Form PTO-1594 (Rev. 07/05) Fax To: 571-273-0140 C/M No.: 34204-2008

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): CITICORP NORTH AMERICA INC.  Individual(s)  Association	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached? No  Name: NOVELIS CORPORATION  Internal  Address: P.O. BOX 6977					
General Partnership Limited Partnership Corporation- State: DELAWARE Other	Street Address: 6060 PARKLAND BOULEVARD  City: CLEVELAND  State: OHIO					
Citizenship (see guidelines)						
3. Nature of conveyance )/Execution Date(s) :  Execution Date(s) July 6, 2007  Assignment Merger  Security Agreement Change of Name  Other Release of Security	General Partnership Citizenship Limited Partnership Citizenship  Corporation Citizenship Other Citizenship If assignee is not domicited in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)					
Application number(s) or registration number(s) and     A. Trademark Application No.(s)	I identification or description of the Trademark.  B. Trademark Registration No.(s)  Additional sheet(s) attached?  Yes No					
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):						
Name & address of party to whom correspondence concerning document should be mailed:     Name: Torys LLP. Attn: Edward Fan	6. Total number of applications and registrations involved:					
Internal Address: Street Address: 79 Wellington St. W., Suite 3000 Box 270, TD Centre	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00  Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed					
City: Toronto	8. Payment Information:					
State: Ontario, Canada Zip: M5K 1N2  Phone Number: 416.865.8244  Fax Number: 416.865.7380  Emait Address: efan@torys.com	a. Credit Card Lest 4 Numbers 1009 Expiration Date 05-2011  b. Deposit Account Number Authorized User Name					
9. Signature: Signature Foward Fan Name of Person Signing	September 7, 2007  Date  Total pember of pages including cover yeared, attachments, and document:					

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450; Alexandria, VA 22313-1450

## 2. [Continuation of Item 2 of Recordation Cover Sheet]:

Name:

NOVELIS INC.

Address:

SUITE 3800, ROYAL BANK PLACE

SOUTH TOWER, 200 BAY STREET

TORONTO, ONTARIO M5J 2Z4 CANADA

Entity:

CORPORATION

## 4. [Continuation of Item 4 of Recordation Cover Sheet]:

1	Serial #: 72454065 Mark: ROYALE	Filing Dt: 04/06/1973	Reg #: 979759	Reg. Dt: 03/05/1974
2	Serial #: 73525981 Mark: SENTINEL	Filing Dt: 03/08/1985	Reg #: 1362866	Reg. Dt: 10/01/1985
3	Serial #: 73568242 Mark: DELI POPS	Filing Dt: 11/12/1985	Reg #: 1398242	Reg. Dt: 06/24/1986
4	Serial #: 73568359 Mark: PHILADELPH	Filing Dt: 11/13/1985 HA STYLE	Reg #: 1405479	Reg. Dt: 08/19/1986
5	Serial #: 73589744 Mark: QUARTER-M	Filing Dt: 03/24/1986 ILER	Reg #: 1416397	Reg. Dt: 11/11/1986
6	Serial #: 78483746 Mark: NOVELIS	Filing Dt: 09/15/2004	Reg #: NONE	Reg. Dt:
7	Serial #: 78483754 Mark: IADEX	Filing Dt: 09/15/2004	Reg #: NONE	Reg. Dt:
8	Serial #: <u>80997959</u> Mark: X-176	Filing Dt: 00/00/0000	Reg #: <u>997959</u>	Reg. Dt: 11/12/1974
9	Serial #: <u>90476936</u> Mark:	Filing Dt:	Reg #: <u>476936</u>	Reg. Dt:
10	Serial #: <u>90568242</u> Mark:	Filing Dt:	Reg #: 568242	Reg. Dt:
11	Serial #: <u>90568359</u> Mark:	Filing Dt:	Reg #: 568359	Reg. Dt:
12	Serial #: <u>90589744</u> Mark:	Filing Dt:	Reg #: 589744	Reg. Dt:

TO: NO

NOVELIS CORPORATION and

NOVELIS INC.

(each individually "Grantor", and collectively, "Grantors")

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, pursuant to a Credit Agreement, dated as of January 7, 2005, among Novelis Corporation, Novelis, Inc., Novelis Deutschland GmbH, Novelis UK Limited and Novelis AG (collectively the "Borrowers"), the Lenders and Issuers parties thereto, and Citicorp North America, Inc. ("Administrative Agent") as agent for the Lenders and Issuers, the Lenders and Issuers, severally agreed to make extensions of credit to the Borrowers, upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Pledge and Security Agreement, dated January 7, 2005 between Novelis Corporation, the Administrative Agent and the additional grantors named therein (the "Pledge and Security Agreement") and the Short Form Trademark Security Agreement, dated January 7, 2005 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office on March 3, 2005 at Reel 003131/ Frame 0204, the Grantor, along with other Grantors mortgaged, pledged and hypothecated and granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in all right, title and interest of the Grantors in, to and under the following collateral of the Grantors (the "Trademark Collateral"), as collateral security for the full, prompt and complete payment and performance, when due, (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors:

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto,
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and
- all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

WHEREAS, the Secured Obligations have been fully satisfied, and the Grantors have requested that the Administrative Agent release its interests in the Collateral granted pursuant to the Pledge and Security Agreement and Trademark Security Agreement, including the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the above-referenced agreements, the Administrative Agent hereby releases and discharges the lien on and security interest in the Trademark Collateral granted to the Administrative Agent by the Grantors.

The Administrative Agent further agrees, at the cost of the Grantors, to perform all acts reasonably necessary to effect the release and termination of its lien and security interest granted pursuant to the Pledge and Security Agreement and Trademark Security Agreement, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

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This Release of Security Interest in Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the agreements referenced above.

Dated: July 6, 2007

CITICORP NORTH AMERICA, INC./

as Administrative Agent

By:

Name: Arada

Title: Vice President

US Trademark Release Novelis Corporation and Novelis Inc.

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