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

Name of conveying party(ies):

International Steel Group Inc.

Individual(s)

General Partnership

Corporation-State DE

Other

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

Nature of conveyance:

Assignment

Security Agreement

Other Holdings Trademark Security Agreement

Merger

Change of Name

Execution Date: May 22, 2002

FINANCE SECTION

6-7-02

Name and address of receiving party(ies)

Name: General Electric Capital Corporation, *as agent*

Internal Address:

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designator is attached:  Yes  No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

06/17/2002 LNUELLER 00000152 1615421

DO NOT USE THIS SPACE

01 F01:401  
02 F01:402

40.00 DP  
125.00 UP

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.

Laura Konrath

Name of Person Signing

Signature

5/28/02

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 Assignment

TRADEMARK

REEL: 002526 FRAME: 0414

Continuation  
Item 4

SCHEDULE I  
to  
HOLDINGS TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENCES  
Of  
INTERNATIONAL STEEL GROUP INC.

U.S. Trademarks

<b>Name</b>	<b>Reg./Appl. No.</b>	<b>Reg. Date</b>	<b>Expires</b>
ELECTRO FLASHCOTE Flat Rolled	1,615,421	10/2/1990	10/2/2010
ELECTRO PAINTLOK Flat Rolled	395,814	6/16/1982	6/15/2002
ELECTRO ZINCBOND Flat Rolled	512,025	7/12/1969	7/12/2009
ELECTRUNITE Flat Rolled	308,660	12/12/1993	12/12/2003
ELECTRUNITE Flat Rolled	309,248	1/9/1994	1/9/2004
LOC Flat Rolled	1,711,154	9/1/1992	9/1/2002

## HOLDINGS TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2002, by INTERNATIONAL STEEL GROUP INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrowers, the other Credit Parties signatory thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor.

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

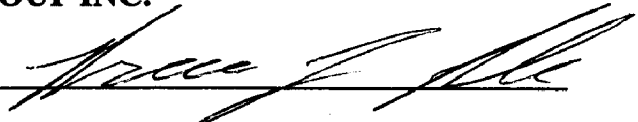
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[signature page follows]**

IN WITNESS WHEREOF, 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.

**INTERNATIONAL STEEL  
GROUP INC.**

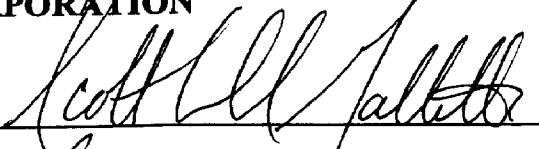
By: 

Name: Bruce J Pole

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: 

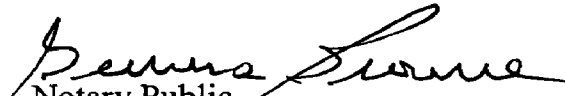
Name: SCOTT MICHAEL GALLETTI

Title: DULY AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK\_\_\_\_)  
  )  
  )      ss.  
COUNTY OF NEW YORK\_\_\_\_)

On this 22<sup>nd</sup> day of May, 2002 before me personally appeared Bruce J. Pole, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of International Steel Group Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

{seal}

GENEVA BROWNE  
Notary Public, State of New York  
No. 24-4692350  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Nov. 30, 2005

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