

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

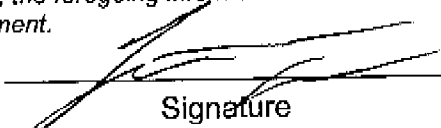
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| <p>1. Name of conveying party(ies):</p> <p>International Steel Group, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>2. Name and Address of receiving party(ies)</p> <p>The CIT Group/Business Credit, Inc., as Collateral Agent 1211 Avenue of the Americas New York, NY 10036</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Pledge and Security Agreement</p> <p>Execution Date: May 7, 2003</p> | |

| | |
|--|---|
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No(s).</p> <p>78206433 76439400 76437941</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>B. Trademark Registration No(s).</p> <p>PLEASE SEE ATTACHED</p> |
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| | |
|--|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Jonathan Tepper, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036</p> | <p>6. Total number of applications/registrations involved: 54</p> <p>7. Total fee (37 CFR 3.41) \$1,365</p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 244130/826)</p> <p>8. Deposit Account No. 19-2385</p> |
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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.

| | | |
|--|---|-------------------------------------|
| <p><u>Jonathan Tepper</u> Name</p> |  Signature | <p><u>May 19, 2003</u> Date</p> |
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Total number of pages including cover sheet, attachments, and document: **184**

Page 2

CONTINUATION OF ITEM 1. Names of Additional Conveying Parties:

| |
|-------------------------|
| ISG Acquisition Inc. |
| ISG Cleveland Inc. |
| ISG Hennepin Inc. |
| ISG Indiana Harbor Inc. |
| ISG Warren Inc. |
| ISG Riverdale Inc. |
| ISG Plate Inc. |
| ISG Sparrows Point Inc. |
| ISG Piedmont Inc. |
| ISG Burns Harbor Inc. |
| ISG Steelton Inc. |
| ISG Lackawanna Inc. |

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

| A. Trademark Application No(s). | B. Trademark Registration No(s). |
|---------------------------------|----------------------------------|
| | 1615421 |
| | 512025 |
| | 308660 |
| | 309248 |
| | 2140537 |
| | 2697435 |
| | 1734217 |
| | 171606 |
| | 2020195 |
| | 224903 |
| | 578870 |
| | 585737 |
| | 751151 |
| | 1239963 |
| | 1239964 |

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| | 1250158 |
| | 1388023 |
| | 1463090 |
| | 2531457 |
| | 1613523 |
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| | 2063804 |
| | 2106198 |
| | 2069719 |
| | 2220073 |
| | 1785197 |
| | 1077251 |
| | 1128151 |
| | 1584313 |
| | 1680961 |
| | 1689813 |
| | 2072097 |
| | 2144840 |
| | 2225670 |
| | 2223524 |
| | 2091694 |
| | 1483999 |
| | 820597 |
| | 2064093 |
| | 2465489 |
| | 2463706 |
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| | 2501654 |
| | 2473332 |

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| | 2475490 |
| | 2477698 |
| | 2484793 |
| | 2702959 |
| | 2500439 |

PLEDGE AND SECURITY AGREEMENT

dated as of May 7, 2003

between

EACH OF THE GRANTORS PARTY HERETO

and

THE CIT GROUP/BUSINESS CREDIT, INC.,

as the Collateral Agent

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EXHIBIT B — UNCERTIFICATED SECURITIES CONTROL AGREEMENT

EXHIBIT C — SECURITIES ACCOUNT CONTROL AGREEMENT

EXHIBIT D — DEPOSIT ACCOUNT CONTROL AGREEMENT

This **PLEDGE AND SECURITY AGREEMENT**, dated as of May 7, 2003 (this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**"), and **THE CIT GROUP/BUSINESS CREDIT, INC.**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among **INTERNATIONAL STEEL GROUP INC.**, a Delaware corporation (the "**Company**"), **ISG ACQUISITION INC.**, **ISG CLEVELAND INC.**, **ISG HENNEPIN INC.**, **ISG INDIANA HARBOR INC.**, **ISG WARREN INC.**, **ISG RIVERDALE INC.**, **ISG PLATE INC.**, **ISG SPARROWS POINT INC.**, **ISG PIEDMONT INC.**, **ISG BURNS HARBOR INC.**, **ISG STEELTON INC.**, and **ISG LACKAWANNA INC.** (**ISG ACQUISITION INC.**, **ISG CLEVELAND INC.**, **ISG HENNEPIN INC.**, **ISG INDIANA HARBOR INC.**, **ISG WARREN INC.**, **ISG RIVERDALE INC.**, **ISG PLATE INC.**, **ISG SPARROWS POINT INC.**, **ISG PIEDMONT INC.**, **ISG BURNS HARBOR INC.**, **ISG STEELTON INC.**, and **ISG LACKAWANNA INC.** are collectively referred to herein as the "**Borrowers**" and individually as a "**Borrower**"), **CERTAIN SUBSIDIARIES OF THE COMPANY**, as Guarantors, the Lenders party hereto from time to time, **UBS WARBURG LLC ("UBSW")**, as Joint Lead Arranger and Joint Bookrunner, **UBS AG, STAMFORD BRANCH ("UBS")**, as Administrative Agent (together with its permitted successors in such capacity, "**Administrative Agent**"), **GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP")**, as Joint Lead Arranger, Joint Bookrunner (in such capacities and together with UBSW, the "**Arrangers**") and as Syndication Agent (in such capacity, "**Syndication Agent**"), the Collateral Agent, **FLEET CAPITAL CORPORATION ("Fleet")** as Co-Documentation Agent and **LASALLE BANK NATIONAL ASSOCIATION ("LaSalle")** as Co-Documentation Agent (together with Fleet, the "**Documentation Agents**");

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements (as herein defined) with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1 **General Definitions.** In this Agreement, the following terms shall have the following meanings:

"**Account Debtor**" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"**Accounts**" shall mean all "accounts" as defined in Article 9 of the UCC.

"**Agreement**" shall have the meaning set forth in the preamble.

"**Additional Grantors**" shall have the meaning assigned in Section 5.3.

"**Assigned Agreements**" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

"**Bankruptcy Code**" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"**BSC Lock Box Accounts**" shall mean those lock box and other deposit accounts listed on Schedule 5.14(a)(v) of the Credit Agreement.

"**Cash Proceeds**" shall have the meaning assigned in Section 7.7.

"**Collateral**" shall have the meaning assigned in Section 2.1.

"**Collateral Agent**" shall have the meaning set forth in the preamble.

"**Collateral Records**" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"**Collateral Support**" shall mean all property (real or personal) assigned or hypothecated to provide collateral support for or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"**Commercial Tort Claims**" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

"**Commodities Accounts**" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "**Commodities Accounts**" (as such schedule may be amended or supplemented from time to time).

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Credit Agreement" shall have the meaning set forth in the recitals.

"Documents" shall mean all "documents" as defined in Article 9 of the UCC.

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Deposit Accounts" (as such schedule may be amended or supplemented from time to time).

"Equipment" shall mean: (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"Excluded Accounts" shall mean all (i) deposit accounts that are payroll accounts and/or trust accounts and (ii) the BSC Lock Box Accounts.

"Excluded Property" shall mean (i) equity interests in any joint venture or partnership to the extent that the grant of a Lien on such equity interests would violate the applicable joint venture or partnership agreement and (ii) assets subject to a Permitted Lien under Section 6.2(f), (g), (k), (l), (m) or (p) to the extent, but only to the extent, that a Lien on such assets would be prohibited by any agreement or other document relating to such Permitted Lien.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

"Grantors" shall have the meaning set forth in the preamble.

"Instruments" shall mean "instruments" as defined in Article 9 of the UCC.

"Insurance" shall mean: (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies, other than any insurance policies (and the proceeds thereof) that are maintained by any Grantor for the benefit of a holder of a Permitted Lien.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Investment Accounts" shall mean the Securities Accounts, Commodities Accounts and Deposit Accounts.

"Investment Related Property" shall mean: (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, all Pledged Debt and the Investment Accounts.

"Lender" shall have the meaning set forth in the recitals.

"Letter of Credit Right" shall mean "letter-of-credit right" as defined in Article 9 of the UCC.

"Lien" shall mean (i) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Pledged Equity Interests, any purchase option, call or similar right of a third party exercisable solely at the option of the holder thereof with respect to such Pledged Equity Interests.

"Money" shall mean "money" as defined in the UCC.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights that are the subject of registration with a governmental authority, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described

therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Permitted Sale" shall mean those sales, transfers, assignments or other dispositions of any nature, including without limitation, any of the foregoing constituting the creation of a Lien, in each case, not prohibited by the Credit Agreement.

"Pledged Debt" shall mean, with respect to any Grantor, all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean, with respect to any Grantor, all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean, with respect to any Grantor (other than with respect to the partnership interests in Hibbing Development Company, a Minnesota general partnership, until such time as the pledge of such interests is no longer restricted), all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor (other than the shares of BETHLEHEM HIBBING CORPORATION, a Minnesota corporation, until such time as the pledge of such shares is no longer restricted), including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all

dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledge Supplement" shall mean any supplement to this agreement in substantially the form of Exhibit A.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"Proceeds" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

"Record" shall have the meaning specified in Article 9 of the UCC.

"Secured Obligations" shall have the meaning assigned in Section 2.1.

"Secured Parties" means the Lenders and the Lender Counterparties and shall include, without limitation, all Issuing Banks and all former Lenders and Lender Counterparties

to the extent that any Obligations owing to such Persons were incurred while such Persons were Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

"Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

"Specified Activities" shall mean (a) the processing, generation, transmission, distribution, trading, use, sale, management or marketing of natural gas, electricity, or any other form of energy or derivative used in the production or conduct of such energy, and (b) the acquisition, ownership, use, management, operation or sale of railroads or assets related to railroads or any other activities directly or indirectly related to the railroad industry.

"Supporting Obligations" shall mean all "supporting obligations" as defined in Article 9 of the UCC.

"Tax Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Trademark Licenses" shall mean, with respect to any Grantor, any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature and all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean, with respect to any Grantor, any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"United States" shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;

- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims;

(n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest and lien granted under Section 2.1 hereof attach to or be deemed to be created in (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest or lien shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest or lien shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; (b) any of the outstanding Capital Stock, Pledged Equity Interests or other equity interest of a Foreign Subsidiary in excess of 65% of the voting power of all classes of capital stock of such Foreign Subsidiary entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation; or (c) any Excluded Property.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations with respect to every Grantor (the "Secured Obligations").

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral in accordance with the terms thereof and except as permitted under the Credit Agreement and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party and (ii) each Grantor shall remain liable under each of the agreements included in the Collateral in accordance with the terms thereof and except as permitted under the Credit Agreement, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral (other than any Collateral disposed of by such Grantor in connection with a Permitted Sale), in each case free and clear of any and all Liens, other than Permitted Liens;

(ii) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person), and for the one-year period preceding the date hereof has been, located.

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the last five (5) years, and does not do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(v) it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time) or in respect of Permitted Liens;

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1(A) and Schedule 4.1(B) the information required pursuant to Section 4.1(a)(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) upon filing UCC financing statements describing the Collateral in the appropriate UCC offices, the Liens of the Collateral Agent (for the benefit of the Secured Parties) will constitute perfected security interests in the Collateral owned by such Grantor to the extent that a security interest therein may be perfected by filing a financing statement pursuant to the UCC, prior to all Liens therein except Permitted Liens. Upon filing, in addition to the filing of such UCC financing statements, the applicable filings or recordings with respect to Intellectual Property with respect to such Grantor's Intellectual Property (including any future filings required pursuant to the terms hereof), the Liens of the Collateral Agent (for the benefit of the Secured Parties) will constitute perfected security interests in all right, title and interest of such Grantor in its Intellectual Property to the extent that a security interest may be perfected by such filings, prior to all Liens therein except Permitted Liens. Except for (i) the filing of such UCC financing statements referred to above, (ii) the stamping of certificates of title with respect to any motor vehicles or other property subject to certificate of title statutes and any federal filings with respect to aircrafts, vessels or other property subject to federal law, (iii) such Intellectual Property filings, (iv) the filing of the appropriate documents as may be necessary to perfect the pledge and/or security interest in the Pledged Equity Interests of any Foreign Subsidiary, (v) any registration under the Securities Act of 1933 required in connection with the exercise of remedies and (vi) the filing of appropriate documents as may be required under laws, rules or regulations relating to assets used in connection with any of the Specified Activities, to the extent applicable, no registration, recordation or filing with any Governmental Authority is required in connection with the execution or delivery of this Security Agreement or is necessary for the validity or enforceability thereof or for the perfection of the Liens granted to the Collateral Agent (for the benefit of the Secured Parties) or for the enforcement of the Liens granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to this Agreement;

(viii) all material actions and consents, including all filings, notices, registrations and recordings that need to be taken by the Grantors for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies (excluding any registration under the Securities Act of 1933 required in connection with the exercise of remedies) in respect of the Collateral have been made or obtained;

(ix) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (y) financing statements, fixture filings or other instruments similar in effect filed in connection with Permitted Liens;

(x) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required by the Grantors for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (vii) above, (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities and (C) those authorizations, approvals or other actions, or notices that have already been obtained or provided or for which the failure to so obtain or provide notice would not materially and adversely effect the rights and remedies of the Collateral Agent hereunder;

(xi) all information supplied by any Grantor with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects;

(xii) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xiii) it does not own any material "as extracted collateral" (as defined in the UCC) or any timber to be cut;

(xiv) except as described on Schedule 4.1(D) and except as permitted under the Credit Agreement, such Grantor has not become bound as a debtor, either by contract or by operation of law, by a security agreement previously entered into by another Person; and;

(xv) except as permitted under the Credit Agreement, such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

that: (b) Covenants and Agreements. Each Grantor hereby covenants and agrees

(i) except for the Lien created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens;

(ii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise), chief executive office or type of organization or jurisdiction of organization unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, within thirty (30) days after any such change or establishment, identifying such new proposed name, identity, corporate structure, chief executive office or jurisdiction of organization and providing such other information in connection therewith as the Collateral Agent may reasonably

request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iii) except as otherwise permitted by the Credit Agreement and subject in any event to Permitted Liens, it shall not take or permit any action which could impair the Collateral Agent's rights in the Collateral; and

(iv) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as Permitted Sales or in respect of Permitted Liens.

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended; and

(ii) none of the Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep the Equipment, Inventory (other than Inventory which may be in-transit) and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have (a) notified the Collateral Agent in writing of any change in location (which are in addition to those locations already set forth on Schedule 4.2), by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at the same time that the Company is required to deliver the financial statements in accordance with Section 5.1(b) of the Credit Agreement, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall keep correct and accurate records of the Inventory, as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar business;

(iii) it shall not deliver any Document evidencing any Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent or except as permitted under the Credit Agreement; and

(iv) if any material Equipment or Inventory is in possession or control of any third party and not subject to a Permitted Lien, each Grantor shall within thirty (30) days after such Equipment or Inventory is in the control of a third party, join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and obtaining an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of the Collateral Agent.

4.3 Receivables.

(a) Covenants and Agreements: Each Grantor hereby covenants and agrees that:

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(ii) it shall perform in all material respects all of its obligations with respect to the Receivables;

(iii) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which would reasonably be expected to have a Material Adverse Effect on the value of the Collateral. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof, and except as otherwise provided in subsection (v) below, after the occurrence and during the continuance of an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(iv) except as otherwise provided in this subsection, each Grantor shall continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable, any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor, or, after the occurrence and during the continuation of an Event of Default, the Collateral Agent, may deem necessary or advisable. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time after the occurrence and during the continuation of an Event of Default to notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such

Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within three (3) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and

(v) it shall use its commercially reasonable efforts to keep in full force and effect any material Supporting Obligation or Collateral Support relating to any Receivable.

(b) Delivery and Control of Receivables. With respect to any Receivables (other than checks received in the ordinary course of business) in excess of \$500,000 individually that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$500,000 individually which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent.

4.4 Investment Related Property

4.4.1 Investment Related Property Generally

(a) Covenants and Agreements. Subject to Section 5.18(b) of the Credit Agreement, each Grantor hereby covenants and agrees that:

(i) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property; provided, that such Grantor shall only be required to deliver Pledged Debt in excess of \$500,000. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein

and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and all scheduled payments of principal and interest or, with respect to demand instruments, payments of principal and interest upon demand;

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control. Subject to Section 5.18(b) of the Credit Agreement, each Grantor agrees that with respect to any Investment Related Property except with respect to any Excluded Collateral in which it currently has rights it shall comply with the provisions of this Section 4.4 on or before the initial Credit Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.4 immediately upon acquiring rights therein, in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property (other than Excluded Collateral and checks received in the ordinary course of business) that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account or other than an instrument or debt security evidencing an obligation less than \$500,000) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank, regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property (other than Excluded Collateral) that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account), it shall cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto, pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

- (1) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right if the Collateral Agent shall have notified such Grantor that, in the Collateral Agent's reasonable judgment, such action would have a Material Adverse Effect on the value of the Investment Related Property or any part thereof; it being understood, however, that neither the voting by such Grantor of any Pledged Stock for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.4(c)(i)(1); and
- (2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above;
- (3) With respect to any Investment Related Property (other than Excluded Collateral), upon the occurrence and during the continuation of an Event of Default:
 - (A) the Collateral Agent may terminate all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and upon such termination all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and
 - (B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (y) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (z) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.

4.4.2 Pledged Equity Interests

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock," "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) except as set forth on Schedule 4.4(B) (as the same may be amended or supplemented from time to time), it has not acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens other than Permitted Liens;

(iv) without limiting the generality of Section 4.1(a)(v), no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary in connection with the creation, perfection or First Priority status of the security interest of the Collateral Agent in any Pledged Equity Interests (other than Excluded Property) or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof;

(v) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that: (a) are registered as investment companies, (b) are dealt in or traded on securities exchanges or markets or (c) have opted to be treated as securities under the uniform commercial code of any jurisdiction unless the certificates evidencing the same have been pledged to the Collateral Agent in accordance with this Agreement;

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) it shall comply with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and shall enforce all of its rights with respect to any Investment Related Property, in each case, unless such actions would not reasonably be expected to cause a Material Adverse Effect;

(ii) other than as permitted in the Credit Agreement, without the prior written consent of the Collateral Agent, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent Grantors; provided that if the surviving or resulting Grantors upon any such merger or consolidation

involving an issuer which is a Controlled Foreign Corporation, then such Grantor shall only be required to pledge equity interests in accordance with Section 2.2; and

(iii) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property (other than Excluded Property) to the Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

(iv) it shall notify the Collateral Agent of any default under any Pledged Debt that has caused, either in any case or in the aggregate, a Material Adverse Effect.

4.4.3 Pledged Debt

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4(C) (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor (other than any intercompany Indebtedness);

(ii) the Pledged Debt that is an obligation of a Grantor has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of such Grantor thereof (subject to applicable bankruptcy and insolvency laws) and is not in default;

4.4.4 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4(D) (hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and except as permitted under the Credit Agreement, such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4(D) hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Deposit Accounts" all of the Deposit Accounts of each of the Grantors (other than Excluded Accounts). Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having "control" (within the meanings of Section 9-104 of the

UCC) over, or any other interest in (other than Permitted Liens), any such Deposit Account or any money or other property deposited therein (except to the extent such money or property constitutes proceeds of property subject to a Permitted Lien); and

(iii) To the extent required pursuant to this Agreement or to the Credit Agreement, each Grantor has taken all actions necessary, including those specified in Section 4.4.4(c), to: (a) establish the Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts (other than the Excluded Accounts); and (c) deliver all Instruments evidencing obligations in excess of \$500,000 individually to the Collateral Agent (other than checks received in the ordinary course of business).

(b) Covenant and Agreement. Each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close or terminate any Investment Account that is subject to the control of the Collateral Agent unless a successor or replacement account has been established with respect to which a successor or replacement account control agreement has been entered into by the appropriate Grantor, Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.4.4(c).

(c) Delivery and Control

(i) Except as permitted pursuant to the Credit Agreement, with respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account," (except for any Excluded Accounts) it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto, pursuant to which the Collateral Agent shall have, subject to Permitted Liens, "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Except as permitted pursuant to the Credit Agreement, each Grantor shall have entered into such control agreement or agreements as are required hereunder with respect to: (i) any Securities Accounts, Securities Entitlements or Deposit Accounts that exist on the initial Credit Date, as of or prior to the initial Credit Date and (ii) any Securities Accounts, Securities Entitlements or Deposit Accounts that are created or acquired after the initial Credit Date, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts.

In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor,

to transfer all or any portion of the Investment Related Property (other than the Excluded Property) to its name or the name of its nominee or agent. In addition, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

4.5 [Reserved].

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date, that all material letters of credit to which such Grantor has rights as a beneficiary are listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto.

4.7 Intellectual Property. Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.7(A) through (G) (as such schedules may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor;

(ii) except as set forth on Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property on Schedule 4.7(A) through (G), and owns or has the valid right to use all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the licenses set forth on Schedule 4.7(B), (D), (F) and (G);

(iii) all Intellectual Property owned by the Grantors is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every material registration and application of Copyrights, Patents and Trademarks in full force and effect;

(iv) all Intellectual Property is valid and enforceable; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any Intellectual Property and no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened;

(v) except as set forth on Schedule 4.7(H), all registrations and applications for Copyrights, Patents and Trademarks are standing in the name of each Grantor, and none of the Trademarks, Patents, Copyrights or Trade Secrets has been licensed by any Grantor to any non-Grantor affiliate or third party, except as disclosed in Schedule 4.7(B), (D), (F), or (G);

(vi) each Grantor has been using all legally required notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrights material to the business of such Grantor;

(vii) each Grantor uses standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all Trademark Collateral and has taken all action necessary to insure that all material licensees of the Trademark Collateral owned by such Grantor use such standards of quality, in each case sufficient to maintain the validity, value and enforceability of the Trademark Collateral;

(viii) to the Grantor's knowledge, the conduct of such Grantor's business does not infringe upon or otherwise violate any trademark, patent, copyright, trade secret or other intellectual property right owned or controlled by a third party except for those infringements or violations which would not have a Material Adverse Effect; no claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party except for those claims which would not have a Material Adverse Effect;

(ix) to the Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor, or any of its respective licensees;

(x) except as set forth in those agreements listed on Schedules 4.7(B), (D), (F) and (G), no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by Grantor or to which Grantor is bound that adversely effect Grantor's rights to own or use any Intellectual Property; and

(xi) there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) other than as permitted in the Credit Agreement, it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(ii) other than as permitted in the Credit Agreement, it shall not, with respect to any Trademarks which are material to the business of any Grantor, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all steps necessary to insure that licensees of such Trademarks use such consistent standards of quality;

(iii) it shall promptly notify the Collateral Agent if it knows or has reason to know that any item of the Intellectual Property that is material to the business of any Grantor may become (a) abandoned or dedicated to the public or placed in the public domain or (b) subject to any adverse determination or development (including the institution of proceedings and including those affecting the validity or enforceability) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry, any foreign counterpart of the foregoing, or any court;

(iv) it shall take all commercially reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to its business which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 47(A), (C) and (E) (as each may be amended or supplemented from time to time);

(v) in the event that any Intellectual Property owned by any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall, after obtaining knowledge thereof, promptly take all commercially reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages;

(vi) it shall promptly (but in no event more than thirty (30) days after any Grantor obtains knowledge thereof) report to the Collateral Agent (i) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(vii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(viii) except with the prior consent of the Collateral Agent or as permitted under the Credit Agreement, each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Collateral Agent and each Grantor shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property, except for Permitted Liens and the Lien created by and under this Agreement and the other Credit Documents;

(ix) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a

security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts;

(x) it shall take all steps reasonably necessary to protect the secrecy of all material Trade Secrets, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to material Trade Secret information and documents;

(xi) it shall use legally required notice in connection with its use of any of the Intellectual Property; and

(xii) it shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property or any portion thereof. In connection with such collections, each Grantor may take (and, upon the occurrence and during the continuance of an Event of Default, at the Collateral Agent's reasonable direction, shall take) such action as such Grantor or the Collateral Agent may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right at any time, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$5,000,000 individually or \$10,000,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$5,000,000 individually or \$10,000,000 in the aggregate hereafter arising it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

SECTION 5. FURTHER ASSURANCES; ADDITIONAL GRANTORS.

5.1 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) (A) permit the Collateral Agent to file such financing or continuation statements, or amendments thereto, and (B) execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be

necessary, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing; and

(iii) at the Collateral Agent's request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in any material part of the Collateral, other than in respect of Permitted Liens.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.2 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a Counterpart Agreement. Upon delivery of any such Counterpart Agreement to the Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion upon the occurrence and during the continuance of an Event of Default (except as provided below) to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above; provided, that the Collateral Agent may also endorse checks prior to the occurrence of an Event of Default in the event that the cash management system pursuant to Section 5.14(a)(iii) of the Credit Agreement is triggered and in effect;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;

(g) upon the occurrence and during the continuance of an Event of Default, to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and

(h) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security

interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the

Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely effect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2 Application of Proceeds. Except as expressly provided elsewhere in this Agreement and in the Credit Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against, the Secured Obligations in the following order of priority: first, to all of the actual and reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees (including allocated costs of internal counsel), and costs of settlement, charges and disbursements incurred by the Collateral Agent in enforcing any Secured Obligations of, or in collecting any payments due from, any Grantor hereunder (including in connection with the sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Lien created by this Agreement) and all amounts for which the Collateral Agent is entitled to indemnification hereunder (in its capacity as the Collateral Agent and not as a Lender); second, to the extent of any excess of such proceeds, to the payment of all other Secured

Obligations for the ratable benefit of the Lenders and the Lender Counterparties (other than with respect to amounts payable under the terms of a Commodity Agreement to any the Lender Counterparty to a Commodity Agreement); third, to the extent of any excess of such proceeds, to the payment of all Secured Obligations that are amounts payable under the terms of a Commodity Agreement to any Lender Counterparty to a Commodity Agreement; and fourth, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts. If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of the Collateral Agent.

7.5 Investment Related Property. Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Equity Interests to be sold hereunder from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to

enforce any Intellectual Property, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent an absolute assignment of all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property;

(iv) within five (5) Business Days after written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be compensated by the Collateral Agent at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

(vi) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and

(vii) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense (to the extent permissible under the primary license) any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, upon the occurrence and during the continuance of an Event of Default or in the event that the cash management system pursuant to Section 5.14(a)(iii) of the Credit Agreement is triggered and in effect, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other near-cash items (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Collateral Agent and segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided pursuant to Section 4.3 or in the Credit Agreement, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be returned to the Grantors (unless such proceeds are to be applied pursuant to Section 5.14(a)(iii) of the Credit Agreement) and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing.

SECTION 8. COLLATERAL AGENT.

(a) The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Lenders and Lender Counterparties in accordance with the terms of this Section. The Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by Requisite Lenders. Upon any such notice of resignation or any such removal, Requisite Lenders shall have the right, upon five (5) Business Days' notice to the Collateral Agent, following receipt of the Grantors' consent (which shall not be unreasonable withheld or delayed and which shall not be required while an Event of Default exists), to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent under this Agreement. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereby also be deemed the successor Collateral Agent and such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

(b) Subject to subpart (c) below, the Secured Parties, by their acceptance of the benefits hereof, authorize the Collateral Agent: (i) to release a Lien granted to the Collateral Agent under this Agreement or any other Credit Document on any asset (including, but not limited to, any personal property or Real Estate Asset) and/or to release any Grantor (and any Pledged Equity Interest relating to such Grantor) from its obligations hereunder and under any other applicable Credit Documents in connection with (1) the sale, exchange or other disposition

of any asset, or of all of any Grantor's rights in any asset, included in the Collateral, of any Real Estate Asset or of all of the Pledged Equity Interests issued by any Grantor, in each case pursuant to a Permitted Sale, or (2) any dissolution or liquidation of any Subsidiary, in each case to the extent undertaken in accordance with the terms of the Credit Agreement; (ii) to release a Lien granted to the Collateral Agent (for the benefit of the Secured Parties) on any Collateral or Real Estate Asset which is to secure any Indebtedness or other obligation that is permitted to be incurred pursuant to Section 6.1 of or any other provision of the Credit Agreement and that is permitted to be secured by or subject to a Lien permitted under Section 6.2 of the Credit Agreement; (iii) to release a Lien granted to the Collateral Agent (for the benefit of the Secured Parties) on any asset being acquired or leased subject to a Lien permitted by Section 6.2 (other than Section 6.2(f)) of the Credit Agreement, where the applicable Grantor acquiring or leasing such asset is prohibited by a contractual arrangement entered into in connection with such acquisition or lease, from allowing the Collateral Agent to have a Lien on such asset; and (iv) if applicable and where appropriate, to enter into intercreditor and/or subordination agreements on terms acceptable to the Collateral Agent with Persons who have been granted Liens which are permitted pursuant to Section 6.2 of the Credit Agreement.

(c) In the case of any sale, exchange or other disposition or dissolution or liquidation described in subpart (b) above of any Collateral, the Lien created under this Agreement on such Collateral shall automatically be released without delivery of any instrument or performance of any further acts by any Person, and upon any such release, the Collateral Agent will execute and deliver to the applicable Grantors such documents as any such Grantors shall reasonably request to evidence such release. The Collateral Agent hereby agrees with the Grantors to release the applicable Lien granted to it pursuant to any Credit Document in the case of any event described in subpart (b) above.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign any Loans held by it in accordance with the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, promptly execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination, including, but not limited to, the filing of UCC termination statements with the appropriate Governmental Authority evidencing the termination of the security interests granted to the Collateral Agent hereby.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the

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Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 11. MISCELLANEOUS.


Accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INTERNATIONAL STEEL GROUP
INC.
ISG ACQUISITION INC.
ISG CLEVELAND INC.
ISG HENNEPIN INC.
ISG INDIANA HARBOR INC.
ISG WARREN INC.
ISG RIVERDALE INC.
ISG PLATE INC.
ISG PIEDMONT INC.
ISG BURNS HARBOR INC.
ISG SPARROWS POINT INC.
ISG STEELTON INC.
ISG LACKAWANNA INC.
ISG CLEVELAND WORKS RAILWAY
COMPANY
ISG CLEVELAND WEST INC.
ISG CLEVELAND WEST
PROPERTIES INC.
ISG SOUTH CHICAGO & INDIANA
HARBOR RAILWAY COMPANY
ISG/EGL HOLDING COMPANY
ISG VENTURE INC.
ISG SALES INC.
ISG RAILWAYS INC.
ISG TECHNOLOGIES INC.
ISG HIBBING INC.
BETHLEHEM HIBBING
CORPORATION

By: 
Name: RODNEY MOTT
Title: PRESIDENT

THE CIT GROUP/BUSINESS CREDIT, INC.,
as the Collateral Agent

By: Allison Freedman
Name: Allison Freedman
Title: VP

SCHEDULE 4.1
TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

| <u>Full Legal Name</u> | <u>Type of Organization</u> | <u>Jurisdiction of Organization</u> | <u>Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)</u> | <u>Organization I.D.#</u> |
|------------------------|-----------------------------|-------------------------------------|--|---------------------------|
|------------------------|-----------------------------|-------------------------------------|--|---------------------------|

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

| <u>Full Legal Name</u> | <u>Trade Name or Fictitious Business Name</u> |
|------------------------|---|
|------------------------|---|

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

| <u>Name of Grantor</u> | <u>Date of Change</u> | <u>Description of Change</u> |
|------------------------|-----------------------|------------------------------|
|------------------------|-----------------------|------------------------------|

(D) Security Agreements pursuant to which any Grantor is bound as debtor within past five (5) years:

| <u>Name of Grantor</u> | <u>Description of Agreement</u> |
|------------------------|---------------------------------|
|------------------------|---------------------------------|

(E) Financing Statements:

| <u>Name of Grantor</u> | <u>Filing Jurisdiction(s)</u> |
|------------------------|-------------------------------|
|------------------------|-------------------------------|

SCHEDULE 4.2-1

SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Location of Equipment and Inventory

SCHEDULE 4.2-2

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SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

(A) Pledged Stock:

| Grantor | Stock Issuer | Class of Stock | Certificated (Y/N) | Stock Certificate No. | Par Value | No. of Pledged Stock | % of Outstanding Stock of the Stock Issuer |
|---------|--------------|----------------|--------------------|-----------------------|-----------|----------------------|--|
| | | | | | | | |

Pledged LLC Interests:

| Grantor | Limited Liability Company | Certificated (Y/N) | Certificate No. (if any) | No. of Pledged Units | % of Outstanding LLC Interests of the Limited Liability Company |
|---------|---------------------------|--------------------|--------------------------|----------------------|---|
| | | | | | |

Pledged Partnership Interests:

| Grantor | Partnership | Type of Partnership Interests (e.g., general or limited) | Certificated (Y/N) | Certificate No. (if any) | % of Outstanding Partnership Interests of the Partnership |
|---------|-------------|--|--------------------|--------------------------|---|
| | | | | | |

Pledged Trust Interests:

| Grantor | Trust | Class of Trust Interests | Certificated (Y/N) | Certificate No. (if any) | % of Outstanding Trust Interests of the Trust |
|---------|-------|--------------------------|--------------------|--------------------------|---|
| | | | | | |

EXHIBIT 3.4-1

Pledged Debt:

| Grantor | Issuer | Original Principal Amount | Outstanding Principal Balance | Issue Date | Maturity Date |
|---------|--------|---------------------------|-------------------------------|------------|---------------|
| | | | | | |

Securities Account:

| Grantor | Share of Securities Intermediary | Account Number | Account Name |
|---------|----------------------------------|----------------|--------------|
| | | | |

Commodities Accounts:

| Grantor | Name of Commodity Intermediary | Account Number | Account Name |
|---------|--------------------------------|----------------|--------------|
| | | | |

Deposit Accounts:

| Grantor | Name of Depository Bank | Account Number | Account Name |
|---------|-------------------------|----------------|--------------|
| | | | |

(B)

Name of Grantor Date of Acquisition Description of Acquisition

EXHIBIT 3.4-2

SCHEDULE 4.6
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Description of Letters of Credit

SCHEDULE 4.6-1

PLEDGE AND SECURITY AGREEMENT
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SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

- (A) Copyrights
- (B) Copyright Licenses
- (C) Patents
- (D) Patent Licenses
- (E) Trademarks
- (F) Trademark Licenses
- (G) Trade Secret Licenses
- (H) Intellectual Property Exceptions

SCHEDULE 4.7-1

SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor

Commercial Tort Claims

EXHIBIT A
TO PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This **PLEDGE SUPPLEMENT**, dated [mm/dd/yy], is delivered pursuant to the Pledge and Security Agreement, dated as of May 7, 2003 (as it may be from time to time amended, restated, modified or supplemented, the "**Security Agreement**"), among **INTERNATIONAL STEEL GROUP INC.**, the other Grantors named therein, and **THE CIT GROUP/BUSINESS CREDIT, INC.**, as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to the Collateral Agent set forth in the Security Agreement of, and does hereby grant to the Collateral Agent, a security interest in all of Grantor's right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of [mm/dd/yy].

[NAME OF GRANTOR]

By: _____
Name:
Title:

EXHIBIT A-1

SUPPLEMENT TO SCHEDULE 4.1
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

- (A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

| <u>Full Legal Name</u> | <u>Type of Organization</u> | <u>Jurisdiction of Organization</u> | <u>Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)</u> | <u>Organization I.D.#</u> |
|------------------------|-----------------------------|-------------------------------------|--|---------------------------|
|------------------------|-----------------------------|-------------------------------------|--|---------------------------|

- (B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

| <u>Full Legal Name</u> | <u>Trade Name or Fictitious Business Name</u> |
|------------------------|---|
|------------------------|---|

- (C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

| <u>Name of Grantor</u> | <u>Date of Change</u> | <u>Description of Change</u> |
|------------------------|-----------------------|------------------------------|
|------------------------|-----------------------|------------------------------|

- (D) Security Agreements pursuant to which any Grantor is bound as debtor within past five (5) years:

| <u>Name of Grantor</u> | <u>Description of Agreement</u> |
|------------------------|---------------------------------|
|------------------------|---------------------------------|

- (E) Financing Statements:

EXHIBIT A-2

Name of Grantor

Filing Jurisdiction(s)

SUPPLEMENT TO SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor

Location of Equipment and Inventory

SUPPLEMENT TO SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

(A)

Pledged Stock:

Pledged Partnership Interests:

Pledged LLC Interests:

Pledged Trust Interests:

Pledged Debt:

Securities Account:

Commodities Accounts:

Deposit Accounts:

(B)

Name of Grantor

Date of Acquisition

Description of Acquisition

SUPPLEMENT TO SCHEDULE 4.6

TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor

Description of Letters of Credit

EXHIBIT A-6

PLEDGE AND SECURITY AGREEMENT
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TRADEMARK
REEL: 002660 FRAME: 0343

SUPPLEMENT TO SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

- (A) Copyrights
- (B) Copyright Licenses
- (C) Patents
- (D) Patent Licenses
- (E) Trademarks
- (F) Trademark Licenses
- (G) Trade Secret Licenses
- (H) Intellectual Property Exceptions

SUPPLEMENT TO SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor

Commercial Tort Claims

EXHIBIT B
TO PLEDGE AND SECURITY AGREEMENT

UNCERTIFICATED SECURITIES CONTROL AGREEMENT

This Uncertificated Securities Control Agreement dated as of _____, 200_ among _____ (the "Pledgor"), **THE CIT GROUP/BUSINESS CREDIT, INC.**, as collateral agent for the Secured Parties, (the "Collateral Agent") and _____, a _____ corporation (the "Issuer"). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated as of May 7, 2003, among the Pledgor, the other Grantors party thereto and the Collateral Agent (the "Security Agreement"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Registered Ownership of Shares. The Issuer hereby confirms and agrees that as of the date hereof the Pledgor is the registered owner of _____ shares of the Issuer's [common] stock, [limited liability membership interests or partnership interests] (the "Pledged Shares") and the Issuer shall not change the registered owner of the Pledged Shares without the prior written consent of the Collateral Agent.

Section 2. Instructions. If at any time the Issuer shall receive instructions originated by the Collateral Agent relating to the Pledged Shares, the Issuer shall comply with such instructions without further consent by the Pledgor or any other person.

Section 3. Additional Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Collateral Agent:

(a) It has not entered into, and until the termination of the this agreement will not enter into, any agreement with any other person relating the Pledged Shares pursuant to which it has agreed to comply with instructions issued by such other person; and

(b) It has not entered into, and until the termination of this agreement will not enter into, any agreement with the Pledgor or the Collateral Agent purporting to limit or condition the obligation of the Issuer to comply with Instructions as set forth in Section 2 hereof.

(c) Except for the claims and interest of the Collateral Agent and of the Pledgor in the Pledged Shares, the Issuer does not know of any claim to, or interest in, the Pledged Shares. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Pledged Shares, the Issuer will promptly notify the Collateral Agent and the Pledgor thereof.

(d) This Uncertificated Securities Control Agreement is the valid and legally binding obligation of the Issuer.

Section 4. Choice of Law. This Agreement shall be governed by the laws of the State of [New York].

Exhibit B-1

Section 5. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

Section 6. Voting Rights. Until such time as the Collateral Agent shall otherwise instruct the Issuer in writing, the Pledgor shall have the right to vote the Pledged Shares.

Section 7. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Issuer and by sending written notice of such assignment to the Pledgor.

Section 8. Indemnification of Issuer. The Pledgor and the Collateral Agent hereby agree that (a) the Issuer is released from any and all liabilities to the Pledgor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Issuer with the terms hereof, except to the extent that such liabilities arise from the Issuer's negligence and (b) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Issuer from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Issuer with the terms hereof, except to the extent that such arises from the Issuer's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

| | |
|-------------------|---|
| Pledgor: | [INSERT ADDRESS] Attention: Telecopier: |
| Collateral Agent: | 1211 Avenue of the Americas Attention: Regional Credit Manager Telecopier: (212) 536-1295 |
| Issuer: | [INSERT ADDRESS] Attention: Telecopier: |

Any party may change its address for notices in the manner set forth above.

Section 10. Termination. The obligations of the Issuer to the Collateral Agent pursuant to this Control Agreement shall continue in effect until the security interests of the Collateral Agent in the Pledged Shares have been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Issuer of such termination in writing. The

Exhibit B-2

Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Issuer upon the request of the Pledgor on or after the termination of the Collateral Agent's security interest in the Pledged Shares pursuant to the terms of the Security Agreement. The termination of this Control Agreement shall not terminate the Pledged Shares or alter the obligations of the Issuer to the Pledgor pursuant to any other agreement with respect to the Pledged Shares.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[NAME OF PLEDGOR]

By: _____
Name:
Title:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: _____
Name:
Title:

[NAME OF ISSUER]

By: _____
Name:
Title:

Exhibit A

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Issuer]

Attention: _____

Re: Termination of Control Agreement

You are hereby notified that the Uncertificated Securities Control Agreement between you, the Pledgor and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Pledged Shares (as defined in the Uncertificated Control Agreement) from the Pledgor. This notice terminates any obligations you may have to the undersigned with respect to the Pledged Shares, however nothing contained in this notice shall alter any obligations which you may otherwise owe to the Pledgor pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [insert name of Pledgor].

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit B-A-1

EXHIBIT C
TO PLEDGE AND SECURITY AGREEMENT

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement dated as of _____, 200_ (this "Agreement") among _____ (the "Debtor"), **THE CIT GROUP/BUSINESS CREDIT, INC.**, as collateral agent for the Secured Parties (the "Collateral Agent") and _____, in its capacity as a "securities intermediary" as defined in Section 8-102 of the UCC (in such capacity, the "Securities Intermediary"). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated as of May 7, 2003, among the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Establishment of Securities Account. The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number [IDENTIFY ACCOUNT NUMBER] in the name "[IDENTIFY EXACT TITLE OF ACCOUNT]" (such account and any successor account, the "Securities Account") and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Collateral Agent;

(b) All securities or other property underlying any financial assets credited to the Securities Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank;

(c) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(d) The Securities Account is a "securities account" within the meaning of Section 8-501 of the UCC.

Section 2. "Financial Assets" Election. The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial asset, security, instrument, general intangible or cash) credited to the Securities Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC.

Section 3. Control of the Securities Account. The Securities Intermediary shall comply with instructions originated by the Debtor directing disposition of any financial assets in the Securities Account (each an "entitlement order") until such time as the Collateral Agent

Exhibit C-1

delivers a written notice in substantially the form of Exhibit A hereto (a "Notice of Exclusive Control") to the Securities Intermediary that the Collateral Agent is thereby exercising exclusive control over the Securities Account. The Collateral Agent shall not deliver a Notice of Exclusive Control unless an Event of Default shall have occurred and be continuing at the time of delivery. If, at any time after the occurrence and during the continuance of an Event of Default and after delivery of a Notice of Exclusive Control to the Securities Intermediary, the Securities Intermediary shall receive any order from the Collateral Agent directing the transfer or redemption of any financial asset relating to the Securities Account, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person. If the Debtor is otherwise entitled to issue entitlement orders and such orders conflict with any entitlement order issued by the Collateral Agent, the Securities Intermediary shall follow the orders issued by the Collateral Agent.

Section 4. Subordination of Lien; Waiver of Set-Off. In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agent (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to such Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 5. Choice of Law. This Agreement and the Securities Account shall each be governed by the laws of the State of New York.

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into related to the Securities Account, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) Except for any standard investment product and service agreements entered into between the Debtor and the Securities Intermediary in the ordinary course of business, there are no other agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account;

(ii) It has not entered into, and, until the termination of this Agreement, will not enter into, any agreement with any other person relating to the Securities Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

Exhibit C-2

(iii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with the Debtor or the Collateral Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims. Except for the claims and interest of the Collateral Agent, the Securities Intermediary and the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to, or interest in, the Securities Account or in any "financial asset" (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Collateral Agent and the Debtor thereof.

Section 8. Maintenance of Securities Account. In addition to, and not in lieu of, the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) **Notice of Exclusive Control.** If at any time the Collateral Agent delivers to the Securities Intermediary a Notice of Exclusive Control in substantially the form set forth in Exhibit A hereto, the Securities Intermediary agrees that after receipt of such notice, it will take all instruction with respect to the Securities Account solely from the Collateral Agent.

(b) **Voting Rights.** Until such time as the Securities Intermediary receives a Notice of Exclusive Control pursuant to subsection (a) of this Section 8, the Debtor shall direct the Securities Intermediary with respect to the voting of any financial assets credited to the Securities Account.

(c) **Permitted Investments.** Until such time as the Securities Intermediary receives a Notice of Exclusive Control signed by the Collateral Agent, the Debtor shall direct the Securities Intermediary with respect to the selection of investments to be made for the Securities Account; provided, however, that the Securities Intermediary shall not honor any instruction to purchase any investments other than investments of a type described on Exhibit B hereto.

(d) **Statements and Confirmations.** The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 12 of this Agreement.

(e) **Tax Reporting.** All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 9. Representations, Warranties and Covenants of the Securities Intermediary. The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) The Securities Account has been established as set forth in Section 1 above and such Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

Exhibit C-3

(b) This Agreement is the valid and legally binding obligation of the Securities Intermediary.

Section 10. Indemnification of Securities Intermediary. The Debtor and the Collateral Agent hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's gross negligence or willful misconduct and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's gross negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 11. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor.

Section 12. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]
Attention:
Telecopier:

Collateral Agent: 1211 Avenue of the Americas
Attention: Regional Credit Manager
Telecopier: (212) 536-1295

Securities Intermediary: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 13. Termination. The obligations of the Securities Intermediary to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Securities Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Securities Intermediary of such termination in writing. The Collateral Agent agrees to provide notice of termination in substantially the form of Exhibit C hereto to the Securities Intermediary upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Securities Account pursuant to the terms of the Security Agreement. The termination of this Agreement

Exhibit C-4

shall not terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Exhibit C-5

IN WITNESS WHEREOF, the parties hereto have caused this Securities Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: _____
Name:
Title:

**THE CIT GROUP/BUSINESS CREDIT,
INC.,**
as Collateral Agent

By: _____
Name:
Title:

**[NAME OF SECURITIES
INTERMEDIARY],**
as Securities Intermediary

By: _____
Name:
Title:

EXHIBIT A
TO SECURITIES ACCOUNT CONTROL AGREEMENT

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Notice of Exclusive Control

Ladies and Gentlemen:

As referenced in the Securities Account Control Agreement dated as of _____, 200_ among **[NAME OF THE DEBTOR]**, you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over securities account number _____ (the "**Securities Account**") and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Securities Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to **[NAME OF THE DEBTOR]**.

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: _____
Name:
Title:

cc: **[NAME OF THE DEBTOR]**

Exhibit C-A-1

EXHIBIT B
TO SECURITIES ACCOUNT CONTROL AGREEMENT

Permitted Investments

[TO COME]

EXHIBIT C
TO SECURITIES ACCOUNT CONTROL AGREEMENT

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Termination of Securities Account Control Agreement

You are hereby notified that the Securities Account Control Agreement dated as of _____, 200_ among you, [NAME OF THE DEBTOR] and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) _____ from [NAME OF THE DEBTOR]. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [NAME OF THE DEBTOR] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit D-1

EXHIBIT D
TO PLEDGE AND SECURITY AGREEMENT

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement dated as of _____, 200_ (this "Agreement") among _____ (the "Debtor"), **THE CIT GROUP/BUSINESS CREDIT, INC.** as collateral agent for the Secured Parties (the "Collateral Agent") and _____, in its capacity as a "bank" as defined in Section 9-102 of the UCC (in such capacity, the "Financial Institution"). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated as of May 7, 2003, among the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Establishment of Deposit Account. The Financial Institution hereby confirms and agrees that:

(a) The Financial Institution has established account number **[IDENTIFY ACCOUNT NUMBER]** in the name "**[IDENTIFY EXACT TITLE OF ACCOUNT]**" (such account and any successor account, the "Deposit Account") and the Financial Institution shall not change the name or account number of the Deposit Account without the prior written consent of the Collateral Agent; and

(b) The Deposit Account is a "deposit account" within the meaning of Section 9-102(a)(29) of the UCC.

Section 2. Control of the Deposit Account. The Financial Institution shall comply with instructions originated by the Debtor directing disposition of the available funds in the Deposit Account until such time as the Collateral Agent delivers a written notice to the Financial Institution that the Collateral Agent is thereby exercising exclusive control over the Deposit Account (a "Notice of Exclusive Control"). The Collateral Agent shall not deliver a Notice of Exclusive Control unless [the Company fails to comply with Section 5.14(a)(iv) of the Credit Agreement or (ii)]¹ an Event of Default shall have occurred and be continuing at the time of delivery. If, at any time after the occurrence and during the continuance of an Event of Default and after delivery of a Notice of Exclusive Control to the Financial Institution, the Financial Institution shall receive any instructions originated by the Collateral Agent directing disposition of the funds in the Deposit Account, the Financial Institution shall comply with such instructions without further consent by the Debtor or any other person. The Financial Institution acknowledges that it has received notice of the security interest of the Collateral Agent in the Deposit Account and hereby acknowledges and consents to such lien.

Section 3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, by operation of law or otherwise a security

¹ Insert if this is an intermediary deposit account control agreement.

Exhibit D-1

interest in the Deposit Account or any funds credited thereto, the Financial Institution hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. Money and other items credited to the Deposit Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agent (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of customary fees and expenses for the routine maintenance and operation of the Deposit Account and (ii) the face amount of any checks which have been credited to such Deposit Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 4. Choice of Law. This Agreement and the Deposit Account shall each be governed by the laws of the State of New York.

Section 5. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into related to the Deposit Account, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto; and

(c) The Financial Institution hereby confirms and agrees that:

(i) Except for any standard banking product and service agreements entered into between the Debtor and the Financial Institution in the ordinary course of business, there are no other agreements entered into between the Financial Institution and the Debtor with respect to the Deposit Account; and

(ii) It has not entered into, and, until the termination of this Agreement, will not enter into, any agreement with any other person relating to the Deposit Account and/or any funds credited thereto pursuant to which it has agreed to comply with instructions originated by such persons as contemplated by Section 9-104 of the UCC.

Section 6. Adverse Claims. Except with respect to any interests the Financial Institution may have in the Deposit Account, the Financial Institution does not know of any liens, claims or encumbrances relating to the Deposit Account, other than those in favor of the Collateral Agent. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Deposit Account, the Financial Institution will promptly notify the Collateral Agent and the Debtor thereof.

Section 7. Maintenance of Deposit Account. In addition to, and not in lieu of, the obligation of the Financial Institution to honor instructions as set forth in Section 2 hereof, the Financial Institution agrees to maintain the Deposit Account as follows:

(a) Statements and Confirmations. The Financial Institution will promptly send copies of all statements, confirmations and other correspondence concerning the Deposit Account simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 11 of this Agreement; and

Exhibit D-2

(b) Tax Reporting. All interest, if any, relating to the Deposit Account, shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 8. Representations, Warranties and Covenants of the Financial Institution.
The Financial Institution hereby makes the following representations, warranties and covenants:

(a) The Deposit Account has been established as set forth in Section 1 and such Deposit Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Financial Institution.

Section 9. Indemnification of Financial Institution. The Debtor and the Collateral Agent hereby agree that (a) the Financial Institution is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Financial Institution with the terms hereof, except to the extent that such liabilities arise from the Financial Institution's gross negligence or willful misconduct and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's gross negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 10. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Financial Institution and by sending written notice of such assignment to the Debtor.

Section 11. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]
Attention:
Telecopier:

Collateral Agent: 1211 Avenue of the Americas
New York, NY 10036
Attention: Regional Credit Manager
Telecopier: (212) 536-1295

Exhibit D-3

Financial Institution: **[INSERT ADDRESS]**
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 12. Termination. The obligations of the Financial Institution to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Deposit Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Financial Institution of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Financial Institution upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Deposit Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not terminate the Deposit Account or alter the obligations of the Financial Institution to the Debtor pursuant to any other agreement with respect to the Deposit Account.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Exhibit D-4

IN WITNESS WHEREOF, the parties hereto have caused this Deposit Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: _____
Name:
Title:

**THE CIT GROUP/BUSINESS CREDIT,
INC.,**
as Collateral Agent

By: _____
Name:
Title:

[NAME OF FINANCIAL INSTITUTION],
as Financial Institution

By: _____
Name:
Title:

EXHIBIT A
TO DEPOSIT ACCOUNT CONTROL AGREEMENT

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Termination of Deposit Account Control Agreement

You are hereby notified that the Deposit Account Control Agreement dated as of _____, 200__ among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) from [NAME OF THE DEBTOR]. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [NAME OF THE DEBTOR] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: _____
Name:
Title:

Schedules to the Pledge and Security Agreement

| | |
|--------------|-------------------------------------|
| Schedule 4.1 | General Information |
| Schedule 4.2 | Location of Equipment and Inventory |
| Schedule 4.4 | Investment Related Property |
| Schedule 4.6 | Description of Letters of Credit |
| Schedule 4.7 | Intellectual Property |
| Schedule 4.8 | Commercial Tort Claims |

Schedule 4.1

General Information

A. Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office and Organizational Identification Number of each Grantor.

| Full Legal Name | Type of Organization | Jurisdiction of Organization | Chief Executive Office | Organization I.D.# |
|--|----------------------|------------------------------|---|--------------------|
| ISG Acquisition Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3624309 |
| International Steel Group Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3494636 |
| ISG Cleveland Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505015 |
| ISG Cleveland West Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505023 |
| ISG Cleveland West Properties Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505021 |
| ISG Cleveland Works Railway Company | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505011 |
| ISG Hennepin Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505017 |
| ISG Indiana Harbor Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505020 |
| ISG South Chicago & Indiana Harbor Railway Company | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505010 |
| ISG Warren Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3505012 |
| ISG Riverdale Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3567361 |
| ISG/EGL Holding Company | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 2049841 |
| ISG Plate Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3644072 |
| ISG Piedmont Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3644079 |
| ISG Sales Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor | 3644075 |

| | | | | |
|-------------------------------------|-------------|-----------|--|---------|
| ISG Venture Inc. | Corporation | Delaware | Richfield, OH 44286 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3644076 |
| ISG Burns Harbor Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3644070 |
| ISG Sparrows Point Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3644071 |
| ISG Steelton Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3644073 |
| ISG Lackawanna Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3644074 |
| ISG Railways Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3649320 |
| ISG Technologies Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3650089 |
| ISG Hibbing Inc. | Corporation | Delaware | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 3652110 |
| BETHLEHEM HIBBING CORPORATION | Corporation | Minnesota | 3250 Interstate Drive 2 nd Floor Richfield, OH 44286 | 30278 |

B. Other Names (including Trade Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years: None (other than those name changes referred to in part C below).

C. Changes in Names, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business and Corporate Structure within past five (5) years:

| Name of Grantor | Date of Change | Description of Change |
|--|----------------|---|
| International Steel Group Inc. | March 22, 2002 | Changed name from WLR Acquisition Corp. |
| International Steel Group Inc. ISG Cleveland Inc. ISG Cleveland West Inc. ISG Hennepin Inc. ISG Indiana Harbor Inc. ISG Warren Inc. ISG Riverdale Inc. ISG/EGL Holding Company ISG Cleveland Works Railway Company ISG Cleveland West Properties Inc. ISG South Chicago & Indiana Harbor Railway Company | Summer 2002 | Changed chief executive office from 3100 East 45 th St. Cleveland, OH 44127 to 3250 Interstate Drive, 2 nd Floor, Richfield, OH 44286 |
| ISG Cleveland Inc. | March 22, 2002 | Changed name from ISG Cleveland East Inc. |

| Name of Grantor | Date of Change | Description of Change |
|--|----------------|--|
| ISG Cleveland Works Railway Company | March 22, 2002 | Changed name from ISG Cleveland Railway Company |
| ISG South Chicago & Indiana Harbor Railway Company | March 22, 2002 | Changed name from ISG Indiana Harbor Railway Company |
| ISG/EGL Holding Company | June 17, 2002 | Changed name from LTV/EGL Holding Company |
| BETHLEHEM HIBBING CORPORATION | May 7, 2003 | Changed chief executive office from 1170 Eighth Avenue Bethlehem, PA 18016-7699 to 3250 Interstate Drive, 2 nd Floor, Richfield, OH 44286 |

D. Agreements pursuant to which any Grantor is found as debtor within past five (5) years:
None.

Schedule 4.4 (A)
Pledged Equity Interests

Pledged Stock:

| Grantor | Stock Issuer | % of Outstanding Stock of the Stock Issuer | Stock Certificate # | # of Shares |
|--------------------------------|--|--|---------------------|-------------|
| International Steel Group Inc. | ISG Cleveland Inc. | 100% | 1 | 100 |
| International Steel Group Inc. | ISG Cleveland West Inc. | 100% | 1 | 100 |
| International Steel Group Inc. | ISG Cleveland West Properties Inc. | 100% | 1 | 100 |
| International Steel Group Inc. | ISG Indiana Harbor Inc. | 100% | 1 | 100 |
| International Steel Group Inc. | ISG Hennepin Inc. | 100% | 1 | 100 |
| International Steel Group Inc. | ISG Warren Inc. | 100% | 1 | 100 |
| International Steel Group Inc. | ISG Riverdale Inc. | 100% | 2 | 1,000 |
| International Steel Group Inc. | ISG/EGL Holding Company | 100% | 2 | 100 |
| International Steel Group Inc. | ISG Acquisition Inc. | 100% | 1 | 1,000 |
| ISG Cleveland Inc. | ISG Cleveland Works Railway Company | 100% | 1 | 100 |
| ISG Indiana Harbor Inc. | ISG South Chicago & Indiana Harbor Railway Company | 100% | 1 | 100 |
| ISG Acquisition Inc. | ISG Real Estate Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Plate Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Piedmont Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Sales Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Venture Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Burns Harbor Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Sparrows Point Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Steeltou Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Lackawanna Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Railways Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Technologies Inc. | 100% | 1 | 1,000 |
| ISG Acquisition Inc. | ISG Hibbing Inc. | 100% | 1 | 1,000 |
| ISG Burns Harbor Inc. | ISG Chicago Cold Rolling Inc. | 100% | 1 | 1,000 |
| ISG Hibbing Inc. | Hibbing Land Corporation | 100% | 2 | 1,000 |
| ISG Hibbing Inc. | ONTARIO IRON COMPANY | 90% | A1, A8, A10 | 90 |

Pledged LLC Interests: None.

Pledged Partnership Interests:

| Grantor | Partnership | % of Outstanding Partnership Interests of the Partnership |
|-------------------------|---------------------------------|---|
| ISG/EGL Holding Company | L-S Electro-Galvanizing Company | 40% |

Pledged Trust Interests: None.

Schedule 4.2

Location of Equipment and Inventory

(See Attached)

Pledge and Security Agreement Schedule 4.2

Location of Equipment and Inventory

A. Owned Locations

| <u>LOCATION</u> | <u>COUNTY</u> | <u>STATE</u> |
|---|-------------------|-------------------|
| HENNEPIN FINISHING FACILITY RTS. 1-180 AND 71 HENNEPIN, ILLINOIS 61327 | PUTNAM | ILLINOIS |
| ISG SOUTH CHICAGO & INDIANA HARBOR RAILWAY COMPANY COMPRISING OF FEE PARCELS OF LAND AND EASEMENT RIGHTS APPURTENANT THERETO AND A LEASEHOLD PARCEL OF LAND LOCATED IN COOK COUNTY, ILLINOIS | COOK | ILLINOIS |
| COMPACT STRIP PROCESS FACILITY AND BASIC OXYGEN FURNACE FACILITY LOCATED ON PROPERTY IN RIVERDALE, ILLINOIS 13500 S. PERRY AVENUE RIVERDALE, IL 60627 | COOK | ILLINOIS |
| INDIANA HARBOR WORKS 3001 DICKEY ROAD EAST CHICAGO, INDIANA 46312 | LAKE | INDIANA |
| CALUMET COLLEGE LOCATED IN HAMMOND, INDIANA | LAKE | INDIANA |
| PROPERTY LOCATED ADJACENT TO CALUMET COLLEGE ON NEW YORK AVENUE IN WHITING, INDIANA | LAKE | INDIANA |
| BURNS HARBOR DIVISION U.S. HIGHWAY 12 BURNS HARBOR, IN 46304 | PORTER | INDIANA |
| ISG RAILWAYS INC. | PORTER | INDIANA |
| SPARROWS POINT DIVISION 5111 NORTH POINT BOULEVARD SPARROWS POINT, MD 21219-0166 | BALTIMORE | MARYLAND |
| ISG RAILWAYS INC. | BALTIMORE CITY | MARYLAND |
| 2558 HAMBURG TURNPIKE LACKAWANNA, NY 14218 | ERIE | NEW YORK |
| PIEDMONT PLATE PROCESSING 2027 MCCLIN CREEK ROAD | CATAWBA | NORTH CAROLINA |

| <u>LOCATION</u> | <u>COUNTY</u> | <u>STATE</u> |
|---|------------------------|--------------|
| NEWTON, NC 28658 | | |
| CLEVELAND EAST PART OF CLEVELAND WORKS LOCATED IN CLEVELAND; BROOKLYN TOWNSHIP, NEWBURGH HEIGHTS, AND CUYAHOGA HEIGHTS, OH | CUYAHOGA | OHIO |
| CLEVELAND WEST PART OF CLEVELAND WORKS LOCATED IN CLEVELAND; BROOKLYN TOWNSHIP, NEWBURGH HEIGHTS, AND CUYAHOGA HEIGHTS, OH | CUYAHOGA | OHIO |
| GRAND RIVER LIME PROCESSING FACILITY PAINESVILLE, OHIO | LAKE | OHIO |
| WARREN COKE BATTERY 2234 MAIN AVENUE S.W. WARREN, OHIO 44481-9602 | TRUMBULL | OHIO |
| ISG CLEVELAND WORKS RAILWAY COMPANY CLEVELAND EAST CLEVELAND, OHIO | CUYAHOGA | OHIO |
| ISG CLEVELAND WORKS RAILWAY COMPANY CLEVELAND WEST CLEVELAND, OHIO | CUYAHOGA | OHIO |
| ISG PLATE INC. ARC BUILDING MODENA ROAD COATESVILLE, PA 19320-0911 | CHESTER | PENNSYLVANIA |
| ISG PLATE INC. 900 CONSHOHOCKEN ROAD CONSHOHOCKEN, PA 19428 | MONTGOMERY | PENNSYLVANIA |
| PENNSYLVANIA STEEL TECHNOLOGIES 215 SOUTH FRONT STREET STEELTON, PA 17113 | DAUPHIN | PENNSYLVANIA |
| ISG RAILWAYS INC. | CHESTER | PENNSYLVANIA |
| ISG RAILWAYS INC. | DAUPHIN | PENNSYLVANIA |
| ISG RAILWAYS INC. | MONTGOMERY | PENNSYLVANIA |
| ISG RAILWAYS INC. | CAMBRIA | PENNSYLVANIA |
| ISG RAILWAYS INC. | LEHIGH, NORTHAMPTON | PENNSYLVANIA |

B. Leased Locations

| <u>LOCATION</u> | <u>COUNTY</u> | <u>STATE</u> |
|---|---------------------|----------------|
| ATLANTA SALES OFFICE 900 OLD ROSWELL LAKES PARKWAY, SUITE 140 ROSWELL, GA 30076 | | GEORGIA |
| CHICAGO COLD ROLLING INC. BURNS HARBOR, IN | PORTER | INDIANA |
| LOUISVILLE SALES OFFICE 120 SEARS AVENUE MARIPOSA CENTER, SUITE 210 LOUISVILLE, KY 40207-5063 | JEFFERSON | KENTUCKY |
| DETROIT SALES OFFICE 26777 CENTRAL PARK BOULEVARD CITY CENTER OFFICE PARK, SUITE 100 SOUTHFIELD, MI 48076 26999 CENTRAL PARK BOULEVARD CITY CENTER OFFICE PARK SOUTHFIELD, MI 48076 | OAKLAND | MICHIGAN |
| GRAND RAPIDS SALES OFFICE 3600 CAMELOT, S.E. GRAND RAPIDS, MI 9456-6002 | KENT | MICHIGAN |
| JACKSON SALES OFFICE 6265 PEAR ORCHARD ROAD, SUITE 104 JACKSON, MS 39211 | HINDS | MISSISSIPPI |
| ST. LOUIS SALES OFFICE 11820 TESSON FERRY ROAD, SUITE 204 ST. LOUIS, MO 63128 | ST. LOUIS | MISSOURI |
| NEW YORK SALES OFFICE 264 SOUTH STREET SUITE 2C CARRIAGE COURT MORRISTOWN, NJ 07960 101 EISENHOWER PARKWAY, SUITE 300, ROOM 317 ROSELAND, NJ 07068 | MORRIS ESSEX | NEW JERSEY |
| LACKAWANNA, NY | ERIE | NEW YORK |
| GREENSBORO SALES OFFICE, SUITE C-1 8004 LINVILLE ROAD OAK RIDGE, NC 27310 | GUILDFORD | NORTH CAROLINA |

| <u>LOCATION</u> | <u>COUNTY</u> | <u>STATE</u> |
|--|-------------------------|------------------|
| CINCINNATI SALES OFFICE 8260 NORTH CREEK DRIVE, SUITE 120 CINCINNATI, OH 45236-2296 | HAMILTON | OHIO |
| CLEVELAND SALES OFFICE 77 MILFORD DRIVE, SUITE 236-238 HUDSON, OH 44236 | SUMMIT | OHIO |
| PITTSBURGH SALES OFFICE CARNEGIE OFFICE PARK 2 600 NORTH BELL AVENUE PITTSBURGH, PA 15106 | ALLEGHENY | PENNSYLVANIA |
| NASHVILLE SALES OFFICE 101 WESTPARK DRIVE, SUITE 140 BRENTWOOD, TN 37027-5003 | WILLIAMSON | TENNESSEE |
| DALLAS SALES OFFICE 3 HIGHLAND CENTER, SUITE 340 2016 JUSTIN ROAD LEWISVILLE, TX 75077 | DENTON | TEXAS |
| HOUSTON SALES OFFICE DENMARK HOUSE, SUITE 477 12777 JONES ROAD HOUSTON, TX 77070 | MONTGOMERY | TEXAS |
| RICHMOND SALES OFFICE 7202 GLEN FOREST DRIVE, SUITE 103 RICHMOND, VA 12116-3771 | HENRICO | VIRGINIA |
| WASHINGTON, D.C. | DISTRICT OF COLUMBIA | WASHINGTON, D.C. |
| MILWAUKEE SALES OFFICE 10224 NORTH PORT WASHINGTON RD, SUITE A MEQUON, WI 53092 | MILWAUKEE | WISCONSIN |

C. Storage Facilities

| <u>LOCATION</u> | <u>COUNTY</u> | <u>STATE</u> |
|--|------------------|--------------|
| CHICAGO STEEL 174 S. 26TH STREET GADSDEN, AL 35904 | ETOWAH | ALABAMA |
| GLOBAL MATERIALS SERVICES 1802 RED HOT RD DECATUR, AL 35601-7571 | MORGAN | ALABAMA |
| HANNA STEEL CORP 3812 COMMERCE AVE FAIRFIELD, AL 35064-1440 | JEFFERSON | ALABAMA |
| MI-TECH STEEL, INC. 3301 MALLARD FOX DR. NW DECATUR, AL 35601-7576 | MORGAN | ALABAMA |
| POLYMER COIL COATERS 7001 VALLEY ROAD FAIRFIELD, AL 35064 | JEFFERSON | ALABAMA |
| PRECISION STRIP 36000 ALABAMA HWY 21 TALLADEGA, AL 35160 | TALLADEGA | ALABAMA |
| WORTHINGTON STEEL 1400 RED HAT RD DECATUR, AL 35601-7587 | DECATUR | ALABAMA |
| AMERIMAX BUILDING PRODUCTS, INC. 215 PHILLIPS ROAD W. HELENA, AR 72390 | PHILLIPS | ARIZONA |
| GLOBAL MATERIEL SERVICES LLC 200 NAVY ROAD FORT SMITH, AR 72901 | SEBASTIAN | ARIZONA |
| B-WAY CORP 10837 ETIWANDA AVENUE FONTANA, CA 92337 | SAN BERNADINO | CALIFORNIA |
| CROWN CORK & SEAL COMPANY, INC. 2200 WILBUR AVENUE ANTIOCH, CA 94509 | CONTRA COSTA | CALIFORNIA |
| KEEP ON TRUCKING 11355 ARROW ROUTE RANCH CUCAMONGA, CA 91730 | SAN BERNADINO | CALIFORNIA |
| MERIT USA 620 CLARK AVENUE PITTSBURGH, CA 94565 | CONTRA COSTA | CALIFORNIA |

| LOCATION | COUNTY | STATE |
|--|-----------------------|------------|
| METAL COATERS OF CALIFORNIA INC. (FORMERLY CALIFORNIA FINISHED METALS) 9133 CENTER AVENUE, RANCHO CUCAMONGA, CA 91730 | SAN BERNADINO | CALIFORNIA |
| SAMUEL METAL PROC. P.O. BOX 3155 LCD4 HAMILTON, ONTARIO CANADA, L8H7K8 | ONTARIO (PROVINCE) | CANADA |
| METAL PROCESSING, INC. P. O. BOX 3087 BRANDON, FL | HILLSBOROUGH | FLORIDA |
| ALL METAL SERVICE & WHSE 800 INDUSTRIAL PARK DR., NE MARIETTA, GA 30062 | COBB | GEORGIA |
| ALL METALS SERVICE & WAREHOUSING INC. 100 ALL METAL DRIVE CARTERSVILLE, GA 30120 | BARTOW | GEORGIA |
| B-WAY CORP HIGHWAY 84 WEST HOMERVILLE, GA 31634 | CLINCH | GEORGIA |
| JEFFERSON BLANKING INC. 234 S HOLLAND DRIVE PENDERGRASS, GA 30567 | HALL | GEORGIA |
| METAL COATERS OF GA, INC. 880 INDUSTRIAL PARK DRIVE MARIETTA, GA 30062 | COBB | GEORGIA |
| METAL COATERS OF GA, INC. PLANT, NO. 1150 MARIETTA INDUSTRIAL DRIVE N.E. MARIETTA, GA 30062 | COBB | GEORGIA |
| NORFOLK SOUTHERN CORPORATION SOUTHERN REGION MATERIAL SUPPLY, GATE 8, 1680 MARIETTA ROAD NW ATLANTA, GA 30318 | FULTON | GEORGIA |
| OLYMPIC STEEL-SOUTHERN DIVISION 509 BANKHEAD HIGHWAY WINDER, GA 30680 | BARROW | GEORGIA |
| SOUTHEASTERN METAL PROCESSING 509 BANKHEAD HIGHWAY P.O. BOX 25 WINDER, GA 30680 | BARROW | GEORGIA |
| RANDALL METALS CORPORATION | COOK OR | ILLINOIS |

| LOCATION | COUNTY | STATE |
|--|-------------|----------|
| 2483 GREENLEAF AVE. ELK GROVE VILLAGE, IL 60007-5509 | DUPAGE | |
| PRECOAT METALS 4800 S. KILBOURN AVENUE CHICAGO, IL 60632 | COOK | ILLINOIS |
| BUTLER MANUFACTURING COMPANY 1029 S HENDERSON GALESBURG, IL 61401 | KNOX | ILLINOIS |
| B-WAY CORP. 3400 N. POWELL AVE. FRANKLIN PARK, IL 60131 | COOK | ILLINOIS |
| FERALLOY CORPORATION (ST. LOUIS DIVISION) 2500 CENTURY DRIVE GRANITE CITY, IL 62040 | MADISON | ILLINOIS |
| HANNA STEEL CORP. 200 HANNA DRIVE PEKIN, IL 61554 | JEFFERSON | ILLINOIS |
| HOLLAND COMPANY (LEWIS RAIL DIVISION) 171 STREET, ASHLAND IC RAILYARD HAZLECREST, IL 60429 | COOK | ILLINOIS |
| METAL CLEANING CORP. 275 W. OLD HIGGINS ROAD DES PLAINES, IL 60018-2424 | COOK | ILLINOIS |
| METRON STEEL CO. 12900 SOUTH METRON DRIVE CHICAGO, IL 60633 | COOK | ILLINOIS |
| SEQUA PRECOAT, PRECOAT METALS DIVISION NORTHGATE INDUSTRIAL PARK, ROUTE 3 GRANITE CITY, IL 62040 | MADISON | ILLINOIS |
| STEEL WAREHOUSE - QUAD CITIES INC. 4305 81 ST AVE W ROCK ISLAND, IL 61201 | ROCK ISLAND | ILLINOIS |
| TRANSLOAD SERVICES INC. 162 E 26 TH STREET CHICAGO HEIGHTS, IL 60411 | COOK | ILLINOIS |
| WAYNE STEEL DISTRIBUTION CNTR SAUK VILLAGE, IL 21901 COTTAGE GROVE AVE CHICAGO HEIGHTS, IL 60411-4331 | COOK | ILLINOIS |
| FLAT ROCK METAL PROCESSING L.L.C. | PORTER | INDIANA |

| LOCATION | COUNTY | STATE |
|---|----------|---------|
| 725 GEORGE NELSON DR. PORTAGE, IN 46368-1275 | | |
| INDIANA PICKLING & PROCESS 6600 U.S. HIGHWAY 12 AVENUE PORTAGE, IN 45358 | PORTER | INDIANA |
| ROLL COATER INCORPORATED 2 ND & HUPP ROADS P.O. BOX 325 KINGSBURY, IN 46345 | LA PORTE | INDIANA |
| NATIONAL PROCESSING CO. 4506 CLINE AVENUE EAST CHICAGO, IN 45312 | LAKE | INDIANA |
| BLASTÉCH INC. 411 BLAINE STREET GARY, IN 46406 | LAKE | INDIANA |
| CHEMCOATERS 700 CHASE STREET GARY, IN 46404 | LAKE | INDIANA |
| CHICAGO STEEL & TINPLATE 700 CHASE STREET GARY, IN 46404 | LAKE | INDIANA |
| EAGLE STEEL PRODUCTS INC. 5150 LOOP ROAD JEFFERSONVILLE, IN 47130-8412 | CLARK | INDIANA |
| FERALLOY CORPORATION (MIDWEST) 6755 WATERWAY PORTAGE, IN 46368 | PORTER | INDIANA |
| GEN METALS WHSE & DIST 215 S HOLT ROAD INDIANAPOLIS, IN 46241 | MARION | INDIANA |
| GENERAL WAREHOUSING & TRANSPORTATION INC. 2515 S. HOLT ROAD INDIANAPOLIS, IN 46241 | MARION | INDIANA |
| GREAT LAKES PROCESSING 345 SALMON DRIVE PORTAGE, IN 46368 | PORTER | INDIANA |
| INDUSTRIAL STEEL CONSTRUCTION CO. 86 N. BRIDGE STREET GARY, IN 46404 | LAKE | INDIANA |
| MI-TECH STEEL, INC. | DECATUR | INDIANA |

| LOCATION | COUNTY | STATE |
|--|------------|---------|
| 15415 N. MONTGOMERY STREET, GREENSBURG, IN 47240-26620 | | |
| PRECISION STRIP, INC. 3518 W. 73 RD STREET ANDERSON, IN 46013 | MADISON | INDIANA |
| PRECOAT METALS US HIGHWAY 12 PORTAGE, IN 46368 | PORTER | INDIANA |
| ROLL & HOLD WAREHOUSE & DISTRIBUTION 725 GEORGE NELSON DRIVE PORTAGE, IN 46368 | PORTER | INDIANA |
| ROLL & HOLD WAREHOUSE & DISTRIBUTION 2515 HOLT STREET INDIANAPOLIS, IN 46241 | MARION | INDIANA |
| ROLL COATER INCORPORATED 1950 E MAIN STREET P.O. BOX 787 GREENFIELD, IN 46140 | HANCOCK | INDIANA |
| S.E.T. STEEL (FORMERLY NOBLE METALS) 9990 E. 56 TH STREET INDIANAPOLIS, IN 46236 | MARION | INDIANA |
| STEEL WAREHOUSE COMPANY, INC. 2722 W. TUCKER DRIVE SOUTH BEND, IN 46624 | ST. JOSEPH | INDIANA |
| VOSS CLARK 701 LOOP ROAD JEFFERSONVILLE, IN 47130 | CLARK | INDIANA |
| WORTHINGTON INDUSTRIES 100 WORTHINGTON DRIVE CHESTERTON, IN 46304-8812 | PORTER | INDIANA |
| WORTHINGTON STEEL CO. 100 WORTHINGTON DRIVE PORTER, IN 46304 | PORTER | INDIANA |
| MIDWEST WAREHOUSE COMPANY P.O. BOX 75 KINGSBURY, IN 46345 LEASED BUILDINGS NUMBER R-2-6, NUMBER R-6-6 AND NUMBER R-6-5 | LA PORTE | INDIANA |
| FLAT ROCK METAL INC. 951 TRAILS ROAD ELDRIDGE, IA 52748 | SCOTT | IOWA |

| LOCATION | COUNTY | STATE |
|---|-------------------|----------|
| GEN METALS WHSE & DIST 951 TRAIL ROAD ELDRIDGE, IA 52748 | SCOTT | IOWA |
| OLYMPIC STEEL IOWA INC. 6425 STATE ST. BETTENDORF, IA 52722-5548 | SCOTT | IOWA |
| ROLL & HOLD WAREHOUSE & DISTRIBUTION 3863 W. RIVER DRIVE DAVENPORT, IA 52802 | SCOTT | IOWA |
| EAGLE STEEL PRODUCTS INC. 2500 S. FLOYD STREET LOUISVILLE, KY 40217 | JEFFERSON | KENTUCKY |
| KENTUCKY STEEL CENTER INC. 1101 MAYDE ROAD BEREA, KY 40403 | GERRARD | KENTUCKY |
| NOBLE METAL PROCESSING 6301 MIDLAND INDUSTRIAL DRIVE SHELBYVILLE, KY 40065-9778 | SHELBY | KENTUCKY |
| PRECISION STRIP, INC. 446 HARDISON RD WOODBURN, KY 42170-9616 | SIMPSON | KENTUCKY |
| ROLL COATER 45 RIVER ROAD HAWESVILLE, KY 42348 | HANCOCK | KENTUCKY |
| ROLL COATER 2604 RIVER ROAD HAWESVILLE, KY 42348 | HANCOCK | KENTUCKY |
| STEEL TECHNOLOGIES ROUTE 1, BOX 334 U.S. ROUTE 42 GHENT, KY 41045 | CARROLL | KENTUCKY |
| STEEL TECHNOLOGIES INC. P.O. BOX 43339 LOUISVILLE, KY 40245-4137 | JEFFERSON | KENTUCKY |
| AMTROL INC. 2440 GRAYS ROAD SPARROWS POINT, MD 21219 | BALTIMORE | MARYLAND |
| CHESAPEAKE FINISHED METALS 6754 SANTA BARBARA COURT, BALTIMORE, MD 21227 | BALTIMORE CITY | MARYLAND |

| LOCATION | COUNTY | STATE |
|--|-------------------|---------------|
| CONSOLIDATED METAL SERVICES PULANSKI INDUSTRIAL PARKWAY BALTIMORE, MD | BALTIMORE CITY | MARYLAND |
| CROWN CORK & SEAL COMPANY, INC. 8801 CITATION ROAD BALTIMORE, MD 21221-3102 | BALTIMORE CITY | MARYLAND |
| DIAMOND TRAFFIC SERVICES, INC. 7670 CANTON CENTER DRIVE BALTIMORE, MD 21224-2027 | BALTIMORE CITY | MARYLAND |
| HEIDTMAN STEEL PRODUCTS 3131 GRAYS ROAD BALTIMORE, MD 21222 | BALTIMORE CITY | MARYLAND |
| HS PROCESSING LP (AKA HEIDTMAN STEEL) 2121 GRAYS ROAD BALTIMORE, MD 21222 | BALTIMORE CITY | MARYLAND |
| MAIN STEEL POLISHING CO. INC. 6301 ERDMAN AVENUE BALTIMORE, MD 21205 | BALTIMORE CITY | MARYLAND |
| MARYLAND METALS PROCESSING 4425 N. POINT BLVD. BALTIMORE, MD 21219-1003 | BALTIMORE CITY | MARYLAND |
| QUALITY PACKAGING INC. P.O. BOX 1743 GLEN BURNIE, MD 21060 | ANNE ARUNDEL | MARYLAND |
| SHIPSIDE MARINE FREIGHT 1601 S. HIGHLAND AVENUE BALTIMORE, MD 21224 | BALTIMORE CITY | MARYLAND |
| TINSTAR CO 6204 FRANKFORD AVENUE BALTIMORE, MD 21206 | BALTIMORE CITY | MARYLAND |
| TITAN STEEL 2500-B BROENING HIGHWAY BALTIMORE, MD 21224 | BALTIMORE CITY | MARYLAND |
| WORTHINGTON STEEL CO. 8911 KELSO DRIVE BALTIMORE, MD 21221 | BALTIMORE CITY | MARYLAND |
| THE CHARLES C. LEWIS CO. (EASTERN DIVISION) 209 PAGE BLVD SPRINGFIELD, MA 01104 | HAMPDEN | MASSACHUSETTS |
| GRUPO GETASA CARRETERA A. AHUMADITA | N/A | MEXICO |

| LOCATION | COUNTY | STATE |
|--|---------|----------|
| LOTE 18 FRACCION NORTE COL SAN FERNANDO, CP 21090 MEXICALI, B.S., MEXICO 21070 | | |
| ARIN INC 29139 CALAHAN ROAD ROSEVILLE, MI 48066 | MACOMB | MICHIGAN |
| ARLINGTON METALS CORPORATION 13100 ARLINGTON DRIVE SAWYER, MI 49125 | BERRIEN | MICHIGAN |
| AUTODIE INTERNATIONAL CORP. 44 COLDBROOK STREET NW GRAND RAPIDS, MI 49503 | KENT | MICHIGAN |
| BING METALS GROUP 1500 E. EUCLID STREET DETROIT, MI 48211 | WAYNE | MICHIGAN |
| DEARBORN STEEL CENTER 6837 WYOMING ST DEARBORN, MI 48126-2346 | WAYNE | MICHIGAN |
| DELACO STEEL CORPORATION 8111 TIREMAN AVENUE DEARBORN, MI 48126 | WAYNE | MICHIGAN |
| DEMME CORP 3525 CAPITAL CITY BLVD LANSING, MI 48901 | INGHAM | MICHIGAN |
| EDWARDS DISTRIBUTION GROUP C/O DEARBORN STEEL CENTER, INC. 6837 WYOMING AVENUE DEARBORN, MI 48126-2346 | WAYNE | MICHIGAN |
| EDWARDS DISTRIBUTION GROUP C/O MICHIGAN STEEL PROCESSING, INC. 36211 S. HURON ROAD NEW BOSTON, MI 48164 | WAYNE | MICHIGAN |
| FERROLUX METALS CO (DIVISION OF FERRAGON GROUP) 36263 MICHIGAN AVENUE WAYNE, MI 48184 | WAYNE | MICHIGAN |
| FLAT ROCK METAL 26601 W. HURON RIVER DR. FLAT ROCK, MI 48134-1134 | WAYNE | MICHIGAN |
| GOSS STEEL & PROCESSING C/O LAFAYETTE STEEL CO. 3600 N. MILITARY STREET | WAYNE | MICHIGAN |

| LOCATION | COUNTY | STATE |
|--|-----------|----------|
| DETROIT, MI 48210-0001 | | |
| INTEGRATED TERMINALS 25325 HALL ROAD WOODHAVEN, MI 48183 | WAYNE | MICHIGAN |
| KALAMAZOO STEEL PROCESSING, INC. 306 PEEKSTOK ROAD KALAMAZOO, MI 49005-0169 | KALAMAZOO | MICHIGAN |
| KASLE STEEL CORPORATION 1301 ALABAMA AVENUE FLINT, MI 48505 | GENESEE | MICHIGAN |
| KASLE STEEL CORPORATION 25225 HALL ROAD WOODHAVEN, MI 48183 | WAYNE | MICHIGAN |
| KENWAL PICKLING L.L.C. 8223 W. WARREN AVE., P.O. BOX 4359, DEARBORN, MI 48126 | WAYNE | MICHIGAN |
| LASER ACCESS CO. 1615 BROADWAY AVE., NW GRAND RAPIDS, MI 49504-2026 | KENT | MICHIGAN |
| MILL STEEL CO. 18030 RIALTO MELVINDALE, MI 48122 | WAYNE | MICHIGAN |
| NATIONAL STEEL (GREAT LAKES DIVISION) 1 QUALITY DRIVE BCOURSE, MI 48229 | WAYNE | MICHIGAN |
| NOBLE C/O SET ENTERPRISES 28207 VAN DYKE WARREN, MI 48093 | MACOMB | MICHIGAN |
| OLYMPIC STEEL (LAFAYETTE) 3600 MILITARY ROAD DETROIT, MI 48210 | WAYNE | MICHIGAN |
| PRO COIL 5260 HAGGERTY ROAD SOUTH CANTON, MI 48188 | MONROE | MICHIGAN |
| REGIONAL STEEL DIST CENTER 1775 HOLLOWAY DRIVE HOLT, MI 48840 | INGHAM | MICHIGAN |
| RSDC OF MICHIGAN 1775 HOLLOWAY DRIVE | INGHAM | MICHIGAN |

| LOCATION | COUNTY | STATE |
|---|-------------|-------------|
| HOLT, MI 48842 | | |
| SHILOH OF MICHIGAN LLC 9800 INKSTER ROAD ROMULUS, MI 48174 | WAYNE | MICHIGAN |
| STEELCASE INC. 4380 52 ND STREET KENTWOOD, MI 49512 | KENT | MICHIGAN |
| TAILOR STEEL LLC 1781 HOLLOWAY DRIVE HOLT, MI 48842 | INGAM | MICHIGAN |
| TAILOR STEEL AMERICA, C/O LASER ACCESS 1645 BROADWAY AVE NW GRAND RAPIDS, MI 49512 | KENT | MICHIGAN |
| TAILOR WELDED BLANK CO., C/O FLAT ROCK METAL INC. 26601 W. HURON RIVER DRIVE FLAT ROCK, MI 48134 | WAYNE | MICHIGAN |
| TAILOR WELDED BLANKS 1600 NADEAU ROAD MONROE, MI 48162 | MONROE | MICHIGAN |
| THYSSEN STEEL ONE THYSSEN PARK DRIVE DETROIT, MI 48210 | WAYNE | MICHIGAN |
| VOSS LANTZ 19451 SHERWOOD DETROIT, MI 48234 | WAYNE | MICHIGAN |
| WAYNE INDUSTRIES INC. 36253 MICHIGAN AVENUE WAYNE, MI 48184 | WAYNE | MICHIGAN |
| WORTHINGTON SPECIALTY PROC. P.O. BOX 1068 JACKSON, MI 49204 | JACKSON | MICHIGAN |
| WORTHINGTON STEEL COMPANY 1170 WORTHINGTON DRIVE TAYLOR, MI 48180 | WAYNE | MICHIGAN |
| NOBLE METAL PRODUCTS (FORMERLY UTILASE, INC.) 20101 HOOVER ROAD DETROIT, MI 48205 | WAYNE | MICHIGAN |
| B-WAY CORP 1301 MARTIN LUTHER KING BLVD. | PEARL RIVER | MISSISSIPPI |

| LOCATION | COUNTY | STATE |
|--|----------------|-------------|
| PICAYUNE, MS 39466 | | |
| CONSOLIDATED MATERIAL PRODUCTS 1085 MENDELL DAVIS DRIVE JACKSON, MS | HINDS | MISSISSIPPI |
| NITEK METAL SERVICE 212 APACHE DRIVE JACKSON, MS 39212 | HIADS | MISSISSIPPI |
| PRECOAT METALS 1095 MENDELL DAVIS DRIVE JACKSON, MS 39212 | HINDS | MISSISSIPPI |
| STEELCASE INC. 4300 EASTERN AVENUE GRAND RAPIDS, MI 49546 | KENT | MISSISSIPPI |
| DOUBLE G COATINGS COMPANY, L.P. 1096 MENDELL DAVIS DR. JACKSON, MS 39272-9109 | HINDS | MISSISSIPPI |
| PRECOAT METALS-GRANITE CITY 1310 PAPIN STREET, 3 RD FLOOR ST. LOUIS, MO 63103 | ST. LOUIS CITY | MISSOURI |
| BALDWIN STEEL CO INC. 500 STATE ROUTE 440 JERSEY CITY, NJ 07305 | HUDSON | NEW JERSEY |
| B-MAT INC. 6 LITHO ROAD TRENTON, NJ 08648-3304 | MERCER | NEW JERSEY |
| B-WAY CORP 6 LITHO ROAD TRENTON, NJ 08638 | MERCER | NEW JERSEY |
| DYNAMIC METALS INC. 1713 S 2 ND STREET PSCATAWAY, NJ 08854 | MIDDLESEX | NEW JERSEY |
| ENGLERT INC. 1200 AMBOY AVENUE PERTH AMBOY, NJ 08862 | MIDDLESEX | NEW JERSEY |
| LYNN-HUDD STEEL CORP. 235 ST. NICHOLAS AVENUE SOUTH PLAINFIELD, NJ 07080 | MIDDLESEX | NEW JERSEY |
| T.P.C. METALS INC. 798 FRELINGHOYSEN AVENUE NEWARK, NJ 07114 | ESSEX | NEW JERSEY |

| LOCATION | COUNTY | STATE |
|---|-------------|-------------------|
| INTEGRATED TERMINALS 1951 HAMBURG TURNPIKE, BOX 24, LACKAWANNA, NY 14218 | ERIE | NEW YORK |
| SWEENEY STEEL SERVICE CORP. 91 SAWYER AVENUE TONAWANDA, NY 14150 | ERIE | NEW YORK |
| BUTLER MANUFACTURING COMPANY 13421 N ROCKY ROAD LAURINBURG, NC 28353 | LEBANON | NORTH CAROLINA |
| GEN METALS WHSE & DIST ARROW INDUSTRIAL PARK 9925 BROOKFORD STREET CHARLOTTE, NC 28273 | MECKLENBURG | NORTH CAROLINA |
| RANDALL METALS CORP. 210 RYAN PATRICK DRIVE SALISBURY, NC 28147 | ROWAN | NORTH CAROLINA |
| ROLL & HOLD WAREHOUSING & DISTRIBUTION ARROWHEAD INDUSTRIAL PARK 9925 BROOKFORD STREET CHARLOTTE, NC 28273 | MECKLENBURG | NORTH CAROLINA |
| STEEL TECHNOLOGIES NC INC. 307 INDUSTRIAL DRIVE CLINTON, NC 28328 | SAMPSON | NORTH CAROLINA |
| THOMAS BUILT BUSES 1408 COURTESY RD HIGH POINT, NC 27260-7248 | DAVIDSON | NORTH CAROLINA |
| WAYNE STEEL, INC. 4309 U.S. HIGHWAY 311 RANDLEMAN, NC | GUILFORD | NORTH CAROLINA |
| MANSFIELD BLANKING DIVISION MANSFIELD, OH | | OHIO |
| HEIDTMAN STEEL PRODUCTS, INC. 2401 FRONT STREET TOLEDO, OH 43605-1145 | LUCAS | OHIO |
| COLUMBUS COATINGS CO 1800 WATKINS RD COLUMBUS, OH 43207 | FRANKLIN | OHIO |
| COLUMBUS PROCESSING CO. 4300 ALUM CREEK ROAD OBETZ, OH 43207 | FRANKLIN | OHIO |
| PRE-FINISH METALS, INC. (WALBRIDGE | WOOD | OHIO |

| LOCATION | COUNTY | STATE |
|--|-----------|-------|
| COATINGS) 30610 E. BROADWAY WALBRIDGE, OH 43465 | | |
| ALLIED SIGNAL 851 JACKSONVILLE ROAD GREENVILLE, OH 45331 | DRAKE | OHIO |
| B-WAY CORP 8200 BROADWELL ROAD CINCINNATI, OH 45244 | HAMILTON | OHIO |
| IDS OF CLEVELAND 8056 HIGHLAND POINTE PARKWAY, MACEDONIA, OH 44056 | SUMMIT | OHIO |
| LIVERPOOL COIL PROCESSING, INCORPORATE 880 STEEL DRIVE VALLEY CITY, OH 44280 | LORAIN | OHIO |
| LIVERPOOL COIL 880 STEEL DRIVE VALLEY CITY, OH 44280-9736 | LORAIN | OHIO |
| MAIN STEEL POLISHING CO. INC. 3805-B HENDRICKS ROAD YOUNGSTOWN, OH 44515 | MAHONING | OHIO |
| MEDINA BLANKING, INC. 5580 WEGMAN DRIVE P. O. BOX 360513 VALLEY CITY, OH 44136-0009 | LORAIN | OHIO |
| METALS USA INC. - KROHN STEEL SERVICE CENTER 5750 LOWER VALLEY PIKE SPRINGFIELD, OH 45502 | CHAMPAIGN | OHIO |
| MICHIGAN METAL TRANSPORTERS 8055 HIGHLAND POINT PKWY. MACEDONIA, OH 44056 | SUMMIT | OHIO |
| OHIO COATINGS CO. 2100 TIN PLATE PLACE YORKVILLE, OH 43971 | BELMONT | OHIO |
| OSMI 1305 INNISFALLEN AVENUE, SPRINGFIELD, OH 45506 | CLARK | OHIO |
| PRE-FINISH METALS, INC. 2400 YANKEE ROAD MIDDLETOWN, OH 45044 | BUTLER | OHIO |

| LOCATION | COUNTY | STATE |
|--|----------|-------|
| PRECISION STRIP, INC. 315 PARK AVENUE TIPP CITY, OH 45371 | MIAMI | OHIO |
| PRECISION STRIP, INC. 4400 OXFORD STATE ROAD MIDDLETOWN, OH 45044 | BUTLER | OHIO |
| PRECISION STRIP, INC. 86 S. OHIO STREET P.O. BOX 104 MINSTER, OH 45865-0104 | AUGLAIZE | OHIO |
| PRO-TEC COATINGS CO. 5000 COUNTY RD. #5 LEIPSIC, OH 45856 | HENRY | OHIO |
| QUALITY STEEL STORAGE, INC 5400 N. DETROIT AVENUE TOLEDO, OH 43612 | LUCAS | OHIO |
| ROLL & HOLD 755 HIGHLAND ROAD MACEDONIA, OH 44056 | SUMMIT | OHIO |
| SAMUEL STEEL PICKLING 1400 ENTERPRISE PARKWAY TWINSBURG, OH 44087 | SUMMIT | OHIO |
| SHILOH CORPORATION 402 NINTH AVENUE MANSFIELD, OH 44905-0037 | RICHLAND | OHIO |
| SOUTHWEST OHIO STEEL (SOS) LEVELING CO., INC. P.O. BOX 148 DRIVE HAMILTON, OH 45012 | BUTLER | OHIO |
| SOUTHWESTERN OHIO STEEL, INC. 1701/1801 MADE DRIVE MIDDLETOWN, OH 45042 | MEIGS | OHIO |
| TAILOR WELDED BLANK CO. C/O FLAT ROCK METAL INC. 7401 PONDEROSA ROAD PERRYSBURG, OH 43551 | WOOD | OHIO |
| TAYLOR COIL PROCESSING 2260 INDUSTRIAL TRACE LORDSTOWN, OH 44481 | TRUMBULL | OHIO |
| THE CHARLES C. LEWIS CO. (MID-WEST DIVISION) 1 WEST INTERSTATE STREET BEDFORD, OH 44146 | CUYAHOGA | OHIO |

| LOCATION | COUNTY | STATE |
|--|------------|--------------|
| TOLEDO BLANK INC. 1355 NORTH FEARING BLVD TOLEDO, OH 43609-1807 | LUCAS | OHIO |
| TWB C/O FLAT ROCK METAL INC 7401 PONDEROSA RD PERRYSBURG, OH 43551-4858 | WOOD | OHIO |
| WAYNE STEEL, INC. 851 JACKSONVILLE ROAD GREENVILLE, OH 45331 | DARKE | OHIO |
| WORTHINGTON STEEL CO. 350 LAWTON AVENUE MONROE, OH 45050 | BUTLER | OHIO |
| J&H WAREHOUSING, BETHSTAR MATERIAL 412 5 TH STREET PERRY, OK 73077 | NOBLE | OKLAHOMA |
| ALL STEEL, DIV OF HON IND 425 JAYCEE DRIVE HAZELTON, PA 18202 | LUZERNE | PENNSYLVANIA |
| BUTLER MANUFACTURING COMPANY 400 N. WEAVER STREET ANNVILLE, PA 17003 | PEAR RIVER | PENNSYLVANIA |
| CAN CORP OF AMERICA EXCELSIOR INDUSTRIAL PARK, P.O. BOX 170 BLANDON, PA 19510 | BERKS | PENNSYLVANIA |
| CENTRIA 1005 BEAVER GRADE ROAD AMBRIDGE, PA 15108 | ALLEGHENY | PENNSYLVANIA |
| CENTRIA 14TH STREET 104 FSC INDUSTRIAL PARK AMBRIDGE, PA 15003 | ALLEGHENY | PENNSYLVANIA |
| CHICAGO STEEL LTD. PARTNERSHIP C/O USS FAIRLESS WORKS 80 ROEBLING ROAD FAIRLESS HILLS, PA 19030 | BUCKS | PENNSYLVANIA |
| CLADTEX METALS INC. 191 SOUTH KEIM STREET POTTSTOWN, PA 19464 | MONTGOMERY | PENNSYLVANIA |
| HOFMAN INDUSTRIES INC. 3145 SHILLINGTON ROAD P.O. BOX 4127 SINKING SPRINGS, PA 19608-1606 | BERKS | PENNSYLVANIA |

| LOCATION | COUNTY | STATE |
|--|--------------|----------------|
| HON INDUSTRIES (ALL STEEL DIVISION) 425 JAYCEE DRIVE WEST HAZLETON, PA 18202-1188 | LUZERNE | PENNSYLVANIA |
| MATERIAL SCIENCES CORP 1295 NEW FORD MILL ROAD, MORRISVILLE, PA 19067 | BUCKS | PENNSYLVANIA |
| PACESETTER STEEL SERVICE, INC. 10 STEEL ROAD EAST MORRISVILLE, PA 19067 | BUCKS | PENNSYLVANIA |
| PENNTech TRANSFER CORP 999 BERKSHIRE BLVD. WYOMISSING, PA 19610-1229 | BERKS | PENNSYLVANIA |
| PENNTech TRANSFER CORPORATION 701 SPRING STREET P. O. BOX 14203 READING, PA 19087 | CHESTER | PENNSYLVANIA |
| PRE-FINISH METALS 120 ENTERPRISE AVENUE MORRISVILLE, PA 19067-3703 | BUCKS | PENNSYLVANIA |
| PRECOAT METALS 3500 WALNUT STREET MCKEESPORT, PA 15132-7257 | ALLEGHENY | PENNSYLVANIA |
| PRIME PLATE INDUSTRIES PHILADELPHIA NAVY BUSINESS CENTER 2001 LANGLY AVENUE, BUILDING 763 PHILADELPHIA, PA 19112 | PHILADELPHIA | PENNSYLVANIA |
| THE CHARLES C. LEWIS CO. (MID-ATLANTIC DIVISION) 1027 CONSHOHOCKEN ROAD CONSHOHOCKEN, PA 19428 | MONTGOMERY | PENNSYLVANIA |
| WORLD CLASS PROCESSING 21 CENTURY DRIVE AMBRIDGE, PA 15003 | ALLEGHENY | PENNSYLVANIA |
| LEASED STORAGE YARD LOCATED IN PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, PA USING THE BELOW MAILING ADDRESS: LFT REALTY GROUP, INC. 600 OLD ELM STREET CONSHOHOCKEN, PA 19428 | MONTGOMERY | PENNSYLVANIA |
| ALL METAL SERVICE AND WAREHOUSE INC. 115 COASTLINE ROAD | SPARTANBURG | SOUTH CAROLINA |

| LOCATION | COUNTY | STATE |
|---|-------------|----------------|
| SPARTANBURG, SC 29301 | | |
| ALL METALS SERVICES & WAREHOUSE BELLEW CARVER ROAD SPARTANBURG, SC 29301 | SPARTANBURG | SOUTH CAROLINA |
| CONSOLIDATED SYSTEMS INC. P. O. BOX 1756 COLUMBIA, SC 29202 | RICHLAND | SOUTH CAROLINA |
| CHEROKEE MARINE TERMINAL 520 COWAN STREET NASHVILLE, TN 37207 | DAVIDSON | TENNESSEE |
| DELTA STORAGE & TRANSFER, INC. 1388 N. SEVENTH STREET, P.O. BOX 70286 MEMPHIS, TN 38107 | SHELBY | TENNESSEE |
| FLAT ROCK METAL PROCESSING 6720 WATERWAY DRIVE PORTAGE, TN 46368 | PORTER | TENNESSEE |
| FULLEN DOCK & WAREHOUSE, INC. 382 KLINKE ROAD MEMPHIS, TN 38137 | SHELBY | TENNESSEE |
| HUNTER MARINE TERMINAL TRANSPORT 6615 ROBERTSON AVENUE P. O. BOX 90025 NASHVILLE, TN 37209 | DAVIDSON | TENNESSEE |
| JIT TERMINALS P. O. BOX 4800 530 MANUFACTURERS ROAD CHATTANOOGA, TN 37405-0880 | HAMILTON | TENNESSEE |
| MARUBENI AMERICA CORPORATION 104 WESTERN AVENUE PORTLAND, TN 37148 | ROBERTSON | TENNESSEE |
| MI-TECH STEEL, INC. 212 RUTHERFORD BOULEVARD P. O. BOX 469 MURFREESBORO, TN 37133 | RUTHERFORD | TENNESSEE |
| PRECISION STRIP INC. 4740 HUNGERFORD ROAD P.O. BOX 18987 MEMPHIS, TN 38118 | SHELBY | TENNESSEE |
| SATURN CORPORATION 100 SATURN PARKWAY P.O. BOX 1500 | MAURY | TENNESSEE |

| LOCATION | COUNTY | STATE |
|--|--------------------|---------------|
| SPRING HILL, TN 37174-1500 | | |
| TRANSTOR 4740 HUNGERFORD ROAD P.O. BOX 18967 MEMPHIS, TN. 38118 | SHELBY | TENNESSEE |
| METAL PRÉP 501 N. GREENWOOD STREET HOUSTON, TX 77011-1115 | HARRIS | TEXAS |
| METAL COATERS OPERATING L.P. HOUSTON, TX | HARRIS | TEXAS |
| DOUBLECOTE HOUSTON, TX | HARRIS | TEXAS |
| GENERAL STEVEDORES P O. BOX 9128 HOUSTON, TX 77011 | HARRIS | TEXAS |
| HOUSTON BARGE TERMINAL (DIV. OF GENERAL STEVEDORES, INC.) 5807 NAVIGATION BOULEVARD, BOX 9128 HOUSTON, TX 77011 | HARRIS | TEXAS |
| LMS INTERNATIONAL 6101 GILBERT ROAD LAREDO, TX 78041 | WEBB | TEXAS |
| METALS USA 8815 MISSISSIPPI ST. HOUSTON, TX 77029-4401 | HARRIS | TEXAS |
| PRECOAT METALS 16402 JACINTO PORT BOULEVARD HOUSTON, TX 77015 | HARRIS | TEXAS |
| OBORN TRANSFER & STORAGE FREEPORT CENTER BUILDING, A-15, 715 SPOT 0 YARD 7, P.O. BOX 1475, CLEARFIELD, UT 84016 | DAVIS | UTAH |
| ROLL COATER INCORPORATED 4502 FREEDOM WAY P.O. BOX 591 WEIRTON, WV 26062 | BROOKE- HANCOCK | WEST VIRGINIA |
| METALS USA SPEC. 301 INDUSTRIAL DRIVE HORIZON, WI 53032 | DODGE | WISCONSIN |

Schedule 4.4(B)**Acquired Equity and Assets**

| Grantor | Date of Acquisition | Description of Acquisition |
|--|----------------------------|--|
| International Steel Group Inc. (formerly known as WLR Acquisition Corp.) | April 12, 2002 | International Steel Group Inc. (formerly known as WLR Acquisition Corp.) acquired the assets and interests contemplated under the Asset Purchase Agreement by and between WLR Acquisition Corp. and LTV Steel Company, Inc., River Terminal Railway Company, Chicago Short Line Railway Company, The Cuyahoga Valley Railway, The LTV Corporation, and LTV Electro-Galvanizing, Inc., dated as of February 26, 2002, as amended. |
| ISG Riverdale Inc. | October 10, 2002 | ISG Riverdale Inc. acquired substantially all of the assets of Acme Steel Company, as contemplated under the Asset Purchase Agreement by and between ISG Riverdale Inc. and Acme Steel Company, dated as of September 10, 2002. |
| ISG Acquisition Inc. | May 7, 2003 | ISG Acquisition Inc. acquired the assets and interests contemplated under the Asset Purchase Agreement by and between Bethlehem Steel Corporation, the other Sellers named therein, ISG Acquisition Inc. and International Steel Group Inc., dated as of March 12, 2003, as amended. |

Schedule 4.4 (C)

Pledged Debt

None.

Schedule 4.4 (D)**Pledged Investment Accounts****Securities Account:**

| <i>Grantor</i> | <i>Securities Intermediary</i> | <i>Type of Account</i> | <i>Account Number</i> |
|--------------------------------|--------------------------------|------------------------|-----------------------|
| International Steel Group Inc. | Federated | Money market account | ██████████ |

Commodities Accounts: None.**Deposit Accounts:****Lock Box Accounts**

| <i>Grantor</i> | <i>Bank</i> | <i>Account Number</i> |
|-------------------------|---------------------|-----------------------|
| ISG Riverdale Inc. | Huntington | ██████████ |
| ISG Indiana Harbor Inc. | Huntington | ██████████ |
| ISG Hennepin Inc. | Huntington | ██████████ |
| ISG Cleveland Inc. | Huntington | ██████████ |
| ISG Burns Harbor Inc. | Huntington National | ██████████ |
| ISG Steelton Inc. | Huntington National | ██████████ |
| ISG Plate Inc. | Huntington National | ██████████ |
| ISG Piedmont Inc. | Huntington National | ██████████ |
| ISG Lackawanna Inc. | Huntington National | ██████████ |
| ISG Sparrows Point Inc. | Huntington National | ██████████ |

Certain portions of this Schedule have been redacted for confidentiality purposes.

Disbursement Accounts

| <i>Grantor</i> | <i>Bank</i> | <i>Account Number</i> |
|--|-------------|-----------------------|
| ISG Burns Harbor Inc. | Huntington | [REDACTED] |
| ISG Plate Inc. | Huntington | [REDACTED] |
| ISG Piedmont Inc. | Huntington | [REDACTED] |
| ISG Lackawanna Inc. | Huntington | [REDACTED] |
| ISG Sparrows Point Inc. | Huntington | [REDACTED] |
| ISG Steelton Inc. | Huntington | [REDACTED] |
| International Steel Group Inc. | Huntington | [REDACTED] |
| ISG Indiana Harbor Inc. | Huntington | [REDACTED] |
| ISG Hennepin Inc. | Huntington | [REDACTED] |
| ISG Cleveland Inc. | Huntington | [REDACTED] |
| ISG Riverdale Inc. | Huntington | [REDACTED] |
| ISG Warren Inc. | Huntington | [REDACTED] |
| ISG Sales Inc. | Huntington | [REDACTED] |
| ISG Venture Inc. | Huntington | [REDACTED] |
| ISG Cleveland Works Railway Company | Huntington | [REDACTED] |
| ISG South Chicago & Indiana Harbor Railway Company | Huntington | [REDACTED] |
| International Steel Group Inc. | Huntington | [REDACTED] |
| ISG Railways Inc. | Huntington | [REDACTED] |
| International Steel Group Inc. | Huntington | [REDACTED] |

Intermediary Account

| <i>Grantor</i> | <i>Bank</i> | <i>Account Number</i> |
|--------------------------------|-------------|-----------------------|
| International Steel Group Inc. | Huntington | [REDACTED] |

Concentration Account

| <i>Grantor</i> | <i>Bank</i> | <i>Account Number</i> |
|--------------------------------|-------------|-----------------------|
| International Steel Group Inc. | Huntington | [REDACTED] |

Receipts Account

| <i>Grantor</i> | <i>Bank</i> | <i>Account Number</i> |
|--------------------------------|-------------|-----------------------|
| International Steel Group Inc. | Huntington | [REDACTED] |

Corporate Benefits Account

| <i>Grantor</i> | <i>Bank</i> | <i>Account Number</i> |
|--------------------------------|-------------|-----------------------|
| International Steel Group Inc. | Huntington | [REDACTED] |

Schedule 4.6

Description of Letters of Credit

| Grantor | Applicant | Issuing Bank | Face Amount |
|-------------------------|-----------------------------------|---|---------------|
| ISG Riverdale Inc. | MacSteel International UK Limited | Standard Chartered Bank | \$ [REDACTED] |
| ISG Riverdale Inc. | Metalloyd Ltd. | Bayerische Hypo-Und Vereinsbank AG | \$ [REDACTED] |
| ISG Riverdale Inc. | Metalloyd Ltd. | Bayerische Hypo-Und Vereinsbank AG | \$ [REDACTED] |
| ISG Cleveland Inc. | Marcegaglia SPA | Instituto Bancario San Paola Di Tori, Italy | \$ [REDACTED] |
| ISG Hennepin Inc. | Novosteel SA | BNP Paribas (Suisse) S.A. | \$ [REDACTED] |
| ISG Hennepin Inc. | Novosteel SA | Banque Cantonale Vaudoise | \$ [REDACTED] |
| ISG Indiana Harbor Inc. | Stemcor USA, Inc. | Societe Generale | \$ [REDACTED] |
| ISG Indiana Harbor Inc. | Noble Resources Ltd. | Standard Chartered Bank | \$ [REDACTED] |
| ISG Indiana Harbor Inc. | Global Steel Services NA | First Union National Bank | \$ [REDACTED] |
| ISG Indiana Harbor Inc. | Novosteel SA | Credit Suisse First Boston | \$ [REDACTED] |

Certain portions of this schedule have been redacted for confidentiality purposes.

Schedule 4.7

Intellectual Property

(See Attached)

Schedule 4.7(A)COPYRIGHTS

| <u>Reg. No.</u> | <u>Title</u> | <u>Desc.</u> | <u>Reg. Date</u> | <u>Claimant.</u> |
|-----------------|--|---------------|------------------|---|
| PAu-1-024-344 | Best tool for top quality | videocassette | 6/5/87 | Bethlehem Steel Corporations & Westat, Inc. |
| TX-265-129 | Quality assurance manual: steel plants/ prepared by D.A. Olsson. | 55 p. | 2/5/79 | Bethlehem Steel Corporation |
| TX-265-130 | Quality assurance manual: fabricated reinforcing bars/prepared by W.H. Webb | 55 p. | 2/5/79 | Bethlehem Steel Corporation |
| TX-634-335 | Property characterization, hot-and cold-rolled steel sheet, composition, mechanical properties, formability. | 1 v. | 1/12/81 | Bethlehem Steel Corporation |
| TX-953-775 | Stick it in your ear. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-777 | Anthracite, the hard coal. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-778 | A Quick look at the Elkhorn Division | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-779 | Bethstar 80 steel plate. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-780 | The Bethlehem load indicator bolt. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-782 | Galvalume sheet for corrugated steel pipe. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-783 | B I E C offers project management and consulting services from the owner/operator viewpoint. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-784 | Custom-formed parts and fasteners from Bethlehem. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-953-785 | Bethlehem switch stands. | | 7/23/82 | Bethlehem Steel Corporation |
| TX-978-749 | B45PK hot-rolled steel sheet: property characterization: composition, mechanical | 1 v. | 9/20/82 | Bethlehem Steel Corporation |

| <u>Reg. No.</u> | <u>Title</u> | <u>Desc.</u> | <u>Reg. Date</u> | <u>Claimant.</u> |
|-----------------|---|--------------|------------------|---|
| | properties, formability. | | | |
| TX-1-156-490 | Billet inspection and grinding complex operations training manual | | 7/22/83 | Bethlehem Steel Corporation |
| TX-2-225-302 | Continuous S P C Improvement: A Primer on statistical process control and quality. | 74 p. | 12/21/87 | Bethlehem Steel Corporation |
| TX-4-153-181 | Bethlehem Steel Corporation: American manufacturing leadership in a changing global economy/Curtis H. Barnette. | 24 p. | 11/15/95 | Bethlehem Steel Corporation (employer for hire) |
| TXu-231-986 | Operations manual: no. 2, continuous slab caster: v. 1-3. | | 2/11/86 | Bethlehem Steel Corporation |
| Txu-233-128 | Mobile equipment replacement and fleet management system. | | 3/25/86 | Bethlehem Steel Corporation |
| Txu-265-349 | Ladle Treatment Stations training manual: Bethlehem Steel Burns Harpor Plant. | 1 v. | 1/7/87 | Bethlehem Steel Corporation |
| TXu-284-772 | Best tool for top quality/prepared by Bethlehem Steel Corporation and Westat, Inc. | 63 p. | 6/4/87 | Bethlehem Steel Corporation & Westat, Inc. |
| TXu-284-852 | Best tool for top quality/prepared by Bethlehem Steel Corp. and Westat, Inc. | 1 v. | 6/4/87 | Bethlehem Steel Corporation & Westat, Inc. |
| TXu-297-931 | Product label. | | 9/28/87 | Bethlehem Steel Corporation |
| TXu-299-972 | The Use of videodisc technology for steelworker training of quality and operations/Leon A. Murphy. | 6 p. | 9/28/87 | Bethlehem Steel Corporation |
| TXu-300-381 | No. 1 tandem modernization. | 1 v. | 10/19/87 | Bethlehem Steel Corporation |
| TXu-300-382 | 80" HSM process automation systems phase | 1 v. | 10/19/87 | Bethlehem Steel Corporation |

| <u>Reg. No.</u> | <u>Title</u> | <u>Desc.</u> | <u>Reg. Date</u> | <u>Claimant.</u> |
|-----------------|--|--------------|------------------|-----------------------------|
| | process. | | | Corporation |
| TXu-905-937 | Carrier Express quality assurance manual & standard operating procedures. | 1 v. | 3/12/99 | Bethlehem Steel Corporation |
| A-845590 | A New Tool For Corporate Print Media Buying. | Book | 3/21/77 | Bethlehem Steel Corporation |
| A-879236 | Landis Simulator. | Book | 6/1/76 | Bethlehem Steel Corporation |
| A-354453 | Modern Steels and their Properties Handbook 2757 Seventh Edition. | Book | 7/3/72 | Bethlehem Steel Corporation |
| A-174738 | use of a Modified Coulter Counter for Determining the Size Distribution of Microinclusions Extracted from Plain Carbon Steels. | Book | 7/1/70 | Bethlehem Steel Corporation |
| A-174739 | Expanded Capability of the Coulter Counter with a New Aperture Apparatus. | Book | 5/5/70 | Bethlehem Steel Corporation |
| A-103093 | Allowable Net Coking Time for Battery Unit. | Book | 8/29/69 | Bethlehem Steel Corporation |
| A-943193 | Fabricated Steel Construction Instructor's Manual. | Book | 8/4/67 | Bethlehem Steel Corporation |
| A-943192 | Fabricated Steel Construction Instructor's Manual. | Book | 8/4/67 | Bethlehem Steel Corporation |
| A-943191 | Fabricated Steel Construction Training Manual. | Book | 8/4/67 | Bethlehem Steel Corporation |
| A-943190 | Fabricated Steel Construction Training Manual. | Book | 8/4/67 | Bethlehem Steel Corporation |
| A-905342 | Bethlehem Steel's Supervisory Safety Manual, Chapter 10. | Book | 1/27/67 | Bethlehem Steel Corporation |
| A-905286 | Handling the Safety Problem Employee, Chapter 10. | Book | 2/14/67 | Bethlehem Steel Corporation |
| A-847598 | Modern Steels and Their Properties Handbook 268G, Sixth Edition. | Book | 6/3/66 | Bethlehem Steel Corporation |
| A-819825 | Bethlehem Steel Index to | Book | 12/8/65 | Bethlehem Steel |

| <u>Reg. No.</u> | <u>Title</u> | <u>Desc.</u> | <u>Reg. Date</u> | <u>Claimant.</u> |
|-----------------|---|--------------|------------------|-----------------------------|
| | Translations, 1959-1965. | | | Corporation |
| A-802718 | Bethlehem Steel's Supervisory Safety Manual, Chapter 1. | Book | 10/6/65 | Bethlehem Steel Corporation |
| A-800091 | Report Writer's Manual. | Book | 10/5/65 | Bethlehem Steel Corporation |
| A-808528 | Anti-Friction Bearing Code Manual | Book | 8/30/65 | Bethlehem Steel Corporation |
| A-720483 | Modern Steels and Their Properties, Handbook 268-F | Book | 9/14/64 | Bethlehem Steel Corporation |
| A-560064 | Modern Steels and Their Properties, Handbook 268-E | Book | 1/19/62 | Bethlehem Steel Corporation |

A copyright application for "Data Architecture - Application Architecture" was filed with the Copyright Office on 10/28/02 claimed by Bethlehem Steel Corporation.

Schedule 4.7(B)

Copyright Licenses

1. Software User Agreement dated December 18, 1990 between Bethlehem Steel Corporation and Industrial Automation Services Pty Limited [Licensor].
2. Software license agreements between various Bethlehem Steel entities (or their affiliates) and the below-listed companies:
 - BEA
 - i2
 - Information Builders (FOCUS only)
 - MRO (Maximo only)
 - WebMethods
3. Software License Agreement between Columbus Coatings (Licensee) and Industrial Automation Services PTY Limited, signed May 26, 2000 (for software to control coating mass).

Schedule 4.7(C)**PATENTS AND PATENT APPLICATIONS****1. Patents****A. ISG Patents**

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|--|--------------------|
| 691647 | Controlled Foamy Slag Process | AU | 5/21/98 |
| 727872 | Basic Oxygen Process With Iron Oxide Pellet Addition | AU | 10/10/97 |
| 730594 | Prevention Skull Accumulation on a Steelmaking Lance | AU | 2/26/97 |
| EP 886,739 | Nozzle Assembly Having Inert Gas Distributor | Austria | 6/11/01 |
| 709200 | Nozzle Assembly Having Inert Gas Distributor | AU | 10/10/96 |
| P19504567-8 | Controlled Foamy Slag Process | Brazil | 10/26/95 |
| 9701471 | Preventing Skull Accumulation on a Steelmaking Lance | Brazil | 3/25/97 |
| 9800833-1 | Basic Oxygen Process with Iron Oxide Pellet Addition | Brazil | 3/5/98 |
| 1,226,848 | Apparatus and Method for Plating Metallic Strip | CA | 5/18/83 |
| 1,221,334 | Strip Electroplating Using Consumable and non-consumable Anodes | CA | 9/13/82 |
| 1,205,417 | Apparatus and Method of Plating Metallic Strip | CA | 12/16/81 |
| 290581 | Nozzle Assembly Having Inert Gas Distributor | Czech Republic | 10/10/96 |
| EP 0 663 449 | Methods of Making High Nitrogen Content Steel | EPO | 12/20/94 |
| 0976843 | Treatment of Plant Waste Metal Oxides by Firing the same in the Form of Coke Containing Briquettes | EPO (covers only Belgium, Germany, France, UK, Albania, Latvia, Lithuania, Macedonia, Romania and Slovenia) | 12/18/99 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|--|--------------------|
| 0684320 | Process of Making Electrical Steels | EPO (covers only Bel., Sp., Fr., Neth. and U.K., Germany and Italy) | 4/18/95 |
| 0304540 | Nozzle Assembly Having Inert Gas Distributor | Korea, South | 7/23/01 |
| 189,400 | Method and Apparatus for Slag-Free Casting | MX | 7/17/98 |
| 202743 | Process of Making Electrical Steels | MX | 7/2/01 |
| 206838 | Nozzle Assembly Having Inert Gas Distributor | MX | 2/22/02 |
| 181324 | Nozzle Assembly Having Inert Gas Distributor | Poland | 10/10/96 |
| 2172228 | Nozzle Assembly Having Inert Gas Distributor | Russia | 8/20/01 |
| 5,137,075 | Continuous Casting Apparatus and Method | US | 2/21/91 |
| 5,203,909 | Method and Apparatus for Slag-Free Casting | US | 10/15/91 |
| 5,417,739 | Method of Making High Nitrogen Content Steel | US | 12/30/93 |
| 5,472,479 | Method of Making Ultra-Low Carbon and Sulfur Steel | US | 1/26/94 |
| 5,539,768 | Electric Arc Furnace Electrode Consumption Analyzer | US | 3/21/95 |
| 5,584,909 | Controlled Foamy Slag Process | US | 1/19/95 |
| 5,609,696 | Process of Making Electrical Steels [Patent reissued 11/24/98; see RE 35,967] | US | 7/14/95 |
| 5,798,001 | Electrical Steel With Improved Magnetic Properties in the Rolling Direction | US | 12/28/95 |
| 5,830,259 | Preventing Skull Accumulation on a Steelmaking Lance | US | 11/3/98 |
| RE 35,967 | Process of Making Electrical Steels (re-issue of U.S. PN 5,609,696 issued 3/11/97) | US | 7/21/97 |
| 5,865,876 | Multipurpose Lance | US | 12/13/96 |
| 5,885,323 | Foamy Slag Process Using Multi-Circuit Lance | US | 4/25/97 |
| 5,885,328 | Method of Agglomerating Oil-Containing Steel Mill Waste | US | 5/31/96 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|---|----------------|--------------------|
| 5,897,684 | Basic Oxygen Process with Iron Oxide Pellet Addition | US | 4/17/97 |
| 6,016,941 | Submerged Entry Nozzle | US | 4/14/98 |
| 6,068,708 | Process of Making Electrical Steels Having Good Cleanliness and Magnetic Properties | US | 3/10/98 |
| 6,120,577 | Treatment of Steel Mill Waste Metal Oxides | US | 3/25/98 |
| 6,158,572 | Water Driven Roller For Hot Strip Mill Sideguides | US | 7/31/98 |
| 6,217,673 | Process of Making Electrical Steels | US | 9/29/97 |
| 6,221,501 | Steel With Electrically Insulating Hematite Layer | US | 8/17/99 |
| 6,231,686 | Formability of Metal Having a Zinc Layer | US | 9/15/98 |
| 6,250,521 | Preventing Air Aspiration In Slide Gate Plate Throttling Mechanisms | US | 2/2/00 |
| 6,231,685 | Electrical Steel With Improved Magnetic Properties In The Rolling Direction | US | 6/19/98 |
| 6,488,790 | Method of Making a High-Strength Low-Alloy Hot Rolled Steel | US | 1/22/01 |
| 6,284,388 | Steel With Electrically Insulating Hematite Layer | US | 8/23/00 |
| 5723055 | Nozzle Assembly Having Inert Gas Distributor | US | 7/9/96 |
| 5441212 | Mandrel Sleeve Adaptor | US | 11/22/93 |
| 5,660,352 | Mandrel Sleeve Adaptor | US | 4/20/95 |
| 5,798,925 | Method and Apparatus for Monitoring a Moving Strip | US | 8/11/97 |
| 6,216,770 | Method of Improving the Surface Quality of a Continuously Cast Slab | US | 11/6/98 |

B. Patents Acquired From Bethlehem Steel

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|---|----------------|--------------------|
| 688178 | Bake Hardenable Vanadium Steel | Australia | 11/3/95 |
| 716905 | Bake Hardenable Steel Sheet (Vanadium/Carbon Ratio) | Australia | 5/1/96 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 705708 | Flow Control In A Continuous Caster Tundish | Australia | 10/16/95 |
| 590163 | Process For Reheating Molten Steel Contained In A Ladle | Australia | 7/25/88 |
| 592746 | Consumable Lance | Australia | 7/25/88 |
| 616622 | Improved Consumable Injection Lance | Australia | 7/11/89 |
| 709663 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Australia | 9/6/96 |
| 615458 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dust | Australia | 6/9/88 |
| 675354 | Method And System For Removing Or Causing Recycling Of Materials | Australia | 8/25/94 |
| 679272 | Method And Apparatus For Combustion Of Steel Plant Wastes | Australia | 8/25/94 |
| 700041 | Method For Rolling Finished Structural Shapes From Slabs | Australia | 10/23/95 |
| 804306 | Flow Control In A Continuous Caster Tundish | Austria | 10/16/95 |
| 334915 | Process For Reheating Molten Steel Contained In A Ladle | Austria | 5/24/88 |
| 377578 | Consumable Lance | Austria | 5/24/88 |
| 744475 | Process For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Austria | 5/14/96 |
| 0859866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Austria | 9/6/96 |
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Austria | 4/1/98 |
| 0363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts and Sludges Such As EAF Dust | Austria | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | Austria | 8/25/94 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | Austria | 8/25/94 |
| 0806995 | Method For Rolling Finished Structural Shapes From Slabs | Austria | 10/23/95 |
| 0706430 | Method Of Continuous Casting A Variable Flange Beam Blank | Austria | 10/5/93 |
| 804306 | Flow Control In A Continuous Caster Tundish | Belgium | 10/16/95 |
| 334915 | Process For Reheating Molten Steel Contained In A Ladle | Belgium | 5/24/88 |
| 377578 | Consumable Lance | Belgium | 5/24/88 |
| 744475 | Process For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Belgium | 5/24/96 |
| 0859866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Belgium | 9/6/96 |
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Belgium | 4/1/98 |
| 0363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts and Sludges Such As EAF Dust | Belgium | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | Belgium | 8/25/94 |
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | Belgium | 8/25/94 |
| 0806995 | Method For Rolling Finished Structural Shapes From Slabs | Belgium | 10/23/95 |
| PI9510297-3 | Flow Control In A Continuous Caster Tundish | Brazil | 10/16/95 |
| PI 8807177 | Process For Reheating Molten Steel Contained In A Ladle | Brazil | 5/24/88 |
| PI8807671-7 | Consumable Lance | Brazil | 5/24/88 |
| PI9602406-2 | Process For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Brazil | 5/23/96 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|---|----------------|--------------------|
| 1204081 | System For Controlling Gravity in Dense-Media Cyclone | Canada | 5/27/83 |
| 1187284 | Method For Increasing Wet Bulk Density Of Coking Coals | Canada | 6/8/83 |
| 1183808 | Wet-Classifying Method For Recovery of Carbon And Iron-Bearing Particles | Canada | 3/1/83 |
| 1216156 | Blast Furnace Control Method | Canada | 5/30/83 |
| 2018355 | Microalloyed Joint Bar For Use On Railroad Rails | Canada | 6/6/90 |
| 2044455 | Hot Rolled Microalloyed Steel And Its Use In Variable Thickness Sections | Canada | 6/12/91 |
| 1204305 | 5144-D-3 Titanium And Vanadiumdual-Phase Steel And Method Of Manufacture | Canada | 1/11/83 |
| 2082459 | Impact Pad For A Continuous Caster Tundish | Canada | 11/9/92 |
| 2163047 | Flow Control In A Continuous Caster Tundish | Canada | 11/16/95 |
| 1251225 | Continuous Casting Slag | Canada | 11/6/86 |
| 1323494 | Process For Reheating Molten Steel Contained In A Ladle | Canada | 4/20/88 |
| 1302081 | Consumable Lance | Canada | 4/20/88 |
| 1309863 | Improved Consumable Injection Lance | Canada | 8/29/89 |
| 1184079 | Method And Apparatus For Forming Minimized Spangle Coated Strip | Canada | 2/28/83 |
| 1204970 | Ferrous Product Having An Alloy Coating Thereon Of AL-ZN-MG-SI Allow And Method | Canada | 5/27/83 |
| 2175105 | Process For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Canada | 4/26/96 |
| 1189346 | Coke Oven Flue Temperature Measuring Process And Probe Machine | Canada | 5/3/83 |
| 1229001 | Method For Measuring Coke Oven Wall Temperature Using A Radiation Pyrometer | Canada | 9/14/84 |
| 1183268 | Pyrometer With Sighting Window Cleanliness Monitors | Canada | 8/15/83 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 2235499 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Canada | 9/6/96 |
| 2190410 | Galvanneal Annealing Temperature Measurement | Canada | 11/15/96 |
| 1177436 | Method Of Controlling A Coking Cycle Probe Supplying An Electrical Signal | Canada | 12/4/81 |
| 2192121 | Apparatus And Method For Measuring Temperature And/Or Emissivity Of a Steel Strip During A Coating Process | Canada | 12/5/96 |
| 1236913 | Inspection Of The Internal Portion Of Objects Using Ultrasonics | Canada | 1/22/85 |
| 1214887 | Radiation Scanning And Measuring Device | Canada | 7/18/83 |
| 2141813 | Online Tomographic Gauging Of Sheet Metal | Canada | 8/2/93 |
| 2016152 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such AS EAF Dust | Canada | 5/7/90 |
| 2038996 | Composition And Process For Corning Low Permeability Barriers For Waste Disposal Sites | Canada | 3/25/91 |
| 1297502 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dust | Canada | 6/17/88 |
| 2156824 | Method And Apparatus For Combustion Of Steel Plant Wastes | Canada | 8/25/94 |
| 83618 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | China P.R. | 5/1/96 |
| ZL 95196063.6 | Bake Hardenable Vanadium Steel | China P.R. | 11/3/95 |
| 96197034.0 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | China P.R. | 9/6/96 |
| 94197501.3 | Method For Rolling Finished Structural Shapes From Slabs | China P.R. | 10/23/95 |
| ZL 95197302.9 | Flow Control In A Continuous Caster Tundish | China P.R. | 10/16/95 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|-----------------------|--------------------|
| 172051 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dust | Denmark | 6/9/88 |
| 804306 | Flow Control In A Continuous Caster Tundish | European Patent Conv. | 10/16/95 |
| 334915 | Process For Reheating Molten Steel In A Ladle | European Patent Conv. | 5/24/88 |
| 377578 | Consumable Lance | European Patent Conv. | 5/24/88 |
| 744475 | Process For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | European Patent Conv. | 5/14/96 |
| 0859866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | European Patent Conv. | 9/6/96 |
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | European Patent Conv. | 4/1/98 |
| 0705420 | Online Tomographic Gauging Of Sheet Metal | European Patent Conv. | 8/2/93 |
| 363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dust | European Patent Conv. | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | European Patent Conv. | 8/25/94 |
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | European Patent Conv. | 8/25/94 |
| 0706430 | Method Of Continuous Casting A Variable Flange Beam Blank | European Patent Conv. | 10/5/93 |
| 100093 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dust | Finland | 6/9/88 |
| 804306 | Flow Control In A Continuous Caster Tundish | France | 10/16/95 |
| 334915 | Process For Reheating Molten Steel Contained In A Ladle | France | 5/24/88 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 377578 | Consumable Lance | France | 5/24/88 |
| 744475 | Process For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | France | 5/14/96 |
| 0859886 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | France | 9/6/96 |
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | France | 4/1/98 |
| 363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | France | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | France | 8/25/94 |
| 0806995 | Method For Rolling Finished Structural Shapes From Slabs | France | 10/23/95 |
| 69507341.9-08 | Flow Control In A Continuous Caster Tundish | Germany | 10/16/95 |
| 69613388 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Germany | 9/6/96 |
| DE69801360 T2 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Germany | 4/1/98 |
| 804306 | Flow Control In A Continuous Caster Tundish | Great Britain | 10/16/95 |
| 334915 | Process For Reheating Molten Steel Contained In A Ladle | Great Britain | 5/24/88 |
| 377578 | Consumable Lance | Great Britain | 5/24/88 |
| 744475 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Great Britain | 5/14/96 |
| 0859866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Great Britain | 9/6/96 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Great Britain | 4/1/98 |
| 0363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Great Britain | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | Great Britain | 8/25/94 |
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | Great Britain | 8/25/94 |
| 0806995 | Method For Rolling Finished Structural Shapes From Slabs | Great Britain | 10/23/95 |
| 0706430 | Method Of Continuous Casting A Variable Flange Beam Blank | Great Britain | 10/5/93 |
| 804306 | Flow Control In A Continuous Caster Tundish | Italy | 10/16/95 |
| 334915 | Process For Reheating Steel Contained In A Ladle | Italy | 5/24/88 |
| 377578 | Consumable Lance | Italy | 5/24/88 |
| 744475 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Italy | 5/14/96 |
| 0859866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Italy | 9/6/96 |
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Italy | 4/1/98 |
| 0363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Italy | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | Italy | 8/25/94 |
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | Italy | 8/25/94 |
| 0806995 | Method For Rolling Finished Structural Shapes From Slabs | Italy | 10/23/95 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 0706430 | Method Of Continuous Casting A Variable Flange Beam Blank | Italy | 10/5/93 |
| 2989270 | Flow Control In A Continuous Caster Tundish | Japan | 10/16/95 |
| 3251296 | ["Carbon Content"] Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Japan | 9/6/96 |
| 3160273 | [InfraRed #3] System And Method For Minimizing Slag Carryover During The Production Of Steel | Japan | 1/14/00 |
| 2863011 | Method For Rolling Finished Structural Shapes From Slabs | Japan | 10/23/95 |
| 2926688 | Variable Thickness Beam Blanks | Japan | 10/5/93 |
| 0339052 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | Korea South | 5/1/96 |
| 227706 | Bake Hardenable Vanadium Steel | Korea South | 11/3/95 |
| 262782 | Flow Control In A Continuous Caster Tundish | Korea South | 10/16/95 |
| 106715 | Process For Reheating Molten Steel Contained In A Ladle | Korea South | 4/25/88 |
| 106875 | Consumable Lance | Korea South | 5/24/88 |
| 0292229 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Korea South | 5/9/96 |
| 0321670 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Korea South | 9/6/96 |
| 0294271 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Korea South | 4/15/98 |
| 317142 | Method And Apparatus For Combustion Of Steel Plant Wastes | Korea South | 8/25/94 |
| 237732 | Method For Rolling Finished Structural Shapes From Slabs | Korea South | 10/23/95 |
| 205082 | Variable Thickness Beam Blanks | Korea South | 10/5/93 |
| 804306 | Flow Control In A Continuous Caster Tundish | Luxembourg | 10/16/95 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 334915 | Process For Reheating Molten Steel Contained In A Ladle | Luxembourg | 5/24/88 |
| 377578 | Consumable Lance | Luxembourg | 5/24/88 |
| 0859866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Luxembourg | 9/6/96 |
| 0299774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Luxembourg | 4/1/98 |
| 0363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Luxembourg | 6/9/88 |
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | Luxembourg | 8/25/94 |
| 0806995 | Method For Rolling Finished Structural Shapes From Slabs | Luxembourg | 10/23/95 |
| 174071 | Hot Rolled Microalloyed Steel And Its Use In Variable Thickness Sections | Mexico | 10/15/91 |
| 199485 | Bake Hardenable Vanadium Steel | Mexico | 11/3/95 |
| 203160 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | Mexico | 5/1/96 |
| 179259 | Slag Stopper | Mexico | 1/17/92 |
| 166235 | Process For Reheating Molten Steel Contained In A Ladle | Mexico | 6/23/88 |
| 165377 | Consumable Lance | Mexico | 6/23/88 |
| 166853 | Improved Consumable Lance | Mexico | 7/3/89 |
| 198214 | Galvanneal Annealing Temperature Measurement | Mexico | 11/22/96 |
| 202785 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Mexico | 4/23/98 |
| 168796 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Mexico | 6/15/88 |
| 192288 | Method And System For Removing Or Causing Recycling Of Materials | Mexico | 11/21/94 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 191927 | Method And Apparatus For Combustion Of Steel Plant Wastes | Mexico | 10/17/94 |
| 186916 | Variable Thickness Beam Blanks | Mexico | 11/5/93 |
| 804306 | Flow Control In A Continuous Caster Tundish | Netherlands | 10/16/95 |
| 334915 | Process For Reheating Steel Contained In A Ladle | Netherlands | 5/24/88 |
| 377578 | Consumable Lance | Netherlands | 5/24/88 |
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Netherlands | 4/1/98 |
| 0363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Netherlands | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | Netherlands | 8/25/94 |
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | Netherlands | 8/25/94 |
| 300095 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Norway | 6/9/88 |
| 178952 | Method For Rolling Finished Structural Shapes From Slabs | Poland | 10/23/95 |
| 88/5604 | Process For Reheating Molten Steel Contained In A Ladle | South Africa | 7/29/88 |
| 89/4912 | Improved Consumable Injection Lance | South Africa | 6/28/89 |
| 88/5602 | Consumable Lance | South Africa | 7/29/88 |
| 96/7866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | South Africa | 9/18/96 |
| 88/3753 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | South Africa | 5/26/88 |
| 95/9301 | Method For Rolling Finished Structural Shapes From Slabs | South Africa | 11/3/95 |
| 93/7666 | Variable Thickness Beam Blanks | South Africa | 10/15/93 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 0859866 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Spain | 9/6/96 |
| 2006985 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Spain | 6/17/88 |
| 0806995 | Method For Rolling Finished Structural Shapes From Slabs | Spain | 10/23/95 |
| 334915 | Process For Reheating Molten Steel Contained In A Ladle | Sweden | 4/25/88 |
| 377578 | Consumable Lance | Sweden | 5/24/88 |
| 0922774 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Sweden | 4/1/98 |
| 0363429 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Sweden | 6/9/88 |
| 0687309 | Method And System For Removing Or Causing Recycling Of Materials | Sweden | 8/25/94 |
| 0687349 | Method And Apparatus For Combustion Of Steel Plant Wastes | Sweden | 8/25/94 |
| 108318 | Bake Hardenable Vanadium Steel | Taiwan | 11/8/95 |
| 89385 | Flow Control In A Continuous Caster Tundish | Taiwan | 10/30/95 |
| 119821 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Taiwan | 5/3/96 |
| 127502 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | Taiwan | 5/3/96 |
| 94511 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Taiwan | 9/13/96 |
| 147017 | System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The Production Of | Taiwan | 4/22/98 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|---|----------------|--------------------|
| 68227 | Online Tomographic Gauging Of Sheet Metal | Taiwan | 8/24/93 |
| 44685 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Taiwan | 6/25/88 |
| 116960 | Method And System For Removing Or Causing Recycling Of Materials | Taiwan | 9/9/94 |
| 96273 | Method For Rolling Finished Structural Shapes From Slabs | Taiwan | 10/30/95 |
| 2046112 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | U.S.S.R. | 6/9/88 |
| 5785737 | Method For Recycling Iron Bearing Sludges In A Steelmaking Operation | US | 4/8/97 |
| 6241805 | Method And System For Improving The Efficiency Of A Basic Oxygen Furnace | US | 7/26/99 |
| 6126714 | Method For Recycling Iron Bearing Sludges In A Steelmaking Operation | US | 6/15/99 |
| 6136066 | Method For Recycling Iron Bearing Sludges In A Steelmaking Operation | US | 4/30/98 |
| 6383250 | Recycle Blends And Method For Enhancing Steelmaking Operations | US | 4/28/00 |
| 6514312 | ["Slag Conditioner"] Steelmaking Slag Conditioner | US | 11/29/00 |
| 5147452 | Method Of Agglomerating Mineral Ore Concentrate | US | 4/24/91 |
| 5941445 | Apparatus For Refurbishing A Coke oven Doorjamb | US | 11/24/97 |
| 6036079 | Method for Refurbishing a Coke Oven Doorjamb | US | 5/4/99 |
| 6080223 | Flame Detection Monitoring System for Detecting Blockages In Blast Furnace Injection Paths | US | 8/29/97 |
| 5853656 | Apparatus And Method For Cooling A Basic Oxygen Furnace Trunnion Ring | US | 7/8/97 |
| 6086817 | Off-Gas Hood For A Basic Oxygen Furnace And Method Of Repair | US | 10/16/98 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 6500224 | [Short: "Nitrogen Blow"] Method For Operating A Steelmaking Furnace During A Steelmaking Process | US | 10/11/01 |
| 5100613 | Hot Rolled Microalloyed Steel And Its Use In Variable Thickness Sections | US | 10/16/90 |
| 5326527 | TI Bearing Low Cost Structural Steels | US | 9/8/92 |
| 5514227 | Low Cost Structural Steels | US | 6/7/95 |
| 5507886 | TI Bearing Low Cost Structural Steels | US | 5/27/94 |
| 5556485 | Bake Hardenable Vanadium Steel | US | 11/7/94 |
| 5656102 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | US | 2/27/96 |
| 5858130 | Composition And Method For Producing An Alloy Steel And A Product Therefrom For Structural Use | US | 6/25/97 |
| 6270594 | Composition And Method For Producing An Alloy Steel And A Product Therefrom For Structural Use | US | 3/4/98 |
| 5387392 | Steel Grade For Use In Making Gas Cylinders | US | 8/25/93 |
| 6187117 | Method Of Making An As- Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | US | 1/20/99 |
| 6238493 | [Weathering Plate] Method Of Making A Weathering Grade Plate And Product Therefrom | US | 2/5/99 |
| 5603749 | Apparatus And Method For Vacuum Treating Molten Steel | US | 3/7/95 |
| 4801056 | Distributor For Continuous Casting Machine | US | 6/8/87 |
| RE35685 | Impact Pad For A Continuous Caster Tundish | US | 12/1/94 |
| 5551672 | Flow Control In A Continuous Caster Tundish | US | 1/13/95 |
| 4784209 | Continuous Casting Apparatus | US | 8/6/87 |
| 5078016 | Method For Using Load Cell Pinfor Continuous Caster Molds Shlsinger Instructed To File Divisional | US | 11/30/90 |
| 5649889 | Stress Alleviating Guide Roll | US | 10/6/94 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|---|----------------|--------------------|
| 5321875 | Well Block Centering Tool | US | 6/22/93 |
| 5100034 | Molten Metal Slide Gate Valve | US | 3/25/91 |
| 5083754 | Apparatus For Retaining Slag During The Discharge Of Molten Steel From a BOF Vessel | US | 6/20/91 |
| 4761178 | Process For Reheating Molten Steel Contained In A Ladle | US | 8/24/87 |
| 4792125 | Consumable Lance | US | 8/24/87 |
| 4852860 | Improved Consumable Injection Lance | US | 12/19/88 |
| 6408667 | A Four-High Mill Stand Roll Change Device, A Method Of Retrofit, And A Roll Change Device Therefrom | US | 10/26/00 |
| 5863361 | Method For Steckel Mill Operation | US | 5/1/97 |
| 6491761 | ["Stain Removal"] Apparatus And Process For Removing Stains From A Steel Sheet In A Continuous Pickling Line | US | 7/24/99 |
| 5675880 | Descaling System For Use In The Manufacture Of Steel And Corresponding Method | US | 8/29/96 |
| 5794658 | Descaling System For Use In The Manufacture Of Steel And Corresponding Method | US | 5/9/97 |
| 5238510 | Full Hard Galvalume Sheet | US | 12/4/91 |
| 6440582 | ["Brushed Min Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | US | 3/25/02 |
| 6468674 | [Short: "Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | US | 10/18/01 |
| 5795661 | Zinc Coated Steel Sheet And Strip Having Improved Formability And Surface Quality And Method Thereof | US | 7/10/96 |
| 6157899 | Prediction Of Responses To Different Powdering Tests On A Galvanneal-Coated Steel Substrate Or Different Tests | US | 10/21/98 |
| 4840712 | Process For Improving Wear On Conductor Rolls In Electroplating Steel Surfaces | US | 10/13/88 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 5660707 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | US | 12/16/96 |
| 5714049 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | US | 12/16/96 |
| 5538617 | Ferrocyanide-Free Halogen Tinplating Process And Bath | US | 3/8/95 |
| 6428851 | [Thermal Deposition] Method For Continuous Thermal Deposition Of A Coating And The Sheet Product Therefrom | US | 3/1/00 |
| 5196071 | Method And Apparatus For Dross Free Burning Of Slabs | US | 7/12/91 |
| 6059562 | Gas Appliance With Automatic Gas Shut-Off Device Responsive To Flame Outage | US | 8/13/98 |
| 5275488 | Drop-In Thermocouple | US | 5/27/93 |
| RE37922 | [Sharan Carbon Light Meter] Method And Apparatus To Determine And Control The Carbon Content Of Steel In A | US | 2/8/99 |
| 5610346 | Dropper Apparatus For BOF Drop-In Sensor | US | 1/5/96 |
| 6175676 | Fiber-Optic Sensor And Method Of Use Thereof To Determine Carbon Content Of Molten Steel Contained In A Basic Oxygen | US | 2/23/99 |
| 5785772 | Galvanneal Annealing Temperature Measurement | US | 5/27/97 |
| 5968227 | [InfraRed #1] System And Method For Minimizing Slag Carryover During The Tapping of A BOF Converter In The | US | 11/13/97 |
| 6129888 | [InfraRed #2] System And Method For Minimizing Slag Carryover During The Tapping Of a BOF Converter In The | US | 8/20/99 |
| 6197086 | [InfraRed #3] System And Method For Minimizing Slag Carryover During The Production Of Steel | US | 10/8/99 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|---|----------------|--------------------|
| 6440355 | ["BOF Bath Level-App"] Apparatus And Method For Measuring Bath Level In A Basic Oxygen Furnace To | US | 9/6/00 |
| 5690430 | Apparatus And Method For Measuring Temperature And/Or Emmissivity Of A Steel Strip During A Coating Process | US | 3/15/96 |
| 6131473 | Retractable Humidity Sensor For Use In Corrosion Test Chambers | US | 5/28/98 |
| 4928257 | Method And Apparatus For Monitoring The Thickness Profile Of a Strip | US | 1/25/88 |
| 4951222 | Method & System For Dimensional And Weight Measurements Of Articles Of Manufacture By Computerized | US | 6/9/88 |
| 5091862 | Method & System For Dimensional & Weight Measurements OF Articles Of Manufacture By Computerized Tomography | US | 6/20/90 |
| 5351203 | Online Tomographic Gauging Of Sheet Metal | US | 8/3/92 |
| 4840671 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | US | 7/29/88 |
| 4911757 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | US | 5/9/89 |
| 5259697 | Composition And Process For Forming Low Permeability Barriers For Waste Disposal Sites | US | 3/26/90 |
| 5435835 | Method And System For Removing Or Causing Recycling Of Materials | US | 1/6/94 |
| 5382279 | Method And Apparatus For Combustion Of Steel Plant Wastes | US | 1/7/94 |
| 5792364 | Wastewater Treatment Process For Vacuum Degasser Effluent | US | 4/29/97 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|---|----------------|--------------------|
| 6007601 | Lime Enhanced Pressure Filtration Of Iron And Steelmaking Sludge | US | 8/21/97 |
| 5766450 | Apparatus For Magnetic Filtration Of Waste waters Containing Oil-Coated Scale | US | 9/25/96 |
| 5989435 | Method For Magnetic Filtration Of Wastewaters Containing Oil-Coated Scale | US | 1/21/98 |
| 6387175 | Roadway Base Intermediate, Roadway Base, And Methods Of Manufacture | US | 10/5/00 |
| 5192418 | Metal Recovery Method And System For Electroplating Wastes | US | 7/8/91 |
| 5552235 | Embossed Cold Rolled Steel Sheet With Good Corrosion And Paintability Properties | US | 3/23/95 |
| 5780726 | Method Of Determining Slope Angles Of Impression Walls And Depths Of Impressions On An Embossed Sheet Surface | US | 8/28/96 |
| 6138374 | Apparatus And Method For Measuring Coating Thickness On A Substrate | US | 9/9/98 |
| 4662950 | Method Of Making A Steel Plate For Construction Applications | US | 11/5/85 |
| 5623845 | Method For Rolling Finished Structural Shapes From Slabs | US | 2/2/95 |
| 5386869 | Variable Flange Beam Blank And Method of Continuous Casting | US | 7/1/93 |
| 5616425 | Beam Blanks For Direct Rolling As Cast Into Finished Products | US | 9/29/94 |
| 4566630 | Boltless Friction-Fit Adjustable Rail Brace | US | 4/23/94 |
| D317278 | Adjustable Frog Clamp Having An Inclined Serrated Friction Engaging Surface | US | 2/21/89 |
| D317141 | Adjustable Frog Clamp Having An Inclined Serrated Friction Engaging Surface | US | 2/21/89 |
| 5094387 | Adjustable Hook Flange Guard Rail | US | 4/3/91 |
| 5115970 | Adjustable Switch Point Guard Rail | US | 9/14/90 |

| <u>Patent No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-------------------|--|----------------|--------------------|
| 5169064 | Adjustable Switch Point Guard Rail | US | 4/9/92 |
| 5705818 | Method And Apparatus For Detecting Radioactive Contamination In Steel Scrap | US | 2/29/96 |
| 5865008 | Structural Shape For Use In Frame Construction | US | 10/14/97 |
| 6199341 | Connection For A Lightweight Steel Frame System | US | 2/23/99 |
| 5791100 | Residential Steel Decking | US | 6/12/97 |
| 6505492 | [Hydroforming] Method And Apparatus For Forming Deep-Drawn Articles | US | 4/11/01 |
| 6518533 | High Strength Steel Tubing | US | 11/1/01 |
| 51036 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | Venezuela | 7/28/88 |
| P 3885088.5 | Process For Reheating Molten Steel Contained In A Ladle | West Germany | 5/24/88 |
| P3881053.0 | Consumable Lance | West Germany | 5/24/88 |
| 69601323.1-08 | Processing For Improving The Formability And Weldability Properties Of Zinc Coated Sheet Steel | West Germany | 5/14/96 |
| P3878691.5-08 | Process For Chemical Stabilization Of Heavy Metal Bearing Dusts And Sludges Such As EAF Dusts | West Germany | 6/9/88 |
| 694 14 373 T2 | Method And System For Removing Or Causing Recycling Of Materials | West Germany | 8/25/94 |
| 69408525 | Method And Apparatus For Combustion Of Steel Plant Wastes | West Germany | 8/25/94 |
| 69508797.5 | Method For Rolling Finished Structural Shapes From Slabs | West Germany | 10/23/95 |
| 69325821.71 | Method Of Continuous Casting A Variable Flange Beam Blank | West Germany | 10/5/93 |

2. Patent Applications

A. ISG Applications

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-----------------------------|---|---|--------------------|
| P00 01 04241 | Steel With Electrically Insulating Hematite Layer | Argentina | 8/16/00 |
| 338477 | Nozzle Assembly Having Inert Gas Distributor | Argentina | 10/11/96 |
| EP 866,739 | Nozzle Assembly Having Inert Gas Distributor | Belgium | 10/10/96 |
| PCT/US99/1233 | Electrical Steel With Improved Magnetic Properties in the Rolling Direction | Brazil | 6/3/99 |
| PI9800794-7 | Foamy Slag Process Using Multi-Circuit Lance | Brazil | 4/25/97 |
| 9612628-0 | Nozzle Assembly Having Inert Gas Distributor | Brazil | 10/10/96 |
| 2,147,335 | Process of Making Electrical Steels | CA | 4/19/95 |
| 2,137,102 | Method of Making High Nitrogen Content Steel | CA | 12/1/94 |
| 2,334,899 PCT/US99/12331 | Electrical Steel with Improved Magnetic Properties in the Rolling Direction | CA | 6/3/99 |
| 2,255,956 PCT/US97/00876 | Method of Agglomerating Oil-Containing Steel Mill Waste | CA | 5/23/97 |
| 2,159,231 | Controlled Foamy Slag Process | CA | 9/27/95 |
| 2,208,470 | Preventing Skull Accumulation on a Steelmaking Lance | CA | 6/23/97 |
| 2,225,291 | Basic Oxygen Process with Iron Oxide Pellet Addition | CA | 1/29/98 |
| 2,224,039 | Foamy Slag Process Using Multi-Circuit Lance | CA | 12/8/97 |
| 2,271,902 | Water Driven Roller for Hot Strip Mill Sideguides | CA | 5/11/99 |
| 2,261,173 | Treatment of Steel Mill waste Metal Oxides | CA | 12/17/99 |
| 2234451 | Nozzle Assembly Having Inert Gas Distributor | CA | 10/10/96 |
| 96198647.6 | Nozzle Assembly Having Inert Gas Distributor | China | 10/03/01 |
| 1099230 | Electrical Steel with Improved Magnetic Properties in the Rolling Direction | EPO | 6/3/99 |
| 0958385 | Method of Agglomerating Oil-Containing Steel Mill Waste | EPO (covers only Bel., Germ., Fr., U.K. and | 5/23/97 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|--|---|--------------------|
| | | Netherlands) | |
| 816517 | Preventing Skull Accumulation on a Steelmaking Lance | EPO(covers only Bel., Germ., Fr., U.K. and Netherlands) | 6/16/97 |
| 0976464 | Water Driven Roller for Hot Strip Mill Sideguides | EPO | 6/4/99 |
| EP 866,739 | Nozzle Assembly Having Inert Gas Distributor | France | 10/10/96 |
| EP 866,739 | Nozzle Assembly Having Inert Gas Distributor | Germany | 10/10/96 |
| 1101-DEL-9 | Multipurpose Lance | India | 4/29/97 |
| 1805/MAS/96 | Nozzle Assembly Having Inert Gas Distributor | India | 10/11/96 |
| EP 866,739 | Nozzle Assembly Having Inert Gas Distributor | Italy | 10/10/96 |
| 6-327626 | Production of High Nitrogen Content Steel | JP | 12/28/94 |
| 555261 | Electrical Steel with Improved Magnetic Properties in the Rolling Direction | JP | 6/3/99 |
| 97542754 | Method of Agglomerating Oil-Containing Steel Mill Waste | JP | 5/23/97 |
| 9-64150 | Controlled Foamy Slag Process | JP | 1/12/96 |
| US SN 08/646,832 | Foamy Slag Process Using Multi-Circuit Lance | JP | 5/31/96 |
| 9-791991 | Steelmaking Lance for Preventing Accumulation of Skull and Method for Cleaning Skull | JP | 4/10/97 |
| 97539124 | Multipurpose Lance | JP | 11/2/98 |
| 10-107755 | Basic Oxygen Process with Iron Oxide Pellet Addition | JP | 4/17/98 |
| 98-11-5141 | Method for Improving Recovery of Afterburning Heat in Vessel Providing Lance | JP | 4/24/98 |
| 10-348288 | Immersion Nozzle for Introducing Molten Steel into Mold | JP | 12/08/98 |
| 11-82079 | Treatment of Steel Mill Waste Metal Oxides of Steel Making Waste | JP | 3/25/99 |
| 11-138336 | Roller Assembly for Guiding steel Strip and Side-part Guiding Assembly Which is Attached to Conveyer Side- | JP | 5/19/99 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|-----------------------------|--|----------------|--------------------|
| | Part Guide | | |
| 10-348228 | Submerged Entry Nozzle | JP | 12/8/98 |
| 8-110910 | Method And Apparatus For Monitoring A Moving Strip | JP | 5/1/96 |
| 94-31002 | Method of Making High Nitrogen Content Steel | Korea | 11/24/94 |
| PCT/US99/12331 | Electrical Steel With Improved Magnetic Properties in the Rolling Direction | Korea | 6/3/99 |
| 98-709880 PCT/US97/08746 | Method of Agglomerating Oil-Containing Steel Mill Waste | Korea | 11/30/98 |
| 97-11912 | Preventing Skull Accumulation on a Steelmaking Lance | Korea | 3/31/97 |
| 94-41286 | Controlled Foamy Slag Process | Korea | 11/14/95 |
| 98-11344 | Foamy Slag Process Using Multi-Circuit Lance | Korea | 3/31/98 |
| 99-6682 | Treatment Of Steel Mill Waste Metal Oxides | Korea | 2/27/99 |
| 98-11345 | Basic Oxygen Process With Iron Oxide Pellet Addition | Korea | 3/31/98 |
| 10-1999-15642 | Water Driven Roller For Hot Strip Mill Sideguides | Korea | 4/30/99 |
| 98-64101 | Submerged Entry Nozzle | Korea | 12/31/98 |
| PI20003720 | Insulating Hematite Layer | Malaysia | 8/15/00 |
| PCT/US99/12331 | Electrical Steel With Improved Magnetic Properties In The Rolling Direction | Mexico | 6/3/99 |
| 992294 | Process For Making Electrical Steels Having Good Cleanliness And Magnetic Properties | Mexico | 3/9/99 |
| PV 460-98 | Nozzle Assembly Having Inert Gas Distributor | Slovakia | 10/10/96 |
| EP 866,739 | Nozzle Assembly Having Inert Gas Distributor | Spain | 10/10/96 |
| EP 866,739 | Nozzle Assembly Having Inert Gas Distributor | UK | 10/10/96 |
| 09/654,312 (94.7A-DIV) | Electrical Steel With Improved Magnetic Properties in the Rolling Direction | US | 9/1/00 |
| 1825-96 | Nozzle Assembly Having Inert Gas Distributor | Venezuela | 10/10/96 |

B. Applications Acquired From Bethlehem Steel

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|---|----------------|--------------------|
| P020103811 | [Short: "Nitrogen Blow"] Method For Operating A Steelmaking Furnace During A Steelmaking Process | Argentina | 10/9/02 |
| 00 01 00173 | ["InfraRed #3"] System And Method For Minimizing Slag Carryover During The Production Of Steel | Argentina | 1/14/00 |
| 2002301248 | [Short: "Nitrogen Blow"] A Method For Operating A Steelmaking Furnace During A Steelmaking Process | Australia | 9/30/02 |
| 44148/99 | Method Of Making An As- Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | Australia | 6/3/99 |
| 69304/00 | [Short: "Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | Australia | 8/24/00 |
| 2002300705 | [Short: "Brushed Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A | Australia | 8/24/02 |
| To be provided | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Australia | 1/22/03 |
| 11346/00 | System And Method For Minimizing Slag Carryover During The Production Of Steel | Australia | 1/14/00 |
| PI 0204151-0 | [Short: "Nitrogen Blow"] Method For Operating A Steelmaking Furnace During A Steelmaking Process | Brazil | 10/11/02 |
| PI 9509616-7 | Bake Hardenable Vanadium Steel | Brazil | 11/3/95 |
| PI 9612531-4 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | Brazil | 5/1/96 |
| PI9917087-6 | Method Of Making An As- Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | Brazil | 6/3/99 |
| PI0014608-0 | ["Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | Brazil | 8/24/00 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|---|----------------|--------------------|
| | Coating Method | | |
| PI10205486-8 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Brazil | 12/26/02 |
| P10202689-9 | ["Brushed Min Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | Brazil | 7/15/02 |
| PI0000533-9 | System And Method For Minimizing Slag Carryover During The Production Of Steel | Brazil | 1/14/00 |
| PI9813051-0 | Structural Shape For Use In Frame Construction | Brazil | 7/15/98 |
| 9800833-1 | Basic Oxygen Process With Iron Oxide Pellet Addition | Brazil | 3/5/98 |
| 2278495 | Method For Recycling Iron Bearing Sludges IN A Steelmaking Operation | Canada | 1/22/98 |
| 2406394 | [Short: "Nitrogen Blow"] A Method For Operating A Steelmaking Furnace During A Steelmaking Process | Canada | 10/3/02 |
| 2204492 | Bake Hardenable Vanadium Steel | Canada | 11/3/95 |
| 2250162 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | Canada | 5/1/96 |
| 2353407 | Method Of Making An As- Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | Canada | 6/3/99 |
| 2236440 | Method For Steckel Mill Operation | Canada | 4/30/98 |
| 2,380,891 | ["Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product Coating Method | Canada | 8/24/00 |
| 2413521 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Canada | 12/3/02 |
| 2391476 | [Short: "Brushed Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A | Canada | 6/25/02 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|---|-----------------------|--------------------|
| 2233516 | ["IntraRed #1"] System And Method For Minimizing Slag Carryover During The Tapping Of A BOF Converter In The | Canada | 3/30/98 |
| 2295386 | System And Method For Minimizing Slag Carryover During The Production Of Steel | Canada | 1/13/00 |
| 2156823 | Method And System For Removing Or causing Recycling Of Materials | Canada | 8/25/94 |
| 2165289 | Variable Thickness Beam Blanks | Canada | 10/5/93 |
| 2305170 | Structural Shape For Use In Frame Construction | Canada | 7/15/98 |
| 99815699.X | [Weathering Steel Plate] Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | China P.R. | 6/3/99 |
| 00101088.3 | System And Method For Minimizing Slag Carryover During The Production Of Steel | China P.R. | 1/14/00 |
| 02022423.4 | [Short: "Nitrogen Blow"] A Method For Operating A Steelmaking Furnace During A Steelmaking Process | European Patent Conv. | 10/4/02 |
| 00125748.4 | Bake Hardenable Based Upon Vanadium/Carbon Ratios [Divisional Application] | European Patent Conv. | 11/3/95 |
| 95939832.2 | Bake Hardenable Vanadium Steel | European Patent Conv. | 11/3/95 |
| 00957724.8 | [Short: "Min Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | European Patent Conv. | 8/24/00 |
| 02014567.8 | [Short: "Brushed Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A | European Patent Conv. | 7/1/02 |
| 02027947.7 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | European Patent Conv. | 12/13/02 |
| 00113340.4 | Method And Apparatus To Determine And Control The | European Patent Conv. | 9/6/96 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|---|-----------------------|--------------------|
| | Carbon Content Of Steel In A BOF Vessel | | |
| 00100458.9 | [InfraRed #3] System And Method For Minimizing Slag Carryover During The Production Of Steel | European Patent Conv. | 1/11/00 |
| 20/CaI/2000 | System And Method For Minimizing Slag Carryover During The Production Of Steel | India | 1/14/00 |
| 1101-DEL-9 | Multipurpose Lance | India | 4/29/97 |
| W00200200229 | ["Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product Coating Method | Indonesia | 1/28/02 |
| P00200200845 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Indonesia | 11/26/02 |
| P00200200473 | ["Brushed Min Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | Indonesia | 8/2/02 |
| 2002-284680 | [Short: "Nitrogen Blow"] Method Of Cooling A Molten Metal Bath In A Metallurgical Process | Japan | 9/30/02 |
| 08-515506 | Bake Hardenable Vanadium Steel | Japan | 11/3/95 |
| 9-530905 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | Japan | 5/1/96 |
| 2000-594966 | Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | Japan | 6/3/99 |
| 2001-529472 | ["Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product Coating Method | Japan | 8/24/00 |
| 2002-205490 | [Short: "Brushed Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A | Japan | 7/15/02 |
| 8171687 | Process For Improving The Formability And Weldability Properties Of Zinc Coated | Japan | 5/17/96 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|---|----------------|--------------------|
| | Sheet Steel | | |
| 07-518461 | Method And System For Removing Or Causing Recycling Of Materials | Japan | 8/25/94 |
| 07-518462 | Method And Apparatus For Combustion Of Steel Plant Wastes | Japan | 8/25/94 |
| 6-327626 | Method Of Making High Nitrogen Content Steel | Japan | 12/28/94 |
| 97-11912 | Preventing Skull Accumulation On A Steelmaking Lance | Korea | 3/31/97 |
| 10-2002-0060385 | [Short: "Nitrogen Blow"] A Method For Operating A Steelmaking Furnace During A Steelmaking Process | Korea South | 10/4/02 |
| 2002-0077126 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Korea South | 12/6/02 |
| 2002-0041072 | [Short: "Brushed Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A | Korea South | 7/15/02 |
| 2000-0001624 | System And Method For Minimizing Slag Carryover During The Production Of Steel | Korea South | 1/14/00 |
| PI 20020047 | [Short: "Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | Malaysia | 1/8/02 |
| PI 20024584 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Malaysia | 12/5/02 |
| PI 20022542 | ["Brushed Min Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | Malaysia | 7/4/02 |
| PA/a/2002/009974 | [Short: "Nitrogen Blow"] Method Of Cooling A Molten Metal Bath In A Metallurgical Process | Mexico | 10/9/02 |
| 975271 | Flow Control In A Continuous Caster Tundish | Mexico | 7/11/97 |
| PA/a/2002/001708 | [Short: "Minimum Spangle"] | Mexico | 8/24/00 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|--|----------------|--------------------|
| | A Coating Composition For Steel Product, A Coated Steel | | |
| PA/a/2002/006968 | ["Brushed Min Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | Mexico | 7/16/02 |
| 982959 | Method And Apparatus To Determine And Control The Carbon Content Of Steel In A BOF Vessel | Mexico | 9/6/96 |
| 559 | System And Method For Minimizing Slag Carryover During The Production Of Steel | Mexico | 1/14/00 |
| 3374 | Structural Shape For Use In Frame Construction | Mexico | 7/15/98 |
| 516750 | [Short: "Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | New Zealand | 1/22/02 |
| 523419 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coated Method | New Zealand | 1/3/03 |
| 519954 | [Short: "Brushed Minimum Spangle"] A Coating Composition for Steel Product, A Coated Steel Product, And A | New Zealand | 9/30/02 |
| PCT/US99/12300 | Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | PCT | 6/3/99 |
| PCT/US00/23164 | [Short: "Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A Steel Product | PCT | 8/24/00 |
| PCT/US93/09485 | Variable Flange Beam Blank And Method Of Continuous Casting | PCT | 10/5/93 |
| PCT/US99/12331 | Electrical Steel With Improved Magnetic Properties In The Rolling Direction | PCT | 6/3/99 |
| PCT/US97/07102 | Multipurpose Lance | PCT | 4/29/97 |
| PCT/US97/08746 | Method Of Agglomerating Oil-Containing Steel Mill Waste | PCT | 11/27/98 |
| 90100550 | System And Method For Minimizing Slag Carryover | Taiwan | 1/17/00 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|--|----------------|--------------------|
| | During The Production Of Steel | | |
| 91122541 | [Short: "Nitrogen Blow"] Method For Operating A Steelmaking Furnace During A Steelmaking Process | Taiwan | 9/30/02 |
| 85105388 | Bake Hardenable Based Upon Vanadium/Carbon Ratios | Taiwan | 5/6/96 |
| 91137191 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Taiwan | 12/24/02 |
| 91114090 | [Short: "Brushed Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A | Taiwan | 6/26/02 |
| 079452 | ["Controlled Min Spangle"] Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | Thailand | 1/16/03 |
| 075162 | [Short: "Brushed Minimum Spangle"] A Coating Composition For Steel Product, A Coated Steel Product, And A | Thailand | 7/12/02 |
| 10/051165 | [Coal Injection Anti-Plugging By Temperature Sensing] Method And Apparatus For Clearing A Powder Accumulation In A | US | 1/22/02 |
| 10/219723 | Metals Removal From Rainfall Runoff | US | 8/15/02 |
| 10/367518 | Submerged Entry Nozzle And Method For Maintaining A Quiet Casting Mold | US | 2/14/03 |
| 10/324323 | [Filter Distributor] Distributor Apparatus For Providing A Uniform Discharge Of Material | US | 12/20/02 |
| 10/029897 | Apparatus And Method For Delivering An Inert Gas To Prevent Plugging In A Slide Gate | US | 12/21/01 |
| 10/016062 | Bolybdenum Bearing Dual-Phase Steel Sheet Suitable For Hot-Dip Coating Applications | US | 11/15/01 |
| 10/256643 | ["Controlled Min Spangle"] | US | 9/27/02 |

| <u>Application No.</u> | <u>Name</u> | <u>Country</u> | <u>Filing Date</u> |
|------------------------|---|----------------|--------------------|
| | Composition For Controlling Spangle Size, A Coated Steel Product, And A Coating Method | | |
| 09/942955 | [Mini Paint Line] Process For Applying A Coating To A Continuous Steel Sheet and A Coated Steel Sheet Product | US | 8/31/01 |
| 09/847896 | [Water Detection] Method And Apparatus For Detecting Water On Sheet And Strip | US | 5/3/01 |
| 10/218741 | ["BOF Bath Level-Meth"] Apparatus And Method For Measuring Bath Level In A Basic Oxygen Furnace To | US | 8/14/02 |
| 09/862158 | [Determining Diameter] Apparatus For Determining Diameter Of An Object And Method Thereof | US | 5/21/01 |
| 09/264991 | Structural Shape For Use In Frame Construction | US | 1/4/99 |
| 10/035246 | Method For Providing Customer Controlled Credit Information To A Third Party Inquiry | US | 1/4/02 |
| 09/767,450 | High Strength Low Allow Hot Rolled Steel | US | 1/22/01 |

Schedule 4.7(D)**Patent License Agreements****International Steel Group Inc.**

1. License Agreement between LTV and Kawasaki dated September 29, 1997.
2. Automotive Supplier Agreement between LTV Corp. and Lemelson Medical, Education and Research Foundation dated January 15, 1999.
3. License Agreement between LTV and Belden Electric Co. dated October 1, 1999.

ISG Technologies Inc.

1. Patent and Technical Information License Agreement dated October 14, 1988 between Bethlehem Steel Corporation [Licensor] and Air Products and Chemicals, Inc., for Ladle Reheat Process.
2. APC Participant License Agreement: Galvannealing Phase Model dated July 16, 1996 between Bethlehem Steel Corporation and American Iron and Steel Institute.
3. Patent and Technical Information License Agreement dated October 12, 1993 between Bethlehem Steel Corporation [Licensor] and American Premier, Inc. for Nozzle Insert for Steelmaking Ladle.
4. License Agreement dated February 4, 1991 between Bethlehem Steel Corporation and Armco Steel Company, L.P. [Licensor] for Jet Wipe Finish.
5. License Agreement dated August 18, 1988 between Bethlehem Steel Corporation [Licensor] and Auto-Sense, Limited for Optical Attenuation Monitor.
6. ERT- Bethlehem Patent and Technical Information Joint Use and License Agreement (covering jointly owned Patent 6,387,175 for recycling waste materials into roadway base) dated as of March 14, 2002.
7. Patent License Agreement dated August 15, 1986 between Bethlehem Steel Corporation and BIEC International Inc. [Licensor] for Sales of Certain Galvalume Products in Canada.
8. Technical Information License Agreement dated July 7, 1994 between BIEC International, Inc. [Licensor] and Double G Coatings, Inc. for Galvalume.
9. Licensing Agreement dated July 24, 1992 between Bethlehem Steel Corporation and British Steel Consultants Limited [Licensor] for Coal Injection.

10. Intellectual Property Agreement dated November 14, 1989 between Bethlehem Steel Corporation and Davy/Still-Otto Company for Cross Licensing of Coke Oven Gas Technology in Connection with DOE Cooperative Agreement.
11. License Agreement dated February 1, 1991 between Bethlehem Steel Corporation and Exxon Production Research Company [Licensor] for Patent on Testing HAZ Toughness of Steel.
12. Patent License Agreement dated April 3, 1995 between Bethlehem Steel Corporation [Licensor] and Foseco International Limited for Flux Feeder.
13. Patent and Technical Information License Agreement dated October 12, 1993 between Bethlehem Steel Corporation [Licensor] and Holland Manufacturing Corporation for Nozzle and Related Appurtenances.
14. License Agreement dated August 31, 1988 between Bethlehem Steel Corporation and LTV Steel Company, Inc. [Licensor] for Anti-Breakout System.
15. License Agreement dated August 31, 1988 between Bethlehem Steel Corporation [Licensor] and LTV Steel Company, Inc. for Ladle Reheat Process.
16. Patent License Agreement dated December 10, 1993 between Bethlehem Steel Corporation [Licensor] and LTV Steel Company, Inc. for Method and Apparatus for Monitoring the Thickness Profile of a Strip.
17. Patent and Technical Information License Agreement dated May 21, 1992 between Bethlehem Steel Corporation [Licensor] and Magneco/Metrel, Inc. for Slag Stopper.
18. Agreement Regarding Technical Services for Quality Control of Hot Rolled Coils Production at Bethlehem dated November 18, 1992 between Bethlehem Steel Corporation and Nippon Steel Corporation [Licensor] for Hot Rolled Coil Production.
19. Letter Agreement dated August 23, 1993 between Bethlehem Steel Corporation [Licensor] and North American Refractories Company for Gate Assemblies.
20. Mutual License Agreement dated May 5, 1993 between Bethlehem Steel Corporation and Scientific Measurement Systems, Inc. for Joint Development of Tomography Gauge.
21. Assignment, Novation and Assumption Agreement dated January 30, 1991 between Bethlehem Steel Corporation, Air Products and Chemicals, Inc. and United Catalysts Inc. for Sharing of Royalties on Unpatented "Litol" Technology.
22. Agreement dated June 6, 1994 between Bethlehem Steel Corporation and Vesuvius USA Corporation for Sharing of Royalties for Jointly Developed "Delta-T" Technology.
23. Patent and Technical Information License Agreement dated September 1, 1989 between Bethlehem Steel Corporation [Licensor], Air Products & Chemicals, Inc. and Wheeling-Pittsburgh Steel Corporation for Ladle Reheat Process.

24. License Agreement dated as of March 2, 1995, among Bethlehem Steel Corporation [Licensor], CCPI, Inc., and Foseco International Limited (Tundish Impact Pads).
25. Patent and Technical Information License Agreement dated as of May 7, 1993, between Bethlehem Steel Corporation [Licensor] and Foseco International Limited (Tundish Impact Pads).
26. License Agreement dated March 18, 1998, among Bethlehem Steel Corporation [Licensor], CCPI Inc., Foseco International Limited, Foseco, Inc., and Premier Refractories Inc. (Tundish Impact Pads).
27. Technical Information and Marketing Assistance Agreement dated as of September 11, 1990, between Bethlehem Steel Corporation [Licensor] and Harbison-Walker Refractories, a Division of Dresser Industries, Inc. (Coke Oven Patch Material).
28. Kvaerner - Bethlehem Patent and Technical Information License Agreement dated as of April 1, 2000, between Bethlehem Steel Corporation [Licensor] and Kvaerner U. S. Inc. (LoVap Process).
29. Patent and Technical Information License Agreement Outside the United States, dated May 9, 1994 between Bethlehem Steel Corporation [Licensor] and Conversion Systems, Inc. (Super Detox - Technology).
30. Agreement dated September 1, 1988, between Bethlehem Steel Corporation [Licensor] and Conversion Systems, Inc. (Super Detox - Trademark).
31. Patent and Technical Information License Agreement, dated as of August 18, 1988, between Bethlehem Steel Corporation [Licensor] and Inland Enterprises, Inc. (ReHeat Lances).
32. Patent and Technical Information License Agreement dated as of August 18, 1988, between Bethlehem Steel Corporation [Licensor] and Twin City Refractories, Inc. (ReHeat Lances).
33. Patent and Technical Information License Agreement dated as of June 8, 1992, between Bethlehem Steel Corporation [Licensor] and Hoogovens Technical Services Canada, Inc. (Ladle Reheat Process).
34. Patent and Technical Information License Agreement dated as of June 8, 1992, between Bethlehem Steel Corporation [Licensor] and Hoogovens Refractory Services, Inc. (Ladle ReHeat Lances).
35. Agreement dated September 1, 1999 between Bethlehem Steel Corporation [Licensee] and Dale Industries, Inc. (Residential Steel Framing).
36. Bethlehem Steel - Columbus Coatings License Agreement dated April 26, 2000, between Bethlehem Steel Corporation [Licensor] and Columbus Coatings Company (Galvanneal Control System).

37. SMS - Bethlehem Patent and Technical Information License Agreement dated as of November 11, 1996 between Bethlehem Steel Corporation [Licensor] and SMS Schloemann-Siemag Aktiengesellschaft (Variable Flange Beam Blank Casting).
38. License and Technical Assistance Agreement dated July 1, 1988, between Bethlehem Steel Corporation [Licensee] and Nippon Kokan KK (Organic Coatings).
39. Bethlehem - RIST Cooperative Research and Development Agreement dated as of June 8, 1995 among Bethlehem Steel Corporation, Research Institute of Industrial Science and Technology and Pohang Iron and Steel Co., Ltd. (Cooperative R&D).
40. Bethlehem-Technical Coatings Development Agreement dated January 25, 2001, between Bethlehem Steel Corporation and Technical Coatings Co. (Cooperative R&D).
41. Technology License and Assignment Agreement dated as of July 29, 1998, between Bethlehem Steel Corporation [Licensor] and DTE Burns Harbor, L.L.C. Coke Battery Know-How).
42. Patent and Technical Information License Agreement dated as of June 10, 2000 between Bethlehem Steel Corporation [Licensor] and FLIR Systems, Inc. (Infrared Slag Detection).
43. Patent and Technical Information License Agreement dated as of July 11, 2000 between Bethlehem Steel Corporation [Licensor] and MPE Metal Products & Equipment GmbH (Infrared Slag Detection).
44. Patent License Agreement dated as of July 17, 2000 between Bethlehem Steel Corporation [Licensor] and AMEPA Anagewande Messtechnik and Prozessautomatisierung, GmbH (Infrared Slag Detection).
45. License Agreement dated as of October 1, 1996, between Bethlehem Steel Corporation and U. S. Steel Group, A Unit of USX Corporation (royalty-free cross-licensing for Cooperative R&D Agreement).
46. License Agreement by and between Hoogovens Technical Services USA, Inc. Pittsburgh, Pennsylvania, USA [Hoogovens/Danieli][Licensor] and Bethlehem Steel Corporation concerning Blast Furnace and Hot Oven Blast Stove Technology dated June, 1992 (approximate cure cost is \$300,000).
47. Automotive Supplier License Agreement dated January 15, 1999, between Lemelson Medical, Education and Research Foundation and Bethlehem Steel Corporation.
48. Agreement [regarding tundish impact pads] dated August 8, 2003, between Bethlehem Steel Corporation, CCPI, Inc. [Licensors] and Magneco/Metrel.
49. License Agreement [regarding Force Feed Forward technology] between Bethlehem Steel Corporation [Licensor] and Danieli United dated September 12, 1994.

50. Technology License Agreement [regarding DURACORR®] between Ciman Molybdenum Company [Licensor] and Lukens Steel Company, and letter dated October 23, 1998 from Allegheny Teledyne Inc. to Bethlehem Steel Corporation dated February 22, 1993.
51. Patent and Technical Information License Agreement [regarding integrated waste management] between Bethlehem Steel Corporation [Licensor] and Conversion Systems, Inc. dated February 14, 1994.
52. Patent and Technical Information License Agreement [regarding Super Detox technology] between Bethlehem Steel Corporation [Licensor] and Energeco System S.P.A. dated May 7, 1992.
53. Patent and Technical Information License Agreement, dated as of May 7, 1993, by and between Bethlehem Steel Corporation and Foseco International Limited.
54. Amendment No. 1, dated as of February 12, 1996, to the Patent and Technical Information License Agreement, dated as of May 7, 1993, by and between Bethlehem Steel Corporation and Foseco International Limited.
55. Second Amendment, dated as of March 2, 1995, to the Patent and Technical Information License Agreement, dated as of May 7, 1993, as amended, by and between Bethlehem Steel Corporation and Foseco International Limited.
56. Amendment No. 3, dated as of July 1, 1999, to the Patent and Technical Information License Agreement, dated as of May 7, 1993, as amended, by and between Bethlehem Steel Corporation and Foseco International Limited.
57. License Agreement, dated as of March 18, 1998, by and among Bethlehem Steel Corporation, CCPI, Inc., Foseco International Limited, Foseco, Inc. and Premier Refractories Inc.
58. License Agreement, dated as of March 2, 1995, by and among Bethlehem Steel Corporation, CCPI, Inc. and Foseco International Limited.
59. License Agreement, dated as of June, 1992, by and between Hoogovens Technical Services USA, Inc. and Bethlehem Steel Corporation.
60. Agreement, dated as of August 8, 2002, by and among Bethlehem Steel Corporation, CCPI, Inc. and Magneco/Metrel, Inc.
61. Agreement dated as of January 11, 1996 between Foseco International Limited and CCPI Inc. concerning turbulence suppression pads.
62. Agreement, dated as of January 12, 1996, by and between Foseco International Limited and CCPI, Inc.

63. Settlement Agreement, effective May, 1998, by and among Premier Refractories Inc., Bethlehem Steel Corporation, CCPI, Inc., Foseco International Limited and Foseco, Inc.
64. License Agreement by and between L-S Electro galvanizing Company [Licensor] and Columbus Coatings Company, dated as of November 22, 1999.

Schedule 4.7(E)TRADEMARKS

| <u>Trademark</u> | <u>Country</u> | <u>Reg. Date (App. Date)</u> | <u>Status</u> | <u>Registration No. (Application No.)</u> | <u>Assignee</u> |
|--------------------------------|-----------------------|----------------------------------|---------------|---|-----------------------------------|
| ELECTRO FLASHCOTE | US | 10/2/1990 | Renewed | 1,615,421 | International Steel Group Inc. |
| ELECTRO ZINCBOND | US | 7/12/1969 | Renewed | 512,025 | International Steel Group Inc. |
| ELECTRUNITE (Stylized Letters) | US | 12/12/1933 | Renewed | 308,660 | International Steel Group Inc. |
| ELECTRUNITE (Stylized Letters) | US | 1/9/1934 | Renewed | 309,248 | International Steel Group Inc. |
| ISG and Design | US | (1/23/2003) | Pending | (78/206,433) | International Steel Group Inc. |
| ISG and Design | P. R. China | (1/29/2003) | Pending | Not provided | International Steel Group Inc. |
| ISG and Design | Mexico | (1/29/2003) | Pending | (586448) | International Steel Group Inc. |
| ISG and Design | Korea | (1/29/2003) | Pending | (40-2003-0010957) | International Steel Group Inc. |
| ISG and Design | Japan | (1/29/2003) | Pending | (2003-021218) | International Steel Group Inc. |
| ISG and Design | Canada | (1/29/2003) | Pending | (1166271) | International Steel Group Inc. |
| ISG and Design | European Community | (1/29/2003) | Pending | (3043114) | International Steel Group Inc. |

| <u>Trademark</u> | <u>Country</u> | <u>Reg. Date (App. Date)</u> | <u>Status</u> | <u>Registration No. (Application No.)</u> | <u>Assignee</u> |
|------------------------------|------------------------|----------------------------------|---------------|---|--|
| MINIGRATED | US | 3/3/1998 | Registered | 2,140,537 | ISG Riverdale Inc. |
| BETHLEHEM COMMERCE CENTER | US | 3/18/2003 | Registered | 2,697,435 (76/354187) | Bethlehem Steel Corporation |
| SLEBK AZ and Design | US | (8/12/2002) | Pending ITU | (76/439,400) | Bethlehem Steel Corporation |
| SLEBK and Design | US | (8/6/2002) | Pending ITU | (76/437,941) | Bethlehem Steel Corporation |
| BETHLEHEM STEEL and Design | Argentina | | | 1741039 | Bethlehem Steel |
| BETHLEHEM STEEL and Design | Australia | 11/6/1969 | Registered | 233853 | Bethlehem Steel Corp. |
| BETHLEHEM STEEL and Design | Brazil | 2/20/1978 | Registered | 2136287 | Bethlehem Steel Corporation. |
| BETHLEHEM STEEL and Design | Canada | 2/23/1933 | Registered | TMDA056,619 | Bethlehem Steel Export Corporation |
| BETHLEHEM STEEL and Design | Community Trademark | 2/2/1998 | Registered | 38364 | Bethlehem Steel Corporation. |
| BETHLEHEM | Mexico | | Registered | 31748 | Bethlehem Steel Corporation |
| BETHLEHEM STEEL and Design | Taiwan | | | 601564 | Bethlehem Steel |
| BETHLEHEM STEEL and Design | Taiwan | | | 25175 | Bethlehem Steel |
| BETHLEHEM STEEL and Design | US | 11/24/1992 | Registered | 1,734,217 | Bethlehem Steel Corporation |
| BETHLEHEM STEEL and Design | Venezuela | | | 16655 | Bethlehem Steel |
| BETHLEHEM STEEL and Design | Venezuela | | | 16656 | Bethlehem Steel |
| BETHLEHEM | Australia | 11/6/1969 | Registered | 233852 | Bethlehem Steel Corp. |
| BETHLEHEM | Canada | 2/23/1833 | Registered | TMDA056,618 | Bethlehem Steel Export Corporation |

| <u>Trademark</u> | <u>Country</u> | <u>Reg. Date</u> (App. Date) | <u>Status</u> | <u>Registration No.</u> (Application No.) | <u>Assignee</u> |
|-----------------------------------|------------------------------|---------------------------------|---------------|--|--|
| BETHLEHEM | Community Trademark US | 3/31/1998 | Registered | 38406 | Bethlehem Steel Corporation. |
| BETHLEHEM | US | 8/7/1923 | Registered | 171,606 | Bethlehem Steel Corporation |
| BETHLEHEM | US | 12/3/1996 | Registered | 2,020,195 | Bethlehem Steel Corporation |
| BETHLEHEM REVIEW | US | 3/8/1927 | Registered | 224,903 | Bethlehem Steel Corporation |
| BETHCON and Design | US | 8/18/1953 | Registered | 578,870 | Bethlehem Steel Corporation |
| BETHCON | US | 2/16/1954 | Registered | 585,737 | Bethlehem Steel Corporation |
| DUO-BETHCOLITE (Block Letters) | US | 6/18/1963 | Registered | 751,151 | Bethlehem Steel Corporation |
| BETHSTAR (Block Letters) | US | 5/31/1983 | Registered | 1,239,963 | Bethlehem Steel Corporation |
| INTEGRA (Block Letters) | US | 5/31/1983 | Registered | 1,239,964 | Bethlehem Steel Corporation |
| BETH STEELTON | US | 9/6/1983 | Registered | 1,250,158 | Bethlehem Steel Corporation |
| EG | US | 4/1/1986 | Registered | 1,388,023 | Bethlehem Steel Corporation |
| PBNE | US | 10/27/1987 | Registered | 1,463,090 | Philadelphia, Bethlehem and New England Railroad Company |
| PBNE and Design | US | 1/22/2002 | Registered | 2,531,457 | Bethlehem Steel Subsidiary Railroad Companies |
| BETH | US | 9/18/1990 | Registered | 1,613,523 | Bethlehem Steel Corporation |

| <u>Trademark</u> | <u>Country</u> | <u>Reg. Date (App. Date)</u> | <u>Status</u> | <u>Registration No. (Application No.)</u> | <u>Assignee</u> |
|------------------------------|----------------|----------------------------------|---------------|---|------------------------------|
| SUPER DETOX | US | 7/9/1996 | Registered | 1,984,895 | Bethlehem Steel Corporation |
| CARRIER EXPRESS | US | 10/18/1994 | Registered | 1,858,899 | Carrier Express, Inc |
| SCRAPNET (Stylized Letters) | US | 5/20/1997 | Registered | 2,063,804 | Bethlehem Steel Corporation |
| BH BURNS HARBOR | US | 10/21/1997 | Registered | 2,106,198 | Bethlehem Steel Corporation |
| BETHLEHEM and Design | US | 6/10/1997 | Registered | 2,069,719 | Bethlehem Steel Corporation |
| SPARROWS POINT | US | 1/26/1999 | Registered | 2,220,073 | Bethlehem Steel Corporation |
| BETHLEHEM and Design | US | 6/7/1996 | Registered | TMA458,972 | Bethlehem Steel Corporation |
| T-STAR | Canada | 8/11/1995 | Registered | 500863 | Bethlehem Steel Corporation |
| HARDWEAR | Mexico | 8/3/1993 | Registered | 1,785,197 | Bethlehem Steel Corporation. |
| HARDWEAR | US | 11/15/1977 | Registered | 1,077,251 | Bethlehem Steel Corporation |
| HARDWEAR | US | 12/25/1997 | Registered | 1,128,151 | Bethlehem Steel Corporation |
| FINELINE | US | 2/27/1990 | Registered | 1,584,313 | Bethlehem Steel Corporation |
| CLEAN-CUT | US | 3/31/1992 | Registered | 1,680,961 | Bethlehem Steel Corporation |
| MTD | US | 6/2/1992 | Registered | 1,689,813 | Bethlehem Steel Corporation |
| SURE-FOOT (Stylized Letters) | US | 10/21/1997 | Registered | TMA484,344 | Bethlehem Steel Corporation |
| LUKENS (Stylized Letters) | Canada | 5/24/1996 | Registered | 522603 | Bethlehem Steel Corporation |
| SMART | Mexico | | | | |
| SMART | Mexico | | | | |

| <u>Trademark</u> | <u>Country</u> | <u>Reg Date (App. Date)</u> | <u>Status</u> | <u>Registration No. (Application No.)</u> | <u>Assignee</u> |
|--------------------------------|----------------|---------------------------------|---------------|---|-----------------------------|
| SMART | US | 6/17/1997 | Registered | 2,072,097 | Bethlehem Steel Corporation |
| S SMART and Design | Canada | 11/25/1999 | Registered | TMA519,904 | Bethlehem Steel Corporation |
| SMART and Design | Mexico | 12/6/1995 | Registered | 512274 | Bethlehem Steel Corporation |
| SMART and Design | Mexico | 3/24/1995 | Registered | 486085 | Bethlehem Steel Corporation |
| S and Design | Mexico | 1/24/1996 | Registered | 514647 | Bethlehem Steel Corporation |
| S and Design | Mexico | 3/24/1995 | Registered | 486084 | Bethlehem Steel Corporation |
| S (Stylized Letters) | US | 3/17/1998 | Registered | 2,144,840 | Bethlehem Steel Corporation |
| FINISHLINE | US | 2/23/1999 | Registered | 2,225,670 | Bethlehem Steel Corporation |
| THE SPECIALIST IN PLATE STEELS | US | 2/16/1999 | Registered | 2,223,524 | Bethlehem Steel Corporation |
| DURACORR | Australia | 6/27/1997 | Registered | 709308 | Bethlehem Steel Corporation |
| DURACORR | Brazil | 12/23/1997 | Registered | 818599146 | Bethlehem Steel Corporation |
| DURACORR | Canada | 9/15/1999 | Registered | TMA516,367 | Bethlehem Steel Corporation |
| DURACORR | Chile | 7/25/1996 | Registered | 464803 | Bethlehem Steel Corporation |
| DURACORR | China P.R. | | | 970013559 | Bethlehem Steel Corporation |
| DURACORR | Mexico | 4/30/2001 | Registered | 697,168 | Bethlehem Steel Corporation |
| DURACORR | US | 8/26/1997 | Registered | 2,091,694 | Bethlehem Steel Corporation |
| SPARTAN | US | 4/12/1988 | Registered | 1,483,999 | Bethlehem Steel Corporation |

| <u>Trademark</u> | <u>Country</u> | <u>Reg. Date (App. Date)</u> | <u>Status</u> | <u>Registration No. (Application No.)</u> | <u>Assignee</u> |
|--|----------------|----------------------------------|---------------|---|---|
| LUKENS MH-3 CLAD | US | 12/20/1966 | Registered | 820,597 | Bethlehem Steel Corporation |
| STEELMAKER | US | 5/20/1997 | Registered | 2,064,093 | Bethlehem Steel Corporation |
| LM&I and Design | US | 7/3/2001 | Registered | 2,465,489 | Bethlehem Steel Subsidiary Railroad Companies |
| STEELTON HIGHSPIRE RAILROAD AND DESIGN | US | 6/26/2001 | Registered | 2,463,706 | Bethlehem Steel Subsidiary Railroad Companies |
| CONEMAUGH & BLACK LICK JOHNSTOWN PA. RAILROAD and Design | US | 7/31/2001 | Registered | 2,473,329 | Bethlehem Steel Subsidiary Railroad Companies |
| C&I and Design | US | 4/17/2001 | Registered | 2,444,399 | Bethlehem Steel Subsidiary Railroad Companies |
| P B R PATAPSCO & BACK RIVERS RAILROAD CO. SERVING INDUSTRY SINCE 1918 and Design | US | 10/30/2001 | Registered | 2,501,654 | Bethlehem Steel Subsidiary Railroad Companies |
| BVRY (Stylized Letters) | US | 7/31/2001 | Registered | 2,473,332 | Bethlehem Steel Subsidiary Railroad Companies |
| UMP | US | 8/7/2001 | Registered | 2,475,490 | Bethlehem Steel Subsidiary Railroad Companies |

| <u>Trademark</u> | <u>Country</u> | <u>Reg. Date</u> (<u>App. Date</u>) | <u>Status</u> | <u>Registration No.</u> (<u>Application No.</u>) | <u>Assignee</u> |
|---------------------------|----------------|--|---------------|---|--|
| BETHINTERMODAL and Design | US | 8/14/2001 | Registered | 2,477,698 | Bethlehem Steel Subsidiary Railroad Companies |
| BETHTRAN and Design | US | 9/3/2001 | Registered | 2,484,793 | Bethlehem Steel Subsidiary Railroad Companies |
| RAIL QUEST and Design | US | 4/1/2003 | Registered | 2,702,959 (76/056,626) | Bethran, Inc. |
| QUICKPLATE | US | 10/23/2001 | Registered | 2,500,439 | Bethlehem Steel Corporation |

Schedule 4.7(F)**Trademark Licenses**

1. Trademark License Agreement dated August 15, 1986 between Bethlehem Steel Corporation and BIEC International Inc. (Licensor) for GALVALUME.
2. Lionel License Agreement dated November 1, 2002 between Bethlehem Steel Corporation (Licensor) and Lionel (covering the manufacture and sale of model train cars).

Schedule 4.7(G)

Trade Secret Licenses

None

Schedule 4.7(H)

Exceptions

1. Assignment Recordation with the PTO.

a. The assignment of the following patents to ISG has not been recorded in the PTO:

| | |
|-----------|-----------|
| 5,137,075 | 6,016,941 |
| 5,203,909 | 6,068,708 |
| 5,417,739 | 6,120,577 |
| 5,472,479 | 6,158,572 |
| 5,539,768 | 6,217,673 |
| 5,584,909 | 6,221,501 |
| 5,609,696 | 6,231,686 |
| 5,798,001 | 6,250,521 |
| 5,830,259 | 6,231,685 |
| RE 35,967 | 6,488,790 |
| 5,865,876 | 6,284,388 |
| 5,885,323 | 5,723,055 |
| 5,885,328 | 5,441,212 |
| 5,897,684 | 5,660,352 |
| 6,216,770 | 5,798,925 |

- 691647
- 727872
- 730594
- P19504567-8
- 0684320
- EP 0 663 449
- 9701471
- 9800833-1
- 0976843
- 0976464
- 5723055
- 189,400
- 202743
- 1,226,848
- 1,221,334
- 1,205,417
- [E199669]
- 709200
- 290581
- 0304540
- 206838
- 181324

217229

b. The assignment of the following patent applications to ISG has not been recorded in the PTO:

| |
|-----------------|
| P00 01 04241 |
| PCT/US99/1233 |
| PI9800794-7 |
| 2,147,335 |
| 2,137,102 |
| 2,334,899 |
| PCT/US99/12331 |
| 2,255,956 |
| PCT/US97/00876 |
| 2,159,231 |
| 2,208,470 |
| 2,225,291 |
| 2,224,039 |
| 2,271,902 |
| 2,261,173 |
| 1099230 |
| 0958385 |
| 1101-DEL-9 |
| 1805/MAS/96 |
| 96941937.3 |
| 6-327626 |
| 555261 |
| 97542754 |
| 9-64150 |
| 9-791991 |
| 97539124 |
| 10-107755 |
| 98-11-5141 |
| 10-348288 |
| 11-82079 |
| 11-138336 |
| 94-31002 |
| PCT/US99/12331 |
| 98-709880 |
| PCT/US97/08746 |
| 97-11912 |
| PCT/US97/008746 |
| 09/654,312 |
| (94.7A-DIV) |

c. The assignment of the following trademarks have not been recorded in the PTO:

ELECTRUNITE (Stylized) Reg. No. 308,660
 ELECTRUNITE (Stylized) Reg. No. 309,248
 MINIGRATED Reg. No. 2,140,537
 ELECTRO FLASHCOTE Reg. No. 1,615,421
 ELECTRO ZINCBOND Reg. No. 512,025

d. All Trademarks, Copyrights and Patents acquired from Bethlehem Steel Corporation pursuant to the certain Asset Purchase Agreement, dated as of March 12, 2003, by and among Bethlehem Steel Corporation, the Other Sellers named herein, ISG Acquisition, Inc. and International Steel Group Inc. (the "Purchase Agreement") will be assigned to ISG Technology, Inc. at the Closing (as defined in the Purchase Agreement), and have not been recorded with the PTO.

2. Joint Ownership

a. Patents.

The following patents and applications are jointly owned with ISG (or Bethlehem Steel, in the case of the patents and applications to be acquired from Bethlehem Steel):

| <u>Patent/Application</u> | <u>Number</u> | <u>Country</u> | <u>Co-Owner</u> |
|--|---------------|----------------|--|
| Nozzle Assembly Having Inert Gas Distributor | 5,723,055 | US | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | E199669 | Austria | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 709200 | Australia | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 96198647.6 | China | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 290581 | Czech Republic | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 0304540 | Korea, South | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 206838 | Mexico | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 181324 | Poland | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 2172228 | Russia | Vesuvius Crucible Company |
| Treatment of Steel Mill Waste Metal Oxides | 6,120,577 | US | Maumee Research & Engineering, USX Corporation |

| <u>Patent/Application</u> | <u>Number</u> | <u>Country</u> | <u>Co-Owner</u> |
|--|----------------|-----------------------|-------------------------------------|
| Method Of Agglomerating Mineral Ore Concentrate | 5,147,452 | US | Betz Laboratories |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | 44148/99 | Australia | Pohang Iron and Steel Co. |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | PI9917087-6 | Brazil | Pohang Iron and Steel Co. |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | 2353407 | Canada | Pohang Iron and Steel Co. |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | 99815699.X | China P.R. | Pohang Iron and Steel Co. |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | 99927179.4 | European Patent Conv. | Pohang Iron and Steel Co. |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | 2000-594966 | Japan | Pohang Iron and Steel Co. |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | PCT/US99/12300 | Patent Cooperation T | Pohang Iron and Steel Co. |
| Method Of Making An As-Rolled Multi-Purpose Weathering Steel Plate And Product Therefrom | 09/233508 | US | Pohang Iron and Steel Co. |
| Online Tomographic Gauging Of Sheet Metal | 2141813 | Canada | Scientific Measurement System, Inc. |
| Online Tomographic Gauging Of Sheet Metal | 0705420 B1 | European Patent Conv. | Scientific Measurement System, Inc. |
| Online Tomographic Gauging Of Sheet Metal | 68227 | Taiwan | Scientific Measurement System, Inc. |
| Online Tomographic Gauging Of Sheet Metal | 5351203 | US | Scientific Measurement System, Inc. |
| Roadway Base Intermediate, | 6387175 | US | Environmental Recycling |

| <u>Patent/Application</u> | <u>Number</u> | <u>Country</u> | <u>Co-Owner</u> |
|--|---------------|----------------|--|
| Roadway Base, and Methods Of Manufacture | | | Technologies, Inc. |
| Nozzle Assembly Having Inert Gas Distributor | 338477 | Argentina | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 96941937.3 | Belgium | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 9612628-0 | Brazil | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 2234451 | Canada | Vesuvius Crucible Company |
| Treatment Of Steel Mill Waste Metal Oxides | 2,261,173 | Canada | Maumee Research & Engineering, USX Corporation |
| Nozzle Assembly Having Inert Gas Distributor | 96941937.3 | Germany | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 96941937.3 | France | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 96941937.3 | Great Britain | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 1805/MAS/96 | India | Vesuvius Crucible Company |
| Multipurpose Lance | 1101-DEL-9 | India | Berry Metal Company |
| Multipurpose Lance | 5,865,876 | US | Berry Metal Company |
| Nozzle Assembly Having Inert Gas Distributor | 96941937.3 | Italy | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | PV 460-98 | Slovakia | Vesuvius Crucible Company |
| Nozzle Assembly Having Inert Gas Distributor | 1825-96 | Venezuela | Vesuvius Crucible Company |
| Treatment Of Steel Mill Waste Metal Oxides | 99-6682 | Korea | Maumee Research & Engineering, USX Corporation |
| Method of Agglomerating Oil-Containing Steel Mill Waste | 97542754 | JP | Maumee Research & Engineering, USX Corporation |
| [InfraRed #3] System And Method For Minimizing Slag Carryover During The Production Of Steel | 6197086 | US | Steel Construction Systems |
| Method of Improving the Surface Quality of a Continuously Cast Slab | 6,216,770 | US | SMS Schloemann-Siemag Aktiengesellschaft |

b. Copyrights.

The following copyrights are co-owned with Bethlehem Steel:

| | | | | |
|---------------|--|---------------|----------|--|
| TXu-284-772 | Best tool for top quality/prepared by Bethlehem Steel Corporation and Westat, Inc. | 63 p. | 6/4/87 | Bethlehem Steel Corporation & Westat, Inc. |
| TXu-442-694 | External design: Pt. I: Nov. 1989. | 1 v. | 10/24/90 | Bethlehem Steel Corporation & Lafayette Steel & Processing |
| TXu-442-952 | Detailed business study & information systems proposal, September 1989: bk. I-III. | 3 v. | 10/24/90 | Bethlehem Steel Corporation & Lafayette Steel & Processing |
| PAu-1-024-344 | Best tool for top quality. | videocassette | 6/5/87 | Bethlehem Steel Corporation & Westat, Inc. |
| TXu-284-852 | Best tool for top quality/prepared by Bethlehem Steel Corp. and Westat, Inc. | 1 v. | 6/4/87 | Bethlehem Steel Corporation & Westat, Inc. |

3. An opposition was filed by Corus Staal BV regarding EP Patent 663,449. That action is still pending. ISG has not yet made an appearance in that action, and is in the process of determining the value of defending that action.

4. The following trademarks were mistakenly registered to Bethlehem Steel Subsidiary Railroad Companies. A Request for Corrected Certificate Due to Registrant's Error was filed on 4/2/2003.

PBNE and Design

Reg. No. 2,531,457

LM & I and Design

Reg. No. 2,465,486

STEELTON HIGHSPIRE RAILROAD AND DESIGN

Reg. No. 2,463,706;

CONEMAUGH & BLACK LICK JOHNSTOWN PA. RAILROAD

and Design

Reg. No. 2,473,329

C&I and Design

Reg. No. 2,444,399

P B R PATAPSCO & BACK RIVERS RAILROAD CO. SERVING

INDUSTRY SINCE 1918 and Design

Reg. No. 2,501,654

BVRY (Stylized Letters)

Reg. No. 2,473,332

UMP, Reg. No. 2,475,490

Reg. No. 2,477,698

BETHINTERMODAL and Design

TRADEMARK

REEL: 002660 FRAME: 0458

BETHTRAN and Design

Reg. No. 2,484,793

Schedule 4.8

Commercial Tort Claims

None.