

FORM PTO-1594 (Rev. 6-93) *meo* 2-24-99
OMB No. 0851-0011 (exp. 4/94)

REC

02-23-1999



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks **100971271**

attached original documents or copy thereof.

meo 2-24-99

1. Name of conveying party(ies):
ISG Resources, Inc.
136 E. South Temple, Suite 1300
Salt Lake City, Utah 84111

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 17, 1999.

2. Name and address of receiving party(ies)
Name: NationsBank, N.A., as Administrative Agent.

Internal Address: NC1-001-15-04
Street Address: 101 N. Tryon Street
City: Charlotte State: NC ZIP: 28255

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other Federally chartered bank under
Comptroller of the Currency

If assignee is not domiciled in the United States, a formal representative designation is attached? Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,248,044	1,911,817
1,010,455	2,004,062
1,623,166	75,085,326

Additional numbers attached? Yes No

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

Name: Stephen R. Sharpless
Internal Address: McGuire Woods Battle & Boothe LLP
02/24/1999 DCDATES 00000050 1248044

6. Total number of applications and registrations involved: **15**

7. Total fee (37 CFR 3.41).....\$ 390.00

Enclosed

Authorized to be charged to deposit account

Street Address: Bank of America Corporate Ctr
Suite 2900, 100 N. Tryon Street
City: Charlotte State: NC ZIP: 28202-4011

8. Deposit account number:

(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.

Melissa C. Batten
Name of Person Signing

Melissa C. Batten
Signature

February 22, 1999
Date

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

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

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Trademark Registration Nos.

1,922,933
1,780,954
1,744,157
1,601,725
1,454,791
1,448,523
1,402,656
1,395,433
1,152,421

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ISG RESOURCES, INC., a Utah corporation (the "Assignor"), having its chief executive office at 136 E. South Temple, Suite 1300, Salt Lake City, Utah 84111, hereby assigns and grants to NATIONSBANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), with offices at NC1-001-15-04, 101 North Tryon Street, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Amended and Restated Pledge and Security Agreement, dated as of January 1, 1999, among the Assignor, the Administrative Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of February, 1999.

ISG RESOURCES, INC., as Assignor

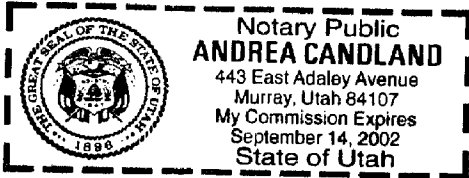
By: [Signature]
Title: Sec. v. P. of General Counsel

STATE OF Utah
County OF Salt Lake

The foregoing instrument was acknowledged before me this 17th day of February, 1999 by BRETT A. HICKMAN as [title] of Sec. v. P. of General Counsel, ISG Resources, Inc. a Utah corporation, on behalf of the corporation.

My commission expires: September 14, 2002

Notarial Seal



Andrea Candland
Notary Public

NATIONSBANK, N.A.,
as Administrative Agent

By: _____
Title:

17th IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of February, 1999.

ISG RESOURCES, INC., as Assignor

By: _____
Title:

STATE OF _____

_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19__ by _____ as [title] of _____, a _____ corporation, on behalf of the corporation.

My commission expires:

Notarial Seal

Notary Public

NATIONSBANK, N.A.,
as Administrative Agent

By: David H. Strick
Title: Vice President

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
1,248,044	USA	05/01/89	ORBALOID
1,010,455	USA	05/13/75	POZICON
1,623,166	USA	12/20/90	ENVIRA-CEMENT
1,911,817	USA	08/23/95	FLO FIL
2,004,062	USA	04/25/95	C-STONE
75,085,326	USA	04/08/96	ALKA PHIX
1,922,933	USA	09/26/95	FLEXBASE
1,780,954	USA	07/13/93	FERRO FLOW
1,744,157	USA	01/05/93	ALSIL
1,601,725	USA	06/19/90	POWERLITE
1,454,791	USA	09/01/87	PEANUT MAKER
1,448,523	USA	07/21/87	FLEXCRETE
1,402,656	USA	07/22/86	GYPCEM
1,395,433	USA	06/03/86	POZZALIME
1,152,421	USA	04/28/81	POZZOLANIC and Design

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Issue or Filing Date</u>
5,433,520	Adams Falls	USA International	07/18/95
08.573,043		USA	
PCT,US96,204,53	Green Zimmerman Jorgensen Jenson	International	12/13/96
European part: 96945253.1		European	12/13/96
5,693,137	Styron	USA	12/02/97
5,565,239	Pike	USA	10/15/96
5,513,755	Heavilon Pike Savage Styron	USA	05/07/96
5,484,480	Styron	USA	01/16/96
5,391,417	Pike	USA	02/21/95
5,299,692	Nelson Heavilon Styron Fletcher	USA	04/05/97
5,199,377	Ghermann, III Anderson Ray Baker, Jr.	USA	04/06/93
5,196,620	Gustin Shannonhouse Styron	USA	03/23/93

5,094,541	Nelson	USA	03/10/92
4,373,958	Jones Boggs	USA	02/15/83
US 94/11799	Styron	PCT	04/27/95
683101	Styron	Australia	10/30/97
724548	Styron	Europe	08/07/96
2068362	Pike	Canada	05/31/94
2,071,139-6	Gustin Shannonhouse Styron	Canada	12/14/92
582008	Gustin Shannonhouse Styron	EP	02/09/94
6144896	Gustin Shannonhouse Styron	Japan	05/24/94