

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Novelis Corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Texas  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☒ Yes ☐ No

### 3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) July 6, 2007

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: UBS AG, STAMFORD BRANCH

Internal

Address: \_\_\_\_\_

Street Address: 677 Washington Boulevard

City: Stamford

State: Connecticut

Country: United States Zip: 06901

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Swiss  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
77/121,160

B. Trademark Registration No.(s)  
1,398,242

Additional sheet(s) attached? ☒ Yes ☐ No

### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Torys LLP, Attn: Allan Colquhoun

Internal Address: Suite 3000

Street Address: 79 Wellington St. W. Box 270

City: Toronto

State: Ontario Zip: M5K 1N2

Phone Number: 416 865 7690

Fax Number: 416 865 7380

Email Address: acolquhoun@torys.com

### 6. Total number of applications and registrations involved:

21

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 540

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment information:

a. Credit Card Last 4 Numbers 1009  
Expiration Date 05/11

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Allan Colquhoun

Signature

August 17, 2007

Date

Allan Colquhoun

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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1. Name of conveying party (ies) - continued

Novelis Inc. -Canadian Corporation

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## Continuation of Item 4

### Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Novelis Corporation	1405479	PHILADELPHIA STYLE
Novelis Corporation	1416397	QUARTER-MILER & DEVICE
Novelis Corporation	0979759	ROYALE
Alcan Aluminum Corporation	1,426,358	FARA-PAK
Alcan Aluminum Corporation	2,854,540	SELECTMC
Alcan Aluminum Corporation	1,145,429	ALHIDE
Alcan Aluminum Corporation	1,120,934	TRISTRIPE
Alcan Aluminum Corporation	983,205	STABILOY
Novelis Inc.	2182802	BBQ BUDDY
Novelis Inc.	1577805	PARTYWARE
Novelis Inc.	2475424	GRILL BUDDIES
Novelis Inc.	3119944	NOVELIS
Novelis Inc.	3,120,057	NOVELIS & DEVICE
Novelis Inc.	2859339	FLEXCAST
Novelis Inc.	2859340	FLEXCASTER
Novelis Inc.	321809	ROASTING PAN

[Trademark Security Agreement]

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OWNER	REGISTRATION NUMBER	TRADEMARK
Novelis Inc.	2,467,519	GRILL BUDDIES & DEVICE

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
Novelis Inc.	001716/76	GRILL BUDDIES & DEVICE
Novelis Inc.	78/746362	NOVELIS FUSION & DESIGN

[Trademark Security Agreement]

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2007 ( "Trademark Security Agreement" ), by NOVELIS CORPORATION and NOVELIS INC. (individually, an "Assignor", and, collectively, the "Assignors" ), in favor of UBS AG, STAMFORD BRANCH, a United States branch of a Swiss bank located at 677 Washington Boulevard, Stamford, CT 06901, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Assignee" ).

### WITNESSETH:

WHEREAS, the Assignors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Assignee pursuant to which the Assignors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and the Assignee hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, collectively, all trademarks (including service marks and certification marks), slogans, logos, certification marks, trade dress, Internet Domain Names, corporate names and trade names, whether registered or unregistered (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) rights corresponding thereto throughout the world and (vii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Assignor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all Trademarks of such Assignor, including, without limitation, the registered and applied-for Trademarks of such Assignor listed on Schedule I attached hereto; and

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(b) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

**SECTION 3. Security Agreement.** The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

**SECTION 4. Recordation.** Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**SECTION 5. Termination.** When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan under the Credit Agreement shall have expired or been sooner terminated in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement the Pledged Trademark Collateral shall be released from the Lien of this Trademark Security Agreement and upon the request and at the sole cost and expense of the Assignors, the Assignee shall execute, acknowledge, and deliver to the Assignors an instrument in writing in recordable form releasing the Pledged Trademark Collateral from the Lien of this Trademark Security Agreement.

**SECTION 6. Counterparts.** This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

**SECTION 7. Governing Law.** This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

**SECTION 8. INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ASSIGNEE, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT

[Trademark Security Agreement]

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OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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[Trademark Security Agreement]

TRADEMARK  
REEL: 003608 FRAME: 0954

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IN WITNESS WHEREOF, each Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

NOVELIS INC.

By: *Dwight Lambing*  
Name:  
Title:

NOVELIS CORPORATION

By: *Dwight Lambing*  
Name:  
Title:

[Trademark Security Agreement]

TRADEMARK  
REEL: 003608 FRAME: 0955



Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Assignee

By: Mary E. Evans

Name: Mary E. Evans

Title: Associate Director

By: Irja R. Otsa

Name: Irja R. Otsa

Title: Associate Director

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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Novelis Corporation	1398242	DELI POPS & DEVICE
Novelis Corporation	1405479	PHILADELPHIA STYLE
Novelis Corporation	1416397	QUARTER-MILER & DEVICE
Novelis Corporation	0979759	ROYALE
Alcan Aluminum Corporation	1,426,358	PARA-PAK
Alcan Aluminum Corporation	2,854,540	SELECTMC
Alcan Aluminum Corporation	1,145,429	ALHIDE
Alcan Aluminum Corporation	1,120,934	TRISTRIPE
Alcan Aluminum Corporation	983,205	STABILOY
Novelis Inc.	2182802	BBQ BUDDY
Novelis Inc.	1577805	PARTYWARE
Novelis Inc.	2475424	GRILL BUDDIES
Novelis Inc.	3119944	NOVELIS
Novelis Inc.	3,120,057	NOVELIS & DEVICE
Novelis Inc.	2859339	FLEXCAST
Novelis Inc.	2859340	FLEXCASTER
Novelis Inc.	321809	ROASTING PAN

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003608 FRAME: 0957**

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OWNER	REGISTRATION NUMBER	TRADEMARK
Novelis Inc.	2,467,519	GRILL BUDDIES & DEVICE

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
Novelis Corporation	77/121160	NOVELIS KING CAN
Novelis Inc.	001716/76	GRILL BUDDIES & DEVICE
Novelis Inc.	78/746362	NOVELIS FUSION & DESIGN

[Trademark Security Agreement]