

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novelis No. 1 Limited Partnership		10/01/2008	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Novelis Brand LLC
Street Address:	191 Evans Avenue
City:	Toronto
State/Country:	CANADA
Postal Code:	M8Z 1J5
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3119944	NOVELIS
Registration Number:	3120057	NOVELIS
Registration Number:	3457730	NOVELIS KING CAN

CORRESPONDENCE DATA

Fax Number: (216)241-0816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216.622.8854
 Email: ipdocket@calfee.com
 Correspondent Name: Raymond Rundelli
 Address Line 1: 800 Superior Avenue
 Address Line 2: Suite 1400
 Address Line 4: Cleveland, OHIO 44114

DOMESTIC REPRESENTATIVE

Name:

CH \$90.00 3119944

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Raymond Rundelli

Signature:

/Raymond Rundelli/

Date:

10/03/2008

Total Attachments: 8

source=00398395#page1.tif

source=00398395#page2.tif

source=00398395#page3.tif

source=00398395#page4.tif

source=00398395#page5.tif

source=00398395#page6.tif

source=00398395#page7.tif

source=00398395#page8.tif

INTERNATIONAL TRADE-MARKS TRANSFER AGREEMENT

This Agreement is entered into on the 1st day of October, 2008.

BETWEEN: **NOVELIS NO. 1 LIMITED PARTNERSHIP**, a partnership duly constituted under the laws of the Province of Quebec (“**Novelis LP**”);

AND: **NOVELIS BRAND LLC** (“**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 LP is the owner of the Trade-Marks and of all the rights, title and interest relating thereto in the Territory;

WHEREAS the rights, title and interest of Novelis in the Trade-Marks are subject to security interest granted by Novelis under a Credit Agreement dated July 6, 2007 (“**Security Arrangements**”) to certain collateral agents (“**Agents**”);

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

WHEREAS Novelis LP 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;

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 **“Territory”** means all countries of the world.
- 2.4 **“Trade-Marks”** means the trade name “Novelis” and certain other names, brands, trade names, marks, trademarks, service marks, designs, logos and slogans utilizing, derived from or constituting a composite of such trade name, including the applications and registrations relating thereto set out in Schedule I hereto. For certainty, Trade-Marks do not include the Aditya Birla “Rising Sun” brand, marks, trademarks, service marks, designs, or logos.

ARTICLE 3 TRANSFER AND ASSIGNMENT

- 3.1 **Transfer and Assignment.** Novelis LP hereby 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 reservations by Novelis of any kind, the Purchaser hereby accepting same.
- 3.2 **Consideration.** The consideration for the transfer and assignment by Novelis LP to the Purchaser of the Trade-Marks, together with the consideration for the assignment and transfer by Novelis LP 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 LP and the Purchaser) is a non-interest bearing note in the amount of ONE HUNDRED FORTY MILLION U.S. DOLLARS (US\$140,000,000), being the aggregate fair market value of the Trade-Marks and the License Agreement.
- 3.3 **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 is greater or less than the amount of ONE HUNDRED FORTY MILLION U.S. DOLLARS (US\$140,000,000) or that the aggregate fair market value of the Trade-Marks as of the Effective Date is greater or less than the amount of ONE HUNDRED FORTY MILLION U.S. DOLLARS (US\$140,000,000) and such determination is relevant in computing the tax liability of Novelis LP for its taxation year in which the present transfer and assignment of the Trade-Marks occurs, then, in such event, the amount of the aggregate consideration for the Trade-Marks shall be retroactively increased or decreased so that the said consideration shall be equal to the amount finally determined to be the aggregate cost amount of the Trade-Marks or the aggregate fair market value of the Trade-Marks, as the case may be. 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 LP 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.

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

ARTICLE 4 SALES TAX

- 4.1 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 LP, 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 LP 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 LP represents and warrants that:
- (a) except for rights granted to the Agents pursuant to the Security Arrangements, it has not authorized any third party to make any material use of the Trade-Marks in the Territory by virtue of a license or otherwise, except to the Licensees, and that Novelis LP has continuously controlled the nature and quality of all products sold or services offered in the Territory by the Licensees during the period when Novelis LP owned the Trade-Marks;
 - (b) subject to rights granted to the Agents pursuant to the Security Arrangements, it is the owner of all material rights, title and interests in the Trade-Marks, with good and marketable title;
 - (c) to the knowledge of Novelis LP, the Trade-Marks do not infringe upon any material 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 LP Undertaking.** Novelis LP 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) If to Novelis LP: The address provided to Purchaser by Novelis LP
- (b) If to Purchaser: The address provided to Novelis LP by Purchaser

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 (i) by written instrument signed by all Parties; and (ii) if such amendment or modification adversely affects the rights of Agents or secured parties pursuant to the Security Arrangements, with consent by the Agents.
- 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, except that either Party may grant a security interest in its rights hereunder to the Agents, and the Agreement shall be assignable to the Agents, a secured party pursuant to the Security Arrangements, or a respective designee thereof, in exercise of their rights and remedies under the Security Arrangements.
- 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.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

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

NOVELIS BRAND LLC

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

By:

Marion G. Greenhalgh

Name: Marion G. Greenhalgh
Title: President

By:

Marion G. Greenhalgh

Name: Marion G. Greenhalgh
Title: President

WITNESS:

WITNESS:

Dalia Charles

Name:

Dalia Charles

Name:

Schedule 1
 Trademark Assignment Agreement

1

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Class
Australia	NOVELIS	1080042	31-08-2005	862070	31-08-2005	6
Australia	NOVELIS & DEVICE	1080049	31-08-2005	862083	31-08-2005	6
Belarus	NOVELIS & DEVICE	A0002432	31-08-2005	862083	31-08-2005	6
Belarus	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
Bolivia	NOVELIS	13231	28-09-2005	110887-C	19-09-2007	6
Bolivia	NOVELIS & DEVICE		28-09-2005	110888-C	19-09-2007	6
Brazil	NOVELIS FUSION & DESIGN	828520518	12-06-2006			6
Brazil	NOVELIS	827906110	27-10-2005			6
Brazil	NOVELIS & DEVICE	827906129	27-10-2005			6
Cambodia	NOVELIS	23899/05	16-06-2005	23124/06	05-01-2006	6
Cambodia	NOVELIS & DEVICE	23899/05	15-07-2005	23125/06	05-01-2006	6
Canada	NOVELIS	1230712	17-09-2004	710941	03-04-2008	6
Chile	NOVELIS & DEVICE	714241	13-03-2006	754700	28-03-2006	6
Chile	NOVELIS	714240	13-03-2006	754699	28-03-2006	6
China (Peoples Republic)	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
China (Peoples Republic)	NOVELIS & DEVICE	A0002432	31-08-2005	862083	31-08-2005	6
Croatia	NOVELIS & DEVICE	A0002432	31-08-2005	862083	31-08-2005	6
Croatia	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
Ecuador	NOVELIS	162491	23-09-2005	3067-06	16-06-2006	6
Ecuador	NOVELIS & DEVICE	162490	23-09-2005	3066-06	16-06-2006	6
European Community	NOVELIS & DEVICE	4133807	19-11-2004	4133807	19-11-2004	6
European Community	NOVELIS DEVICE (ONLY)	4133948	19-11-2004	4133948	19-11-2004	6
European Community	NOVELIS	4032901	17-09-2004	4032901	17-09-2004	6
Germany	NOVELIS FUSION & DESIGN	30628199.6	03-05-2006	30628199.6	24-07-2006	6
Iceland	NOVELIS & DEVICE	A000242	31-08-2005	862083	31-08-2005	6
Iceland	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
India	NOVELIS & DEVICE	1393986	24-10-2005			6
India	NOVELIS	1393985	24-10-2005			6
Int'l Registration - Madrid Agreement / Protocol	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
Int'l Registration - Madrid Agreement / Protocol	NOVELIS & DEVICE	A0002432	31-08-2005	862083	31-08-2005	6
Israel	NOVELIS & DEVICE		30-08-2005	183326	05-02-2007	6
Israel	NOVELIS		30-08-2005	183325	05-02-2007	6
Japan	NOVELIS & DEVICE	A0002432	31-08-2005	862083	31-08-2005	6
Japan	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
Jordan	NOVELIS	84045	15-12-2005	84045	16-06-2005	6
Jordan	NOVELIS & DEVICE	84043	15-12-2005	84043	15-07-2005	6
Korea, Republic of	NOVELIS	40-2005-7714	23-02-2005	652100	21-02-2006	6
Korea, Republic of	NOVELIS & DEVICE	86208340-2005-6993	18-02-2005	652099	21-02-2006	6
Korea, Republic of	NOVELIS FUSION & DESIGN	40-2006-0023738	03-05-2006	706193	12-04-2007	6
Korea, Republic of	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
Korea, Republic of	NOVELIS & DEVICE	A0002432	31-08-2005	862083	31-08-2005	6
Lebanon	NOVELIS	104380	09-11-2005	104380	09-11-2005	6
Lebanon	NOVELIS & DEVICE	104381	09-11-2005	104381	09-11-2005	6
Liechtenstein	NOVELIS	A0002433	31-08-2005	862070	31-08-2005	6
Liechtenstein	NOVELIS & DEVICE	A0002432	31-08-2005	862083	31-08-2005	6
Malaysia	NOVELIS	2005/014745	01-09-2005		16-06-2006	6
Malaysia	NOVELIS & DEVICE		01-09-2005			6
Mexico	NOVELIS	756681	16-12-2005	919009	16-12-2005	6
Mexico	NOVELIS & DEVICE	756682	16-12-2005	921297	16-12-2005	6
New Zealand	NOVELIS & DEVICE	734807	26-08-2005	734807	09-03-2006	6
New Zealand	NOVELIS	734806	26-08-2005	734806	16-06-2005	6
Nigeria	NOVELIS	105153/05	28-09-2005			6
Nigeria	NOVELIS & DEVICE	105152/05	28-09-2005			6
Norway	NOVELIS & DEVICE	A0002432	31-08-2005	862083	15-09-2006	6
Norway	NOVELIS	A0002433	31-08-2005	862070	15-09-2006	6
Panama	NOVELIS & DEVICE	147349	07-12-2005	147349	07-12-2005	6
Panama	NOVELIS	147348	07-12-2005	147348	07-12-2005	6
Paraguay	NOVELIS	28971/2005		288689	11-05-2006	6
Paraguay	NOVELIS & DEVICE	28972/2005		288669	11-05-2005	6
Peru	NOVELIS	255168	21-09-2005	113730	30-03-2006	6
Peru	NOVELIS & DEVICE	255479	23-09-2005	113731	30-03-2006	6

Schedule 1
 Trademark Assignment Agreement

2

Russian Federation	NOVELIS	A0002433	31-08-2005 862070	31-08-2005	6
Russian Federation	NOVELIS & DEVICE	A0002432	31-08-2005 862083	31-08-2005	6
Saudi Arabia	NOVELIS	100418	12-10-2005 858/33	09-08-2006	6
Saudi Arabia	NOVELIS & DEVICE	100419	12-10-2005 858/32	09-08-2006	6
South Africa	NOVELIS	2005/18209	01-09-2005		6
South Africa	NOVELIS & DEVICE	2005/18210	01-09-2005		6
Switzerland	NOVELIS & DEVICE	A0002432	31-08-2005 862083	31-08-2005	6
Switzerland	NOVELIS	A0002433	31-08-2005 862070	31-08-2005	6
Switzerland	NOVELIS FUSION & DESIGN	53974/2006	03-05-2006 548460	03-08-2006	6
Syria	NOVELIS	308-35-357764	18-12-2005		6
Syria	NOVELIS & DEVICE	308-36-357765	18-12-2005		6
Taiwan	NOVELIS	94042520	06-09-2005 1211172	01-06-2006	6
Taiwan	NOVELIS & DEVICE	94042521	06-09-2005 1211173	01-06-2006	6
Thailand	NOVELIS	602606	08-09-2005 256130	08-09-2005	6
Thailand	NOVELIS & DEVICE	602607	08-09-2005 256131	08-09-2005	6
Ukraine	NOVELIS	A0002433	31-08-2005 862070	31-08-2005	6
Ukraine	NOVELIS & DEVICE	A0002432	31-08-2005 862083	31-08-2005	6
United Arab Emirates	NOVELIS	760035	17-12-2005		6
United Arab Emirates	NOVELIS & DEVICE	760036	17-12-2005		6
United Kingdom	NOVELIS FUSION & DESIGN	2420859	03-05-2006 2420859	03-05-2006	6
United States of America	NOVELIS & DEVICE	78/671159	15-07-2005 3,120,057	25-07-2006	6
United States of America	NOVELIS	78/651851	16-06-2005 3119944	25-07-2006	6
United States of America	NOVELIS KING CAN	77/321160	05-11-2007 3457730	01-07-2008	6
United States of America	NOVELIS FUSION & DESIGN	77/324627	08-11-2007		6
United States of America	NOVALTREAD	77/387483	01-02-2008		6
Viet Nam	NOVELIS	4-2005-13701	17-10-2005 87504	29-08-2007	6
Viet Nam	NOVELIS & DEVICE	4-2005-13702	17-10-2005 87505	29-08-2007	6