



09-23-2002



102229831

9.18.02

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective ~~Document~~ Cover Sheet
Reel # 1851 Frame # 0052

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other To change the nature of conveyance from "Assignment" to "Security Agreement"

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name ISG Resources, Inc. Execution Date
Month Day Year
2-17-99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Utah

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A., as Administrative Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) NC1-001-15-04

Address (line 2) 101 North Tryon Street

Address (line 3) Charlotte North Carolina 28255
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other national banking association

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,248,044"/>	<input type="text" value="1,911,817"/>	<input type="text" value="1,922,933"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,010,455"/>	<input type="text" value="2,004,062"/>	<input type="text" value="1,780,954"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,623,166"/>	<input type="text" value="75,085,326"/>	<input type="text" value="1,744,157"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

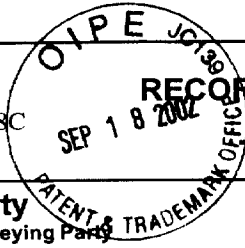
Ingrid Olson McClintock

Name of Person Signing

Signature

2/17/02

Date Signed



**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

1,601,725	1,402,656	<input type="text"/>
1,454,791	1,395,433	<input type="text"/>
1,448,523	1,152,421	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

**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

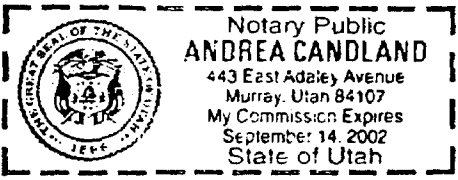
By: [Signature]
Title: Sec. v. P. of General Counsel

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, 1993.

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