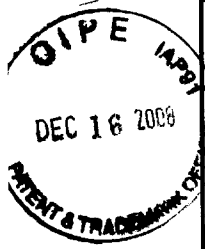


12-19-2008



103540438

To the Director of the U. S. Patent
documents or the new address(es) below.

1. Name of conveying party(ies):
 LASALLE BUSINESS CREDIT, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF AMERICA, NATIONAL ASSOCIATION
 Internal
 Address: Suite 465
 Street Address: 135 South LaSalle Street
 City: Chicago
 State: Illinois
 Country: USA Zip: 60603

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other N.A. Citizenship U.S.N.A.

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)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) September 18, 2008

Assignment Merger
 Security Agreement Change of Name
 Other Collateral Agent Substitution

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

A. Trademark Application No.(s)
 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):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: TORYS LLP, Attn: Jason Gilman
 Internal Address: Suite 3000
 Street Address: 79 Wellington Street West
Box 270
 City: Toronto
 State: Ontario Zip: M5K 1N2
 Phone Number: 416.865.7529
 Fax Number: 416.865.7380
 Email Address: jgilman@torys.com

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 5590.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name: BYRNE 0000001 9A3205

9. Signature: Jason Gilman Signature
 Jason Gilman
 Name of Person Signing

Date: Sept 15 2008
 Date

Total number of pages including cover sheet, attachments, and document: 42

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

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

1.	72448274	983205	STABILOY
2.	72454065	979759	ROYALE
3.	73183216	1120934	TRISTRIFE
4.	73226314	1145429	ALHIDE
5.	73568359	1405479	PHILADELPHIA STYLE
6.	73572589	1426358	PARA-PAK
7.	73589744	1416397	QUARTER-MILER
8.	73740187	1577805	PARTYWARE
9.	75168931	2182802	BBQ BUDDY
10.	75936201	2475424	GRILL BUDDIES
11.	76001716	2467519	GRILL BUDDIES
12.	76362303	2859339	FLEXCAST
13.	76362406	2859340	FLEXCASTER
14.	76412474	2854540	SELECTMC
15.	78651851	3119944	NOVELIS
16.	78671159	3120057	NOVELIS
17.	78746362		NOVELIS FUSIONS
18.	73568242	1398242	DELI POPS
19.	77121160		NOVELIS KING CAN
20.	75818909	2590291	SILENSAL
21.	77321160		NOVELIS KING CAN
22.	77324627		NOVELIS FUSI8N

	Patent No.	Inventor	Title
23.	77387483		NOVALTREAD

**FIRST AMENDMENT TO CREDIT AGREEMENT
AND AGENTS' RESIGNATION AND APPOINTMENT**

FIRST AMENDMENT TO CREDIT AGREEMENT AND AGENTS' RESIGNATION AND APPOINTMENT, dated as of September 18, 2008 (this "Amendment"), among NOVELIS INC., a corporation formed under the Canada Business Corporations Act (the "Canadian Borrower"), NOVELIS CORPORATION, a Texas corporation, and the other U.S. subsidiaries of the Canadian Borrower signatory hereto as borrowers (the "U.S. Borrowers"), NOVELIS UK LTD, a limited liability company incorporated under the laws of England and Wales with registered number 00279596 (the "U.K. Borrower"), and NOVELIS AG, a stock corporation (AG) organized under the laws of Switzerland (the "Swiss Borrower" and, collectively with the Canadian Borrower, the U.S. Borrowers, and the U.K. Borrower, the "Borrowers"), the guarantors party hereto, the lenders party hereto, LASALLE BUSINESS CREDIT, LLC, as resigning funding agent and as resigning collateral agent, and BANK OF AMERICA, N.A., as successor funding agent and as successor collateral agent.

WITNESSETH:

WHEREAS the Borrowers, AV ALUMINUM INC., a corporation formed under the Canada Business Corporations Act, the subsidiary guarantors party thereto, the lenders party thereto, ABN AMRO BANK N.V., as U.S./European issuing bank, as U.S. swingline lender, as administrative agent, LASALLE BUSINESS CREDIT, LLC ("LaSalle"), as funding agent and as collateral agent, UBS SECURITIES LLC, as syndication agent, BANK OF AMERICA, N.A., NATIONAL CITY BUSINESS CREDIT, INC. and CIT BUSINESS CREDIT CANADA INC., as documentation agents, ABN AMRO BANK N.V., acting through its Canadian branch, as Canadian administrative agent, Canadian funding agent and Canadian issuing bank and ABN AMRO INCORPORATED and UBS SECURITIES LLC, as joint lead arrangers and joint bookmanagers, have entered into that certain Credit Agreement, dated as of July 6, 2007 (the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Credit Agreement);

WHEREAS LaSalle would like to resign as Funding Agent and Collateral Agent under the Credit Agreement and the other Loan Documents;

WHEREAS the Required Lenders, in consultation with the Administrative Borrower, would like to confirm and acknowledge the appointment of Bank of America, N.A., ("BOA"), as successor Funding Agent and as successor Collateral Agent pursuant to Section 10.06 of the Credit Agreement, and BOA would like to accept such appointment; and

WHEREAS in furtherance of the appointment of BOA as successor Funding Agent and as successor Collateral Agent, the parties desire to amend the Credit Agreement as set forth herein, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

RESIGNATION AND APPOINTMENT

Section 1.1 Resignation and Appointment. As of the date hereof, (a) LaSalle hereby transfers and assigns to BOA all of its rights in its capacities as Funding Agent and as Collateral Agent under the Credit Agreement and the other Loan Documents; (b) LaSalle hereby resigns as Funding Agent and as Collateral Agent; and (c) BOA is hereby appointed as Funding Agent and as Collateral Agent for all purposes under the Credit Agreement and the other Loan Documents and shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning Funding Agent and the resigning Collateral Agent, and BOA hereby accepts such appointment as Funding Agent and as Collateral Agent. LaSalle hereby transfers and assigns to BOA, as successor Funding Agent, from and after the date hereof, all of its right, title and interest in and to any fee payable pursuant to the Fee Letter to LaSalle in its capacity as Funding Agent. As of the date hereof, LaSalle is hereby discharged from its duties and obligations as Funding Agent and as Collateral Agent under the Credit Agreement and the other Loan Documents (except as otherwise provided in the Credit Agreement).

Section 1.2 Waiver of Notice. (a) Any requirement under the Credit Agreement that the current Funding Agent provide prior notice of its resignation as Funding Agent is hereby waived.

(b) Any requirement under the Credit Agreement that the current Collateral Agent provide prior notice of its resignation as Collateral Agent is hereby waived.

Section 1.3 Agent's Account. As of the date hereof, the "Agent's Account" shall mean the accounts set forth on Schedule I hereto.

Section 1.4 Address for Notices. As of the date hereof, the address for notices to the Funding Agent or the Collateral Agent shall be:

Bank of America, N.A.
135 South LaSalle Street, Suite 465
Chicago, IL 60603
Attention: Account Officer
Telecopier No.: 312-904-7190

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive, Suite 2100
Chicago, IL 60606
Attention: Seth E. Jacobson
Telecopier No.: (312) 407-8511
Phone No.: (312) 407-0889

ARTICLE II

AMENDMENTS

Section 2.1 References to LaSalle Bank N.A. Each reference to "LaSalle Bank N.A." contained in the definition of "Funded Specified Foreign Currency Participation," the definition of "Participating Specified Foreign Currency Lender," Section 2.01(a), and Article XII (or otherwise used in connection with any Specified Foreign Currency Participation, as applicable) is hereby amended to refer to Bank of America, N.A.

ARTICLE III

CONDITIONS TO CLOSING

The effectiveness of this Amendment is subject to the satisfaction of the following conditions:

(a) First Amendment. The Borrowers, the Guarantors, the resigning Funding Agent, the resigning Collateral Agent, the successor Funding Agent, the successor Collateral Agent, and the Required Lenders shall have delivered a duly executed counterpart of this Amendment to the resigning Funding Agent, the resigning Collateral Agent, the successor Funding Agent and the successor Collateral Agent.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents in similar or different circumstances. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

Section 4.2 No Representations by Lenders or Agents. The Borrowers and the Guarantors hereby acknowledge that they have not relied on any representation, written or oral, express or implied, by any Lender or the resigning Funding Agent, the resigning Collateral

Agent, the successor Funding Agent, the successor Collateral Agent, or any other Agent, other than those expressly contained herein, in entering into this Amendment.

Section 4.3 Successors and Assigns. This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lenders, the resigning Funding Agent, the resigning Collateral Agent, the successor Funding Agent, the successor Collateral Agent, and each other Agent.

Section 4.4 Headings; Entire Agreement. The headings and captions hereunder are for convenience only and shall not affect the interpretation or construction of this Amendment. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein.

Section 4.5 Severability. The provisions of this Amendment are intended to be severable. If for any reason any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 4.6 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 4.7 Governing Law. The whole of this Amendment and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

Section 4.8 Ratification of Guaranty. Each Guarantor hereby consents to this Agreement and hereby confirms and agrees that (a) notwithstanding the effectiveness of this Agreement, the Guarantee is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, and (b) the Security Documents to which it is a party and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Obligations secured thereby.

[Remainder of this page is intentionally left blank.]

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered as of the date first above written.

BORROWERS:

NOVELIS INC.

By 

Name: Leslie J. Parrott, Jr.

Title: Secretary

NOVELIS CORPORATION

By _____

Name:

Title:

NOVELIS PAE CORPORATION

By _____

Name:

Title:

NOVELIS FINANCES USA LLC

By _____

Name:

Title:

**NOVELIS SOUTH AMERICA HOLDINGS
LLC**

By 

Name: Leslie J. Parrott, Jr.

Title: President

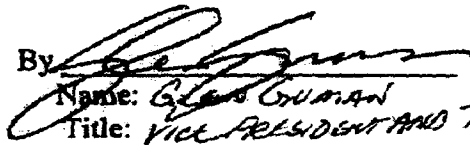
IN WITNESS WHEREOF, the undersigned have caused this Amendment to be
duly executed and delivered as of the date first above written.

BORROWERS:

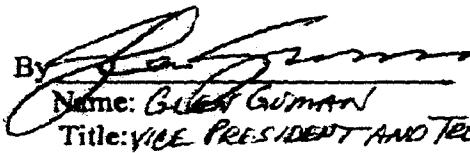
NOVELIS INC.

By _____
Name:
Title:

NOVELIS CORPORATION

By 
Name: *GILBERT GUZMAN*
Title: *VICE PRESIDENT AND TREASURER*

NOVELIS PAE CORPORATION

By 
Name: *GILBERT GUZMAN*
Title: *VICE PRESIDENT AND TREASURER*

NOVELIS FINANCES USA LLC

By _____
Name:
Title:

**NOVELIS SOUTH AMERICA
HOLDINGS LLC**

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be
duly executed and delivered as of the date first above written.

BORROWERS:

NOVELIS INC.

By _____
Name:
Title:

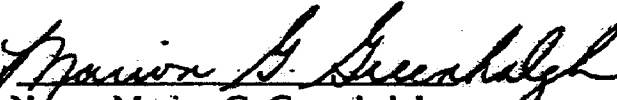
NOVELIS CORPORATION

By _____
Name:
Title:

NOVELIS PAE CORPORATION

By _____
Name:
Title:

NOVELIS FINANCES USA LLC

By 
Name: Marion G. Greenhalgh
Title: President and Secretary

**NOVELIS SOUTH AMERICA
HOLDINGS LLC**

By _____
Name:
Title:

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

ALUMINUM UPSTREAM HOLDINGS LLC

By *Leslie J. Parvett Jr.*
Name: *Leslie J. Parvett Jr.*
Title: *President*

NOVELIS UK LTD

By _____
Name:
Title:

NOVELIS AG

By _____
Name:
Title:

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

ALUMINUM UPSTREAM HOLDINGS LLC

By _____
Name:
Title:

NOVELIS UK LTD

By David S. Jackson
Name: DAVID S. JACKSON
Title: DIRECTOR

NOVELIS AG

By _____
Name:
Title:

ALUMINUM UPSTREAM HOLDINGS LLC

By _____
Name:
Title:

NOVELIS UK LTD

By _____
Name:
Title:

NOVELIS AG

By E. Faust
Name: Erwin Faust
Title: director

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

GUARANTORS:

AV ALUMINUM INC.

By Thomas W. LaBerge
Name: Thomas W. LaBerge
Title: Authorized Signatory

**NOVELIS CAST HOUSE TECHNOLOGY
LTD.**

By _____
Name:
Title:

4260848 CANADA INC.

By _____
Name:
Title:

4260856 CANADA INC.

By _____
Name:
Title:

NOVELIS NO. 1 LIMITED PARTNERSHIP

By: 4260848 CANADA INC.
Its: General Partner

By _____
Name:
Title:

GUARANTORS:


AV ALUMINUM INC.

By _____

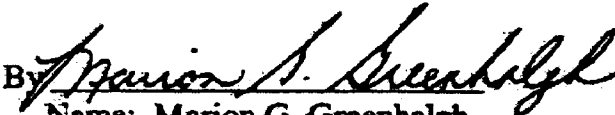
Name:

Title:


**NOVELIS CAST HOUSE
TECHNOLOGY LTD.**

By 
Name: Marion G. Greenhalgh
Title: President and Secretary

4260848 CANADA INC.

By 
Name: Marion G. Greenhalgh
Title: President and Secretary


4260856 CANADA INC.

By 
Name: Marion G. Greenhalgh
Title: President and Secretary

**NOVELIS NO. 1 LIMITED
PARTNERSHIP**

By: 4260848 CANADA INC.

Its: General Partner

By 
Name: Marion G. Greenhalgh
Title: President and Secretary

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

NOVELIS EUROPE HOLDINGS LIMITED

By D.S. John
Name: DAVID S. JESSE
Title: DIRECTOR

NOVELIS SERVICES LIMITED

By D.S. John
Name: DAVID S. JESSE
Title: DIRECTOR

NOVELIS SWITZERLAND SA

By _____
Name:
Title:

NOVELIS TECHNOLOGY AG

By _____
Name:
Title:

NOVELIS DEUTSCHLAND GMBH

By _____
Name:
Title:

NOVELIS DO BRASIL LTDA

By _____
Name:
Title:

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

NOVELIS EUROPE HOLDINGS LIMITED

By _____
Name:
Title:

NOVELIS SERVICES LIMITED

By _____
Name:
Title:

NOVELIS SWITZERLAND SA

By E. Faust
Name: *Erwin Faust*
Title: *director*

NOVELIS TECHNOLOGY AG

By E. Faust
Name: *Erwin Faust*
Title: *director*

NOVELIS DEUTSCHLAND GMBH

By _____
Name:
Title:

NOVELIS DO BRASIL LTDA

By _____
Name:
Title:

NOVELIS EUROPE HOLDINGS LIMITED

By _____
Name:
Title:

NOVELIS SERVICES LIMITED

By _____
Name:
Title:

NOVELIS SWITZERLAND SA

By _____
Name:
Title:

NOVELIS TECHNOLOGY AG

By _____
Name:
Title:

NOVELIS DEUTSCHLAND GMBH

By _____
Name: *GOTTFRIED WEINPL*
Title: *MANAGING DIRECTOR*

NOVELIS DO BRASIL LTDA

By _____
Name:
Title:

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

NOVELIS EUROPE HOLDINGS LIMITED

By _____
Name:
Title:

NOVELIS SERVICES LIMITED

By _____
Name:
Title:

NOVELIS SWITZERLAND SA

By _____
Name:
Title:


NOVELIS TECHNOLOGY AG

By _____
Name:
Title:

NOVELIS DEUTSCHLAND GMBH

By _____
Name:
Title:

NOVELIS DO BRASIL LTDA

By 
Name:
Title: Alexandre M. Almeida
Presidente

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

NOVELIS MADEIRA, UNIPessoAL, LDA

By N.V. Madden
Name: *N.V. Madden*
Title: *Director*

NOVELIS LUXEMBOURG S.A.

By _____
Name:
Title:

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

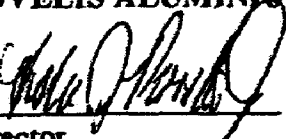
NOVELIS MADEIRA, UNIPessoal, LDA

By _____
Name:
Title:

NOVELIS LUXEMBOURG S.A.

By F. Wolff
Name: F. Wolff
Title:

GIVEN under the Common Seal of
NOVELIS ALUMINIUM HOLDING COMPANY



Director




Director/Secretary

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT

NOVELIS PAE S.A.S.

By P. Charlier
Name: P. CHARLIER
Title: PRESIDENT

**LASALLE BUSINESS CREDIT, LLC, as
resigning Funding Agent and resigning Collateral
Agent**

By: 
Name: Peter M. Walther
Title: First Vice President


**BANK OF AMERICA, N.A., as successor
Funding Agent and successor Collateral Agent**

By: _____
Name:
Title:


**LASALLE BUSINESS CREDIT, LLC, as
resigning Funding Agent and resigning Collateral
Agent**

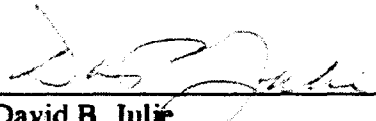
By: _____
Name:
Title:

**BANK OF AMERICA, N.A., as successor
Funding Agent and successor Collateral Agent**

By:  _____
Name: **Andrew A. Doherty**
Title: **Senior Vice President**

UBS AG, STAMFORD BRANCH

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: David B. Julie
Title: Associate Director

General Electric Capital Corporation

By: Robert E. Kelly
Name: Robert E. Kelly
Title: Duly Authorized Signatory

WACHOVIA BANK, N.A.



By: _____

Name: Joseph L White


Title: Director

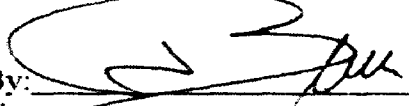
[National City Business Credit, Inc.]

By: Michael P. McNeirney
Name: Michael P. McNeirney
Title: Vice President

By: _____
Name:
Title:


CIT BUSINESS CREDIT CANADA INC.

By: 
Name: _____
Title: **Nick Bassi**
Vice President

By: 
Name: _____
Title: **James Bruce**
Vice President

FIRST AMENDMENT
TO NOVELIS CREDIT AGREEMENT


[INSERT NAME OF LENDER]

By: 
Name: Jeremy Harrison
Title: Director

Lloyds TSB
Commercial Finance

By: _____
Name: _____
Title: _____

Wells Fargo Foothill, LLC

By: 
Name: Mark Bradford
Title: Vice President

By: _____
Name:
Title:

NATIXIS

By: 
Name: Pieter van Tulder
Title: Managing Director

By: 
Name: Paul Moisselin
Title: Associate

**RBS BUSINESS CAPITAL a division of
RBS ASSET FINANCE, INC.**

By: 

Name: John D. Bobbin

Title: Vice President

By: _____

Name:

Title:

Allied Irish Banks p.l.c.

By: 
Name: **Mia Bolin**
Title: **Assistant Vice President**


By: 
Name: **Martin Chin**
Title: **Senior Vice President**

Citicorp North America, Inc.

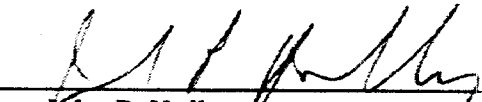
By: 
Name: Brian Y. Ike
Title: Vice President

By: _____
Name:
Title:

HSBC Business Credit (USA) Inc.

By: 
Name: Thomas A. Getty, Jr.
Title: Vice President

UPS Capital Corporation

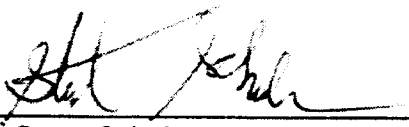
By: 
Name: John P. Holloway
Title: Director of Portfolio Management

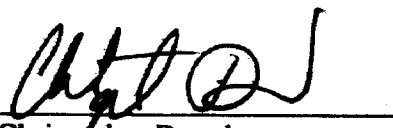
PNC Bank, N.A.

By: 
Name: Ernest Wong
Title: Vice President


By: _____
Name:
Title:

BAYERISCHE LANDESBANK, NEW YORK
BRANCH

By: 
Name: Stuart Schulman
Title: Senior Vice President


By: 
Name: Christopher Dowd
Title: Vice President

Siemens Financial Services, Inc.

By:  _____

Name: John Finore

Title: Vice President, Manager
Working Capital Specialists

By:  _____

Name: Jim Fuller
Title: VP & Co-Head



DEC 11 2008



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 17, 2008

PTAS



103534294A

TORYS LLP
ATTN: JASON GILMAN
79 WELLINGTON STREET WEST, SUITE 3000
BOX 270
TORONTO, ONTARIO M5K 1N2

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103534294

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

- 1. NO EXECUTION DATE LISTED ON THE COVER SHEET.

LAZENA MARTIN, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION



TORYS
LLP

Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, Ontario
M5K 1N2 Canada
Tel 416.865.0040
Fax 416.865.7380

www.torys.com

December 15, 2008

VIA COURIER

Assignment Recordations
CUSTOMER SERVICE WINDOW
MAIL STOP - ASSIGNMENT RECORDATION SERVICES
United States Patent and Trademark Office
Randolph Building
401 Dulany Street
Alexandria, VA
U.S.A. 22314

Dear Commissioner:

Re: Resubmission of Collateral Agent Substitution Document
Document ID No.: 103534294A
Original Date of Filing: September 19, 2008

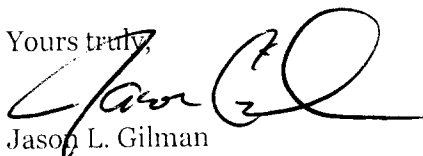
Further to the Office Notice dated November 17, 2008 having Document ID No. 103534294A, (copy enclosed), please find enclosed a corrected submission. This submission is made within 30 days from the date of the Notice in compliance with 37 C.F.R. 3.51 to maintain the original date of filing.

In the enclosed corrected submission, the Recordation Form Cover Sheet has been corrected to include the execution date of the collateral agent substitution. A copy of the collateral agent substitution document as originally submitted on September 19, 2008 is also enclosed.

Please charge the total registration fee of \$590.00 to our credit card as per the enclosed credit card payment Form PTO-2038. Please charge any deficiency, or credit any overpayment, to deposit account no. 50-2651 in the name of Torys LLP (Customer No. 33,721).

In view of the enclosed corrected cover sheet, please kindly proceed to record the collateral agent substitution document to have the original date of filing of September 19, 2008. Any telephone inquiry regarding this submission can be directed to Jason Gilman at 416.865.7529.

Yours truly,



Jason L. Gilman

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JLG
Encl.

RECORDED: 10/30/2008

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