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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

LTV Steel Company, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 11, 2003

2. Name and address of receiving party(ies)

Name: International Steel Group, Inc.

Internal Address:

Street Address: 3250 Interstate Drive 2nd Floor

City: Richfield State: OH Zip: 44286

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS 44286 03 SEP 22 PM 2:54 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0395814 ELECTRO PAINTLOK 1711154 LOC

Additional number(s) attached Yes No

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

Name: Suzanne K. Ketler

Internal Address:

Squire, Sanders & Dempsey L.L.P.

Street Address: 127 Public Square 4900 Key Tower

City: Cleveland State: OH Zip: 44114-1304

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bruce J. Pole Name of Person Signing

[Signature] Signature

9/11/03 Date

Total number of pages including cover sheet, attachments, and document: 6

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

09/25/2003 GT0N11 00000032 0395814

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

TRADEMARK REEL: 002829 FRAME: 0895

Trademark Registration No.(s) continued

1615421 ELECTRO FLASHCOTE
0512025. ELECTRO ZINCBOND

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into on the date of the last signature inserted below (the "Effective Date") between LTV Steel Company, Inc., a corporation organized under the laws of the State of New Jersey ("Assignor") and International Steel Group, Inc., a corporation organized under the laws of the State of Delaware ("Assignee").

BACKGROUND INFORMATION

A. Assignor and Assignee are parties to the Asset Purchase Agreement, dated February 26, 2002 (the "Asset Purchase Agreement") by and among Assignor, River Terminal Railway Company, Chicago Short Line Railway Company, The Cuyahoga Valley Railway Company, The LTV Steel Corporation, LTV Electro-Galvanizing Inc., and Assignee, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain Acquired Assets (as defined in the Asset Purchase Agreement), on the terms and conditions set forth in the Asset Purchase Agreement, including certain Trademarks and associated Trademark Registrations (identified in Schedule 1 hereof (the "Trademarks")).

B. Pursuant to the Asset Purchase Agreement, Assignor's right, title and interest in and to each of the Trademarks and all the goodwill associated with the Trademarks is to be assigned to Assignee.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably and unconditionally sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in the United States and throughout the world in and to any trademarks relating to the Asset Purchase Agreement including the Trademarks, and all the goodwill of the business carried on in association with the goods and/or services on or for which the Trademarks have been used by Assignor, including the right to bring actions and collect damages for infringement of the Trademarks, including infringement having occurred prior to the date of the Asset Purchase Agreement (collectively "Assignor's Interests"), for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter based on Assignor's Interests, including, without limitation, claims for damages by reason of future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same.

Assignor hereby represents it is fully empowered to assign all right, title and interest in and to the Trademarks and certifies that it has not licensed the Trademarks to any party and that there are no outstanding liens or encumbrances on the Trademarks.

Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office ("USPTO"), and any Official of any country or countries foreign to the United States whose duty it is to issue trademarks on applications as aforesaid, to issue trademark registrations related to the Trademarks to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment and the Asset Purchase Agreement.

Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the USPTO (or its foreign equivalent) to record Assignee as the successor in ownership to Assignor's Interests in the Trademarks, and to issue any and all trademark registrations of the United States and foreign equivalents thereto.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

If Assignee is unable for any reason whatsoever to secure Assignor's signature, or the signature of any of Assignor's employees, members, principals or agents, to any document necessary to secure, record, enforce and/or maintain Assignee's rights with regard to the Trademarks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by or on behalf of Assignor. Assignor shall not itself challenge or assist any third party in challenging any Trademark as being invalid, unenforceable, nonregistrable, not infringed and/or as lacking incontestibility, except as required of Assignor by law.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed and executed on the Effective Date.

Assignor:

Assignee:

LTV Steel Company, Inc.

International Steel Group Inc.

By J. T. Delmore
Print Name: J. T. DELMORE
Title: VICE PRESIDENT

By Bruce J. Pile
Print Name: Bruce J Pile
Title: Vice President

STATE OF: OHIO)
COUNTY OF: ADYAROGA) SS.

On this day of ^{11th} APRIL, 2003, before me personally appeared J. T. DELMORE and being by me duly sworn, did depose and say that he/she is the VICE PRESIDENT of LTV Steel Company, Inc. and that he/she is duly authorized to execute this Assignment and he/she did execute the foregoing instrument in my presence

Kay Woods
Notary Public
My Commission Expires: _____

STATE OF: Ohio)
COUNTY OF: Summit) SS.

KAY WOODS, ATTORNEY
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.

On this day of April, 2003, before me personally appeared Bruce Pile and being by me duly sworn, did depose and say that he/she is the Vice President of International Steel Group Inc. and that he/she is duly authorized to execute this Assignment and he/she did execute the foregoing instrument in my presence.

Dale E. Papajcin
Notary Public
My Commission Expires: _____

Page 3 of 4
DALE E. PAPAJCIN, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 O.R.C.