

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novelis Inc.		05/14/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Novelis No. 1 Limited Partnership
Street Address:	2040 Fay Street
City:	Jonquiere, Quebec
State/Country:	CANADA
Postal Code:	G7S4K6
Entity Type:	PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3119944	NOVELIS
Registration Number:	3120057	NOVELIS

CORRESPONDENCE DATA

Fax Number: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-622-8200  
 Email: ipdocket@calfee.com  
 Correspondent Name: Raymond Rundelli  
 Address Line 1: Calfee, Halter & Griswold LLP  
 Address Line 2: 800 Superior Avenue, Suite 1400  
 Address Line 4: Cleveland, OHIO 44114-2688

ATTORNEY DOCKET NUMBER:	30760/04001
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DOMESTIC REPRESENTATIVE

Name:

CH \$65.00 3119944

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Raymond Rundelli

Signature:

/Raymond Rundelli/

Date:

10/03/2007

**Total Attachments: 7**

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## INTERNATIONAL TRADE-MARKS TRANSFER AGREEMENT

This Agreement is entered into at Montreal, Quebec on the 14th day of May, 2007

**BETWEEN:** **NOVELIS INC.**, duly incorporated under the laws of Canada, hereinafter referred to as “**Novelis**”;

**AND:** **NOVELIS NO. 1 LIMITED PARTNERSHIP**, a partnership duly constituted under the laws of the Province of Quebec, hereinafter referred to as the “**Purchaser**”;

(All parties collectively referred to as the “**Parties**” or individually as a “**Party**”)

**WHEREAS** the Purchaser has been constituted for the purpose of, *inter alia*, owning, using, licensing, managing, protecting and generally exploiting the Trade-Marks (as defined hereafter) in the Territory (as defined hereafter);

**WHEREAS** Novelis is the owner of the Trade-Marks and of all the rights, title and interest relating thereto in the Territory;

**WHEREAS** the Purchaser wishes to acquire from Novelis the Trade-Marks as well as any and all rights, title and interest relating thereto;

**WHEREAS** Novelis agrees to sell and assign unto the Purchaser the Trade-Marks as well as any and all rights, title and interest relating thereto, the whole in accordance with the terms and conditions hereinafter set forth;

**WHEREAS** the Purchaser is a “Canadian partnership” and the Parties intend that subsection 97(2) of the *Income Tax Act* (Canada) and section 614 of the *Taxation Act* (Quebec) shall apply to the transfer and assignment of the Trade-Marks.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

### ARTICLE 1 PREAMBLE

1.1 The preamble shall form an integral part hereof.

### ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms, words, and phrases, when used in the singular or plural, shall have the meanings given to them in this Article unless otherwise

expressly provided:

- 2.1 **“Agreement”** means this International Trade-Marks Transfer Agreement, together with all Schedules and amendments hereto.
- 2.2 **“Effective Date”** means the date first written above.
- 2.3 **“Licensees”** means the Subsidiaries as defined in that certain License Agreement effective as of January 6, 2005 between Novelis and certain of its subsidiaries.
- 2.4 **“Territory”** means all countries of the world except Canada.
- 2.5 **“Trade-Marks”** means the Marks, as defined in that certain License Agreement effective as of January 6, 2005 between Novelis and certain of its subsidiaries, that are owned by Novelis in the Territory.

### ARTICLE 3 TRANSFER AND ASSIGNMENT

- 3.1 **Transfer and Assignment.** Novelis hereby:
  - (a) sells, assigns, conveys and transfers to the Purchaser the Trade-Marks as well as any rights, title and interest relating thereto, including, without limitation, any goodwill relating thereto as well as the right to sue for past infringement, the whole without restrictions of any kind, the Purchaser hereby accepting same; and
  - (b) grants to the Purchaser, with the right to sublicense to third parties, a non-exclusive license to use the Trade-Marks outside the Territory, whether as part of a corporate name, trade name or trade-mark, in connection with the operation of the Purchaser’s activities outside the Territory. The Purchaser agrees that the nature and quality of all products sold or services offered outside the Territory by itself or its sublicensees in connection with the Trade-Marks shall conform to the standards set by Novelis, which may be modified from time to time.

For greater certainty, the Parties confirm that nothing contained in this Agreement shall prevent or restrict the use by Novelis of the Trade-Marks outside the Territory. With respect to the use by Novelis of the Trade-Marks in the Territory, the Purchaser grants to Novelis a non-exclusive license to use said Trade-Marks in the Territory, which license right may not be sublicensed by Novelis. Novelis agrees that the nature and quality of all products sold or services offered in the Territory by itself in connection with the Trade-Marks shall conform to the standards set by the Purchaser, which may be modified from time to time.

- 3.2 **Consideration.** The consideration for the transfer and assignment by Novelis to the Purchaser of the Trade-Marks, together with the consideration for the assignment and transfer by Novelis to the Purchaser of the License Agreement (as defined in and as fully set forth in the Assignment of License Agreement being concurrently executed between Novelis and the Purchaser) shall be determined by the Parties within 120 days from the

Effective Date, being the aggregate fair market value of the Trade-Marks and the License Agreement, payable by the addition of an amount equal to the amount so determined to be the aggregate fair market value of the Trade-Marks and the License Agreement to the capital account of Novelis in respect of the Purchaser, which amount represents a nine-nine and ninety-nine one hundredths percent (99.99%) interest in the Purchaser.

- 3.3 **Election.** The Parties shall jointly elect under the provisions of the *Income Tax Act* (Canada) and the *Taxation Act* (Quebec) that Novelis' aggregate proceeds of disposition of the Trade-Marks and the License Agreement and the Purchaser's aggregate cost of the Trade-Marks and the License Agreement shall be an amount equal to the aggregate cost amount of the Trade-Marks and the License Agreement to Novelis. The Parties further agree to jointly make the necessary elections and to execute and file the prescribed election forms and any other documents required pursuant to subsection 97(2) of the *Income Tax Act* (Canada) and section 614 of the *Taxation Act* (Quebec) and any regulations under such legislation.
- 3.4 **Adjustment.** In the event that any taxing authority having jurisdiction makes or proposes to make any assessment or reassessment determining that the aggregate cost amount of the Trade-Marks and the License Agreement is greater or less than the amount elected pursuant to subsection 3.3 or that the aggregate fair market value of the Trade-Marks and the License Agreement as of the Effective Date is greater or less than the amount determined by the Parties pursuant to subsection 3.2 and such determination is relevant in computing the tax liability of Novelis for its taxation year in which the present transfer and assignment of the Trade-Marks occurs, then, in such event, the amount elected pursuant to subsection 3.3 or the amount of the aggregate consideration for the Trade-Marks and the License Agreement, as the case may be, shall be retroactively increased or decreased so that the amount elected pursuant to subsection 3.3 or the said consideration shall be equal to the amount finally determined to be the aggregate cost amount of the Trade-Marks and the License Agreement or the aggregate fair market value of the Trade-Marks and the License Agreement, as the case may be, and the addition to Novelis' capital account in respect of the Purchaser shall equal the said consideration. Any such determination shall be deemed to be final if it is made pursuant to an assessment or reassessment by any taxing authority having jurisdiction and no appeal is taken therefrom; if an agreement is reached between Novelis and such taxing authority regarding such actual or proposed assessment or reassessment; or if determined by a judgment of a Court of competent jurisdiction, which judgment is not appealed.

Such other adjustments as may be necessary or desirable shall be made by the Parties.

- 3.5 **Other Instruments.** Novelis shall execute or have executed all other agreements, document or instruments that the Purchaser may, from time to time, reasonably present to Novelis and which are necessary or useful to further ensure the sale and assignment contemplated in this Agreement.

#### ARTICLE 4 SALES TAX

- 4.1 **GST/QST No. for Novelis.** Novelis declares and warrants that it is currently registered under the provisions of the *Excise Tax Act*, as amended, and of the *Quebec Sales Tax Act*, and that its registration numbers are respectively 849087549 RT0001 and 1208238309 TQ0001
- 4.2 **GST/QST No. for Purchaser.** The Purchaser declares and warrants that it is currently registered under the provisions of the *Excise Tax Act*, as amended, and of the *Quebec Sales Tax Act*, and that its registration numbers are respectively 849522990 RT0001 and 1213076554 TQ0001
- 4.3 **Election.** Novelis and the Purchaser acknowledge that they have made, prior to the Effective Date, a valid joint election under subsection 156(2) of the *Excise Tax Act* and article 334 of the *Quebec Sales Tax Act* in prescribed form containing prescribed information and with an appropriate effective date and that such election has not been revoked and will continue to be effective following the Effective Date such that subsection 156(2) of the *Excise Tax Act* and article 334 of the *Quebec Sales Tax Act* will apply to the transfer and assignment of the Trade-Marks to deem the supply of the Trade-Marks to be made for no consideration for purposes of these acts.
- 4.4 **Notices.** Novelis and the Purchaser agree to complete the notices and forms required to give effect to the foregoing.
- 4.5 **Indemnity.** Notwithstanding the foregoing, in the event that it is determined by the Canada Revenue Agency or by Revenu Québec that there is a Goods and Services Tax or Québec Sales Tax liability of the Purchaser to pay Goods and Services Tax or Québec Sales Tax on all or part of the Trade-Marks, the Parties agree that such Goods and Services Tax or Québec Sales Tax, as the case may be, shall be, unless already collected from the Purchaser by Novelis, forthwith remitted by the Purchaser to the Canada Revenue Agency or Revenu Québec, as the case may be, and the Purchaser shall indemnify and hold Novelis harmless with respect to any such Goods and Services Tax or Québec Sales Tax liability arising herein, as well as any interest and penalties related thereto.

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES

- 5.1 Novelis represents and warrants that:
- (a) it has not authorized any third party to use the Trade-Marks in the Territory by virtue of a license or otherwise, except to the Licensees, and that Novelis has continuously controlled the nature and quality of all products sold or services offered in the Territory by the Licensees;
  - (b) it is the owner of all the rights, title and interest in the Trade-Marks, with good and marketable title;

- (c) to the knowledge of Novelis, the Trade-Marks do not infringe upon any proprietary right of any third party;
- (d) it is duly incorporated and organized and validly subsisting according to the jurisdiction of its incorporation, and has full power and authority to execute this Agreement and to perform its obligations set out herein; and
- (e) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

## ARTICLE 6 UNDERTAKINGS

- 6.1 **Novelis Undertaking.** Novelis undertakes to refrain from challenging, opposing, contesting and/or objecting to the ownership, use, license and/or registration of the Trade-Marks, either existing or future, alone or in combination with any other word(s) and/or graphical element(s), in the Territory.
- 6.2 **Purchaser Undertaking.** The Purchaser undertakes to refrain from challenging, opposing, contesting and/or objecting to the ownership, use, license and/or registration of the Trade-Marks, either existing or future, alone or in combination with any other word(s) and/or graphical element(s), outside the Territory.

## ARTICLE 7 MISCELLANEOUS

- 7.1 **Notice.** Any notice, direction or request required or permitted to be given hereunder shall be in writing and shall be given by personal delivery, messenger or fax, addressed as follows:

(a) to the Purchaser at:

2040 Fay Street  
Jonquière, Quebec  
G7S 4K6

Fax : (418) 699-5293  
Attention : Mme Micheline Riverin - comptroller

(b) to Novelis at:

191 Evans Avenue  
Toronto, Ontario  
M8Z 1J5

Fax : (416) 503-6720  
Attention : Mr. Cary Wasser - comptroller

Any notice, direction or request delivered personally or given by fax shall be deemed to be received by and given to the addressee on the day of sending. A Party may change its address for receipt of notice by giving notice of its new address as herein contemplated.

- 7.2 **Modifications.** This Agreement may not be amended or modified in any respect except by written instrument signed by all Parties.
- 7.3 **Severability.** If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severable from this Agreement, but will not effect any other provisions of this Agreement, which otherwise shall remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within reasonable bounds.
- 7.4 **Entire Agreement and Effect.** The provisions of this Agreement (including the Schedule A hereto) constitute the entire Agreement among the Parties with respect to the subject matter hereof and this Agreement supersedes all prior agreements and undertakings. No modification or amendment of this Agreement shall be valid or binding except if in writing signed by each of the Parties.
- 7.5 **Binding.** This Agreement shall be binding upon the agents, beneficiaries, successors, administrators and permitted assigns of the Parties. A Party shall not assign any of its rights or obligations under this Agreement without having obtained the prior written consent of the other Party.
- 7.6 **Gender.** Where necessary, the singular number shall be taken to include the plural, and the neuter, the masculine and/or the feminine gender.
- 7.7 **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and all of which shall be construed together as one agreement.
- 7.8 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws applicable in the Province of Quebec and the laws of Canada applicable therein.
- 7.9 **Language.** The Parties hereto acknowledge that they have requested and are satisfied that the foregoing be drawn up in English. Les parties aux présentes reconnaissent qu'elles ont exigé que ce qui précède soit rédigé en anglais et s'en déclarent satisfaites.


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SIGNED at the place and on the date first-mentioned above.

NOVELIS INC.

NOVELIS NO. 1 LIMITED  
PARTNERSHIP, by its general partner  
4260848 Canada Inc.

By:   
Name: Robert M. Patterson  
Title: VP Controller

By:   
Name: DAVID KENNEDY  
Title: PRESIDENT

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