark | Reg. # | Appl. # | Owner |
|----|---|---------------|----------------|---------------------------------|
| 1 | [Design Only] | 3,535,474 | 78814027 | United States Steel Corporation |
| 2 | ACRYLUME | 2,088,923 | 75090896 | United States Steel Corporation |
| 3 | CENTURA | 4,462,158 | 85938531 | United States Steel Corporation |
| 4 | COR-TEN | 327,230 | 71363356 | United States Steel Corporation |
| 5 | COR-TEN AZP | 3,331,634 | 78741825 | United States Steel Corporation |
| 6 | DUAL-TEN | 4,376,567 | 85842279 | United States Steel Corporation |
| 7 | FERROSTAN | 357,996 | 71403240 | United States Steel Corporation |
| 8 | FLANGE-TEN | 4,298,490 | 77934791 | United States Steel Corporation |
| 9 | FLUXTAC | 1,829,183 | 74363927 | United States Steel Corporation |
| 10 | GALV-TEN | 4,702,394 | 86174222 | United States Steel Corporation |
| 11 | GRAND RIVER | 3,585,538 | 77375624 | United States Steel Corporation |
| 12 | GRAND RIVER | 3,585,543 | 77376371 | United States Steel Corporation |
| 13 | HILLSBORO | 3,587,071 | 77578925 | United States Steel Corporation |
| 14 | KIPC KEYSTONE INDUSTRIAL PORT COMPLEX | 3,351,127 | 77117179 | United States Steel Corporation |
| 15 | MAKING STEEL WORLD COMPETITIVE BUILDING VALUE | 4,192,790 | 85295337 | United States Steel Corporation |
| 16 | ROSS BRIDGE | 3,362,583 | 78969891 | United States Steel Corporation |
| 17 | ROSS BRIDGE | 3,409,245 | 78969789 | United States Steel Corporation |
| 18 | ROSS BRIDGE - A CLASSIC AMERICAN RESORT TOWN | 3,237,492 | 78969979 | United States Steel Corporation |
| 19 | ROSS BRIDGE VILLAGE CENTER | 3,438,861 | 77056080 | United States Steel Corporation |

[Schedule A to Trademark Security Agreement]

| | Trademark | Reg. # | Appl. # | Owner |
|----|---|---------------|----------------|---------------------------------|
| 20 | ROSS PARK | 3,433,877 | 77056086 | United States Steel Corporation |
| 21 | ROSSER FARMS | 4,588,872 | 86189217 | United States Steel Corporation |
| 22 | STEELTRACK | 3,897,373 | 85038472 | United States Steel Corporation |
| 23 | THE PRESERVE: A COMMUNITY OF WELL LOVED PLACES. | 3,662,482 | 77376394 | United States Steel Corporation |
| 24 | TRACE CROSSINGS | 3,585,535 | 77374476 | United States Steel Corporation |
| 25 | TRACE CROSSINGS: FOLLOW A PATH, FIND A DREAM | 3,585,536 | 77375435 | United States Steel Corporation |
| 26 | TRIP-TEN | 4,376,566 | 85842028 | United States Steel Corporation |
| 27 | U.S. STEEL | 2,469,301 | 75912789 | United States Steel Corporation |
| 28 | U.S. STEEL | 4,714,744 | 86177049 | United States Steel Corporation |
| 29 | USS | 4,687,160 | 86177359 | United States Steel Corporation |
| 30 | USS CPF UNITED STATES STEEL & CARNEGIE PENSION FUND | 4,609,828 | 86209237 | United States Steel Corporation |
| 31 | USS SAFETY STEEL | 4,049,099 | 85289192 | United States Steel Corporation |
| 32 | WEATHERED METAL SERIES | 4,665,003 | 86174269 | United States Steel Corporation |

Applications:

| | Trademark | Reg. # | Appl. # | Owner |
|---|------------------|---------------|----------------|---------------------------------|
| 1 | ACRYLUME E PLUS | N/A | 86058037 | United States Steel Corporation |
| 2 | COPPER-TEN | N/A | 86174180 | United States Steel Corporation |
| 3 | USS | N/A | 86930902 | United States Steel Corporation |

[Schedule A to Trademark Security Agreement]