

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/12/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	United States Steel Corporation		
Street Address:	600 Grant Street		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219-2800		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3535474		
Registration Number:	2088923	ACRYLUME	
Registration Number:	4462158	CENTURA	
Registration Number:	0327230	COR-TEN	
Registration Number:	3331634	COR-TEN AZP	
Registration Number:	4376567	DUAL-TEN	
Registration Number:	0357996	FERROSTAN	
Registration Number:	4298490	FLANGE-TEN	
Registration Number:	1829183	FLUXTAC	
Registration Number:	4702394	GALV-TEN	
Registration Number:	3585538	GRAND RIVER	
Registration Number:	3585543	GRAND RIVER	
Registration Number:	3587071	HILLSBORO	
Registration Number:	3351127	KIPC KEYSTONE INDUSTRIAL PORT COMPLEX	
Registration Number:	4192790	MAKING STEEL WORLD COMPETITIVE BUILDING	
Registration Number:	3362583	ROSS BRIDGE	
Registration Number:	3409245	ROSS BRIDGE	
Registration Number:	3237492	ROSS BRIDGE - A CLASSIC AMERICAN RESORTT	
Registration Number:	3438861	ROSS BRIDGE VILLAGE CENTER	
TRADEMARK			

CH \$890.00 3535474

Property Type	Number	Word Mark
Registration Number:	3433877	ROSS PARK
Registration Number:	4588872	ROSSER FARMS
Registration Number:	3897373	STEELTRACK
Registration Number:	3662482	THE PRESERVE: A COMMUNITY OF WELL LOVED
Registration Number:	3585535	TRACE CROSSINGS
Registration Number:	3585536	TRACE CROSSINGS: FOLLOW A PATH, FIND A D
Registration Number:	4376566	TRIP-TEN
Registration Number:	2469301	U. S. STEEL
Registration Number:	4714744	U. S. STEEL
Registration Number:	4687160	USS
Registration Number:	4609828	USS CPF UNITED STATES STEEL & CARNEGIE P
Registration Number:	4049099	USS SAFETY STEEL
Registration Number:	4665003	WEATHERED METAL SERIES
Serial Number:	86058037	ACRYLUME E PLUS
Serial Number:	86174180	COPPER-TEN
Serial Number:	86930902	USS

CORRESPONDENCE DATA

Fax Number: 2156562498

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: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/williamlbartow/
DATE SIGNED:	06/15/2018

Total Attachments: 6

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Termination and Release of Trademark Security Interest

This **Termination and Release of Trademark Security Interest** (the “Trademark Release”), dated as of June 12, 2018 (the “Effective Date”), 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”) and U.S. Bank National Association, as Collateral Agent (the “Collateral Agent”). Collateral Agent and Grantor are sometimes referred herein as each a “Party” and, collectively, the “Parties.”

WHEREAS, pursuant to the terms of that certain Indenture, dated May 10, 2016, by and between Grantor and Collateral Agent, as Trustee (the “Indenture”) and that certain Trademark Security Agreement, dated May 10, 2016, by the Grantor, as amended, supplemented, restated, replaced or otherwise modified from time to time (the “Security Agreement”), Grantor granted to Collateral Agent a security interest in all of Grantor’s right, title and interest in, to and under certain trademarks, including, without limitation, those items listed on Schedule A hereto, collectively the “Trademark Collateral”, as more fully set forth in the Security Agreement.

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on July 18, 2016 at trademark assignment Reel 5835, Frame 0828.

WHEREAS, pursuant to the terms of that certain Officers’ Certificate, executed by the Company, dated April 10, 2018 (the “Certificate”) and that certain Revised Notice of Redemption, dated April 11, 2018 (the “Revised Notice”), the Company has called for Redemption of its Notes under the Indenture on April 12, 2018.

WHEREAS, the Collateral Agent wishes to terminate and release its lien and security interest in the Trademark Collateral, including, without limitation, those items listed on Schedule A hereto, including all goodwill associated therewith (the “Released Trademark Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby represents, warrants, covenants and agrees, for the benefit of Grantor, as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and/or Indenture, and used herein, have the meaning given to them in the Security Agreement and/or Indenture.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases, and discharges its lien and security interest in all of Grantor’s present and future right, title and interest in and to the Released Trademark Collateral, including all goodwill associated therewith.

3. Further Assurances. Collateral Agent hereby authorizes Grantor to (i) record this Trademark Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademark Collateral, and/or (iii) otherwise record or file this Trademark Release in the applicable foreign or domestic governmental office or agency.

Collateral Agent hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Released Trademark Collateral contemplated hereby.

4. Counterparts. This Trademark Release may be executed in any number of counterparts and by the different Parties hereto 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. Delivery of an executed counterpart of a signature page to this Trademark Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Trademark Release.

5. Successors and Assigns. This Trademark Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. Severability. Each provision of this Trademark Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Release shall remain in full force and effect.

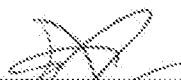
7. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

UNITED STATES STEEL CORPORATION

By: 

Name: ARNE JANN

Title: Treasurer & CFO

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

UNITED STATES STEEL CORPORATION

By: _____

Name: _____

Title: _____

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: Robert P. Pavlovic

Name: ROBERT P. PAVLOVIC

Title: VICE PRESIDENT

SCHEDULE A

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

	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