

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:		Corrective Assignment to correct the Assignee's name and address as well as the execution date of the assignment previously recorded on Reel 003608 Frame 0141. Assignor(s) hereby confirms the assignment of the entire interest.	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PECHINEY RHENALU		01/06/2005	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	NOVELIS PAE		
Street Address:	22, RUE ARISTIDE BERGES		
City:	VOREPPE		
State/Country:	FRANCE		
Postal Code:	38340		
Entity Type:	SOCIETE PAR ACTIONS SIMPLIFIEE: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1744280	ALPUR	
CORRESPONDENCE DATA			
Fax Number:	(860)286-0115		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	George A. Pelletier, Jr.		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	GER-1400-T-US		
DOMESTIC REPRESENTATIVE			
Name:	George A. Pelletier, Jr.		

CH \$40.00 1744280

900135754

**TRADEMARK
 REEL: 004000 FRAME: 0367**

Address Line 1: Cantor Colburn LLP
Address Line 2: 20 Church Street, 22nd Floor
Address Line 4: Hartford, CONNECTICUT 06103-3207

NAME OF SUBMITTER:	George A. Pelletier, Jr.
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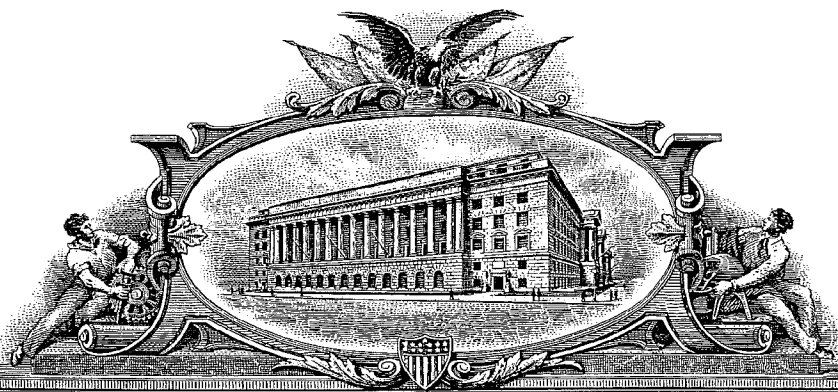
Signature:	/gapjr/
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Date:	06/05/2009
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Total Attachments: 20

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TS 7186438



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

June 01, 2009

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
AUGUST 24, 2007.

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

M. K. CARTER
Certifying Officer



TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
PECHINEY RHENALU		01/05/2005	CORPORATION: FRANCE

RECEIVING PARTY DATA

Name:	NOVELIS PAE CORPORATION
Street Address:	Centr' alp B.P. 24
City:	Voreppe
State/Country:	FRANCE
Postal Code:	F-38341
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	74262544	ALPUR
Registration Number:	1744280	ALPUR

CORRESPONDENCE DATA

Fax Number: (440)423-6663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4404236914
 Email: monica.bullitt-hathorn@novelis.com
 Correspondent Name: Monica Bullitt-Hathorn
 Address Line 1: 6060 Parkland Blvd.
 Address Line 2: Novelis Corporation / Legal Department
 Address Line 4: Mayfield Hts., OHIO 44124-4185

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

900085275

**TRADEMARK
 REEL: 003608 FRAME: 0141**

**TRADEMARK
 REEL: 004000 FRAME: 0370**

OP \$65.00 74262544

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Monica Bullitt-Hathorn
Signature:	/monica bullitt-hathorn/
Date:	08/24/2007

Total Attachments: 7

- source=Novelis PAE Corporation - Assignment#page1.tif
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- source=Novelis PAE Corporation - Assignment#page3.tif
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TRADEMARK
REEL: 003608 FRAME: 0142

TRADEMARK
REEL: 004000 FRAME: 0371

**AGREEMENT FOR
ASSIGNMENT OF TRADEMARKS**

THIS AGREEMENT is dated January 5, 2005 with effect as of Effective Date between:

PECHINEY RHENALU, a French company with offices located at 7 Place du Chancelier Adenauer, 75116 Paris, France ("Assignor")

AND

NOVELIS PAE CORPORATION, a French company ("Assignee")

- A. Assignor is the owner of the trademarks described on Exhibit A, attached hereto (the "Trademarks");
- B. Assignee is expected to become a Subsidiary of Novells Inc. pursuant to the terms of a Separation Agreement between Alcan Inc. and Novelis Inc. ("Separation Agreement").
- C. Assignor wishes to assign the Trademarks to Assignee and Assignee wishes to accept such assignment.

THEREFORE, the parties agree as follows:

1. Effective Date

This Agreement shall be effective as of the date on which the Assignee becomes a subsidiary of Novelis Inc.

2. Assignment

In consideration for the obligations undertaken by Assignee under the Agreements to which it is a party and which are referenced in the Separation Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and all goodwill associated with the Trademarks.

3. Assignments

Assignor shall execute and deliver to Assignee assignments in the form reasonably prescribed by Assignee or applicable law to effect assignments of the registrations of the Trademarks. Each of the parties shall execute such further documents and perform such further acts as may be reasonably required or desirable to carry out such assignments.

4. Miscellaneous

- a. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction of the Courts of competent jurisdiction in such province for all purposes in connection with this Agreement.
- b. INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement as of the day and year first above written.

PECHINEY RHENALU

By: 

Title: _____

DAVID ECAMGAUSLAND
EXECUTIVE VICE PRESIDENT,
CORPORATE DEVELOPMENT AND
CHIEF LEGAL OFFICER

NOVELIS PAE CORPORATION

By: 

Title: _____

BRIAN W. STURGELL
CHIEF EXECUTIVE OFFICER

TRADEMARK ASSIGNMENT TO NOVELIS PAE CORPORATION
FROM PECHINEY RHENALU

Case Number	Trademark	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
	ALPUR					
USA	Registered	74262544	3-Apr-1992	1744280	5-Jan-1993	5-Jan-2013
Canada	Registered	698332	6-Feb-1992	414440	9-Jul-1993	9-Jul-2008
France	Registered	84518261	3-May-1994	84518621	3-May-1994	2-May-2014
South Korea	Registered	44193	2-Nov-1994	549880	26-Jul-1996	26-Jul-2006
South Korea	Registered	44194	2-Nov-1994	330558	28-Dec-1995	28-Dec-2005
India	Registered	640121	14-Sep-1994	640121	15-Oct-2001	14-Sep-2008
India	Registered	640122	14-Sep-1994	640122	15-Oct-2001	14-Sep-2008
New Zealand	Registered	221245	9-Sep-1992	221245	9-Sep-1992	9-May-2015
New Zealand	Registered	221246	9-Sep-1992	221246	9-Sep-1992	9-May-2015
Taiwan	Registered	63058621	13-Sep-1994	700429	16-Dec-1995	16-Dec-2005
Taiwan	Registered	63058622	13-Sep-1994	686929	1-Aug-1995	1-Aug-2005
Venezuela	Registered	189182	7-Oct-1994	189182	7-Oct-1994	7-Oct-2014
Venezuela	Registered	1896-001731	8-May-1997	197397	9-May-1997	9-May-2007

**TRADEMARK ASSIGNMENT TO NOVELIS P&E CORPORATION
FROM PECHINEY RHENALU**

<i>Case Number:</i>	<i>Trademark:</i>	<i>JUMBO3CM</i>					
<i>Country</i>	<i>Sub-Case Status</i>	<i>App No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Renewal Due</i>	
USA	Registered	75852912	19-Nov-1999	2450097	18-Sep-2001	18-Sep-2007	
France	Registered	94524159	10-Jun-1994	94524159		5-Jun-2014	
United Kingdom	Registered	2024864	22-Jun-1995	2024864	13-Sep-1998	22-Jun-2005	
International Register	Registered		19-Jun-1995	637985		19-Jun-2015	
Japan	Registered	052807	22-Jun-1995	4044101	15-Aug-1997	15-Aug-2007	
Brazil	Registered	819364991	16-Aug-1996	819364991	14-Nov-2001	16-Aug-2006	
<i>Case Number:</i>	<i>Trademark:</i>	<i>3C & Device</i>					
<i>Country</i>	<i>Sub-Case Status</i>	<i>App No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Renewal Due</i>	
Canada	Registered	03507100	12-Mar-1970	TMA179317	5-Nov-1971	5-Nov-2016	
France	Registered	1553928	5-Oct-1969	1553928	5-Oct-1989	5-Oct-2009	
Norway	Registered	102668	6-Mar-1970	82170	21-Jul-1971	21-Jul-2011	
International Register	Registered	367286	17-Apr-1970	367286	17-Apr-1990	17-Apr-2010	
South Africa	Registered	701173	10-Mar-1980	701173	7-Sep-1971	10-Mar-2010	

**TRADEMARK ASSIGNMENT TO NOVELIS P&E CORPORATION
FROM PECHINEY RHENALU**

South Africa	Registered	701174	10-Mar-1980	701174	7-Sep-1971	10-Mar-2010
Australia	Registered	238314	23-Apr-1970	238314	10-Jan-1972	23-Apr-2005
Australia	Registered	238315	23-Apr-1970	238315	14-Oct-1971	
Brasil	Registered	927192	18-May-1970	6139493	10-Oct-1975	10-Oct-2005
Brasil	Registered	927192A	18-May-1970	6139507	10-Oct-1975	10-Oct-2005
Brasil	Registered	927193	18-May-1970	6139515	10-Oct-1975	10-Oct-2005
Brasil	Registered	927193A	18-May-1970	6139523	10-Oct-1976	10-Oct-2005
Brasil	Registered	927194	18-May-1970	609271946	13-Oct-1981	18-May-2010
Brasil	Registered	927195	18-May-1970	6139531	10-Oct-1975	10-Oct-2005
Brasil	Registered	927195A	18-May-1970	6139540	10-Oct-1975	10-Oct-2005
India	Registered	265399B	30-Jun-1970	265399B	11-May-1972	30-Jun-2005
India	Registered	265400B	30-Jun-1970	265400B	2-Aug-1972	30-Jun-2005
Pakistan	Registered	53234	20-Mar-1970	53234	23-Aug-1973	29-Mar-2007
Pakistan	Registered	53235	20-Mar-1970	53235	2-Dec-1972	29-Mar-2007
Great Britain	Registered	955930	21-Nov-1972	1002104	21-Nov-1972	21-Nov-2007

**TRADEMARK ASSIGNMENT TO NOVELIS PAE CORPORATION
FROM PECHINEY RHENALU**

Great Britain	Registered	959931	21-Nov-1972	1002105	21-Nov-1972	21-Nov-2007
Venezuela	Registered	5191	28-Jul-1970	67356	21-Jan-1972	21-Jan-2012
Venezuela	Registered	5195	28-Jul-1970	66677	15-Sep-1971	15-Sep-2011
Case Number: JUMBO'S-3C - JUMBO'S-3C & Device						
Country	SubCase Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
USA	Registered	73181220	7-Aug-1978	1135519	20-May-1980	20-May-2010
Canada	Registered	413363	31-Jan-1977	242550	11-Apr-1980	11-Apr-2010
France	Registered	826570	12-Dec-1986	1399803	12-Dec-1986	12-Dec-2006
Norway	Registered	19771956	15-Jul-1977	103961	10-Jan-1980	10-Jan-2010
Sweden	Registered	773270	16-Jul-1977	168460	13-Jul-1978	13-Jul-2008
United Kingdom	Registered	1081424	31-Jan-1977	1081424	14-May-1978	31-Jan-2008
Denmark	Registered	3142	1-Aug-1977	269778	11-Aug-1978	11-Aug-2008
Switzerland	Registered	309600	23-Jun-1980	F308800	23-Jun-1980	23-Jun-2010
South Africa	Registered	773170	22-Jul-1977	773170	9-Nov-1978	22-Jul-2007
International Register	Registered	431380	19-Jul-1977	431380	19-Jul-1977	19-Jul-2007

Thursday, January 6, 2005
(6c AG13PECHINEYRHEVALU05J06)

TRADEMARK
REEL: 003608 FRAME: 0148

TRADEMARK
REEL: 004000 FRAME: 0377

TRADEMARK ASSIGNMENT TO NOVELIS PAE CORPORATION
FROM PECHINEY RHENALU

Japan	Registered	3086081	15-Jan-1981	2609703	24-Dec-1983	24-Dec-2013
Saudi Arabia	Registered	32471	3-May-1977	6923	2-Apr-1978	3-May-2007
Australia	Registered	309477	21-Jul-1977	308477	17-Apr-1989	21-Jul-2008
India	Registered	327162	21-Jul-1977	327162	29-Jan-1988	21-Jul-2005
OAPI	Registered	67367	22-Jul-1977	17348	4-Apr-1978	22-Jul-2007
Turkey	Registered	68431	25-Jul-1977	101313	25-Jul-1977	25-Jul-2007

Case Number:	Trademark:	THINNER, WIDER, FASTER				
Country	Sub Case Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
France	Registered	013108022	26-Jun-2001	013108022	26-Jun-2001	26-Jun-2011

RECORDED: 08/24/2007

TRADEMARK
REEL: 003608 FRAME: 0149

TRADEMARK
REEL: 004000 FRAME: 0378

AGREEMENT FOR
ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT is dated January 5, 2005 with effect as of Effective Date between:

PECHINEY RHENALU, a French company with offices located at 7 Place du Chancelier Adenauer, 75116 Paris, France ("Assignor")

AND

NOVELIS PAE CORPORATION, a French company ("Assignee")

- GAP 3/30/04
- A. Assignor is the owner of the trademarks described on Exhibit A, attached hereto (the "Trademarks");
 - B. Assignee is expected to become a Subsidiary of Novellis Inc. pursuant to the terms of a Separation Agreement between Alcan Inc. and Novellis Inc. ("Separation Agreement").
 - C. Assignor wishes to assign the Trademarks to Assignee and Assignee wishes to accept such assignment.

THEREFORE, the parties agree as follows:

1. Effective Date

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2. Assignment

In consideration for the obligations undertaken by Assignee under the Agreements to which it is a party and which are referenced in the Separation Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and all goodwill associated with the Trademarks.

3. Assignments

Assignor shall execute and deliver to Assignee assignments in the form reasonably prescribed by Assignee or applicable law to effect assignments of the registrations of the Trademarks. Each of the parties shall execute such further documents and perform such further acts as may be reasonably required or desirable to carry out such assignments.

4. Miscellaneous

- a. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction of the Courts of competent jurisdiction in such province for all purposes in connection with this Agreement.
- b. INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement as of the day and year first above written.

PECHINEY RHENALU

By: 

Title: _____

DAVID KAMGAUSLAND
EXECUTIVE VICE PRESIDENT,
CORPORATE DEVELOPMENT AND
CHIEF LEGAL OFFICER

NOVELIS PAE CORPORATION

By: 

Title: _____

BRIAN W. STURGELL
CHIEF EXECUTIVE OFFICER

628 3/30/09

TRADEMARK ASSIGNMENT TO NOVELIS P&E CORPORATION
FROM PECHINEY RHENALU

Case Number	Trademark	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
	ALPUR					
USA	Registered	74262544	3-Apr-1992	1744280	5-Jan-1993	5-Jan-2013
Canada	Registered	698632	5-Feb-1992	414440	9-Jul-1993	9-Jul-2008
France	Registered	94518261	3-May-1994	94518621	3-May-1994	2-May-2014
South Korea	Registered	44193	3-Nov-1994	343990	26-Jul-1996	26-Jul-2006
South Korea	Registered	44194	3-Nov-1994	390558	28-Dec-1996	28-Dec-2005
India	Registered	640121	14-Sep-1994	640121	15-Oct-2001	14-Sep-2008
India	Registered	640122	14-Sep-1994	640122	15-Oct-2001	14-Sep-2008
New Zealand	Registered	221245	9-Sep-1992	221245	9-Sep-1992	3-May-2015
New Zealand	Registered	221246	9-Sep-1992	221246	9-Sep-1992	3-May-2015
Taiwan	Registered	83058621	13-Sep-1994	700429	16-Dec-1995	16-Dec-2005
Taiwan	Registered	83058622	13-Sep-1994	685329	1-Aug-1995	1-Aug-2005
Venezuela	Registered	169162	7-Oct-1994	169162	7-Oct-1994	7-Oct-2014
Venezuela	Registered	1696-001731	9-May-1997	197397	9-May-1997	9-May-2007

**TRADEMARK ASSIGNMENT TO NOVELIS P&E CORPORATION
FROM PECHINEY RHENALU**

Case Number:	Trademark:	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
	JUNEO3CM					
Country	Sub-Case Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
USA	Registered	75852912	19-Nov-1999	2490097	18-Sep-2001	16-Sep-2007
France	Registered	94524159	10-Jun-1994	94524159		9-Jun-2014
United Kingdom	Registered	2024864	22-Jun-1995	2024864	13-Sep-1998	22-Jun-2005
International Register	Registered		19-Jun-1995	637895		19-Jun-2015
Japan	Registered	062907	22-Jun-1995	4044101	15-Aug-1997	15-Aug-2007
Brazil	Registered	819384991	16-Aug-1996	819384991	14-Nov-2001	16-Aug-2006

Case Number:	Trademark:	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
	3C & DevCo					
Country	Sub-Case Status	App No. <td>Filing Date</td> <td>Reg No. <td>Reg Date</td> <td>Renewal Due</td> </td>	Filing Date	Reg No. <td>Reg Date</td> <td>Renewal Due</td>	Reg Date	Renewal Due
Canada	Registered	693057100	12-Mar-1970	TMA179317	5-Nov-1971	5-Nov-2016
France	Registered	1553928	5-Oct-1969	1553928	5-Oct-1989	5-Oct-2009
Norway	Registered	102868	6-Mar-1970	82170	21-Jul-1971	21-Jul-2011
International Register	Registered	367286	17-Apr-1970	367286	17-Apr-1990	17-Apr-2010
South Africa	Registered	701173	10-Mar-1960	701173	7-Sep-1971	10-Mar-2010

**TRADEMARK ASSIGNMENT TO NOVELIS PAE CORPORATION
FROM PECHINEY RHENALU**

South Africa	Registered	701174	10-Mar-1980	701174	7-Sept-1971	10-Mar-2010
Australia	Registered	238314	23-Apr-1970	238314	10-Jan-1972	23-Apr-2005
Australia	Registered	238315	23-Apr-1970	238315	14-Oct-1971	
Brasil	Registered	927192	18-May-1970	6139493	10-Oct-1975	10-Oct-2005
Brasil	Registered	927192A	18-May-1970	6139507	10-Oct-1975	10-Oct-2005
Brasil	Registered	927193	18-May-1970	6139515	10-Oct-1975	10-Oct-2005
Brasil	Registered	927193A	18-May-1970	6139523	10-Oct-1976	10-Oct-2005
Brasil	Registered	927194	18-May-1970	609271946	13-Oct-1981	18-May-2010
Brasil	Registered	927195	18-May-1970	6139531	10-Oct-1975	10-Oct-2005
Brasil	Registered	927195A	18-May-1970	6139540	10-Oct-1975	10-Oct-2005
India	Registered	265399B	30-Jun-1970	265399B	11-May-1972	30-Jun-2005
India	Registered	265400B	30-Jun-1970	265400B	2-Aug-1972	30-Jun-2005
Pakistan	Registered	53234	20-Mar-1970	53234	23-Aug-1973	20-Mar-2007
Pakistan	Registered	53235	20-Mar-1970	53235	2-Dec-1972	20-Mar-2007
Great Britain	Registered	959930	21-Nov-1972	1002104	21-Nov-1972	21-Nov-2007

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Thursday, January 6, 2005
(td AG13PECHINEYRHENALU05J05)

**TRADEMARK ASSIGNMENT TO NOVELIS PAE CORPORATION
 FROM PECHINEY RHENALU**

Japan	Registered	3696681	19-Jan-1981	2609703	24-Dec-1983	24-Dec-2013
Saudi Arabia	Registered	324/1	3-May-1977	89/3	2-Apr-1978	3-May-2007
Australia	Registered	309477	21-Jul-1977	309477	17-Apr-1988	21-Jul-2008
India	Registered	327162	21-Jul-1977	327162	29-Jan-1988	21-Jul-2005
OAPI	Registered	67367	22-Jul-1977	17349	4-Apr-1978	22-Jul-2007
Turkey	Registered	68431	25-Jul-1977	101313	25-Jul-1977	25-Jul-2007

<i>Case Number:</i>	<i>Trademark:</i>	THINNER, WIDER, FASTER				
<i>Country</i>	<i>Sub-Case Status</i>	<i>App No.</i>	<i>Filing Date</i>	<i>Reg No.</i>	<i>Reg Date</i>	<i>Renewal Due</i>
France	Registered	013108022	26-Jun-2001	013108022	26-Jun-2001	26-Jun-2011

**TRADEMARK ASSIGNMENT TO NOVELIS P&E CORPORATION
FROM PECHINEY RHENALU**

Country	Sub-Case Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
Great Britain	Registered	959931	21-Nov-1972	1002105	21-Nov-1972	21-Nov-2007
Venezuela	Registered	5191	28-Jul-1970	67356	21-Jan-1972	21-Jan-2012
Venezuela	Registered	5195	28-Jul-1970	68677	15-Sep-1971	15-Sep-2011
Case Number: JUMBO'S-3C - JUMBO'S-3C & Device						
USA	Registered	73181220	7-Aug-1978	1135519	20-May-1980	20-May-2010
Canada	Registered	413363	31-Jan-1977	242550	11-Apr-1980	11-Apr-2010
France	Registered	828570	12-Dec-1986	1389803	12-Dec-1986	12-Dec-2006
Norway	Registered	18771956	15-Jul-1977	103961	10-Jan-1980	10-Jan-2010
Sweden	Registered	773270	18-Jul-1977	168460	13-Jul-1978	13-Jul-2003
United Kingdom	Registered	1081424	31-Jan-1977	1081424	14-May-1979	31-Jan-2008
Denmark	Registered	3142	1-Aug-1977	268778	11-Aug-1978	11-Aug-2008
Switzerland	Registered	808806	23-Jun-1980	F308600	23-Jun-1986	25-Jun-2010
South Africa	Registered	7719170	23-Jul-1977	7719170	9-Nov-1979	22-Jul-2007
International Register	Registered	431380	19-Jul-1977	431380	19-Jul-1977	19-Jul-2007

CONTRAT DE CESSION DE MARQUES

ENTRE LES SOUSSIGNES :

PECHINEY RHENALU

Société anonyme,
immatriculée au RCS sous le No. 672014081
dont le siège est sis :
7 place du Chancelier Adenauer
75116 PARIS

Ci après: le Cédant

et

NOVELIS PAE

Société par actions simplifiée
immatriculée au RCS sous le No. 421528555
dont le siège est sis : 22, rue Aristide Berges
38340 VOREPPE

Ci-après: le Cessionnaire

PREAMBULE :

PECHINEY RHENALU est propriétaire des
marques énumérées et identifiées à l'Annexe 1.

Par l'effet d'un apport partiel d'actifs signé le 6 janvier 2005 entre les parties, les marques listées en annexe ont fait l'objet d'un transfert de propriété au profit de NOVELIS PAE.
L'objet des présentes est de confirmer cette cession.

IL A ETE CONVENU CE QUI SUIT :

ARTICLE 1 :

Le Cedant cède par les présentes au Cessionnaire qui accepte, la propriété pleine et entière des marques identifiées à l'Annexe 1.

La présente cession est consentie et acceptée sans autre garantie que celle de l'existence matérielle des demandes d'enregistrement ou des enregistrements de marques et celles visées à l'article 2 ci-après.

TRADEMARK ASSIGNMENT DEED

BETWEEN THE UNDERSIGNED :

PECHINEY RHENALU

a company organized under the laws of France,
Incorporated under No. 672 014 081
of : 7 place du Chancelier Adenauer
75116 PARIS

Hereinafter called: the Assignor

And

NOVELIS PAE

A company organized under the laws of France,
Incorporated under No. 421 528 555
of : 22, rue Aristide Berges
38340 VOREPPE

hereinafter called: the Assignee

WHEREAS :

PECHINEY RHENALU is the owner of the trademarks listed and identified in Annex 1.

Pursuant to an Assets Purchase Agreement executed between the parties on January 6, 2005, it is hereby confirmed that the trademarks listed in Annex 1 have been transferred to NOVELIS PAE.

THE FOLLOWING HAS BEEN AGREED UPON :

ARTICLE 1 :

The Assignor hereby assigns to the Assignee, who accepts, the full and entire property of the trademarks applications and/or registrations identified in Annex 1.

The present assignment is granted and accepted with no further guarantees than the material existence of the trademarks and those stipulated in Article 2 hereinafter.

ARTICLE 2 :

Le Cédant déclare expressément que ces marques n'ont fait l'objet d'aucune cession ou licence d'exploitation, ni d'un quelconque gage ou nantissement.

ARTICLE 3 :

La présente cession est consentie et acceptée selon la contrepartie prévue dans l'acte d'apport partiel d'actif signé le 6 janvier 2005.

ARTICLE 4 :

En conséquence de la dite cession, le Cessionnaire est subrogé dans tous les droits du Cédant sur la marque, de sorte qu'à compter de la signature du présent acte il en aura la propriété et la jouissance entières et pourra en disposer ou les exploiter à son aise, les maintenir en vigueur ou les abandonner.

La présente cession emporte le droit pour le Cessionnaire d'agir à l'égard de tous actes de contrefaçon antérieurs ou postérieurs à ladite cession.

ARTICLE 5 :

Les frais afférents aux formalités administratives d'inscription de la présente cession dans les Registres des Marques concernés sont à la charge du Cessionnaire.

ARTICLE 6 :

Tous pouvoirs sont donnés au porteur d'un original du présent acte pour faire inscrire ladite cession et remplir toutes formalités qu'il appartiendra.

Fait en trois (3) exemplaires originaux,

le 6 janvier 2005

PECHINEY RHENALU
Bernard LE GEMBLE



ARTICLE 2 :

The Assignor expressly declares that said trademarks do not form the object of any assignment or license, and have not been pawned or pledged.

ARTICLE 3 :

The present assignment is granted and accepted for the consideration provided for in the Assets Purchase Agreement executed on January 6, 2005.

ARTICLE 4 :

Pursuant to the present assignment, the Assignee is subrogated to all of the Assignor's rights in the trademark, so that, from the signature of the present deed, it will enjoy full ownership and possession thereof and will be able to use it as it sees fit, maintain it in force or allow it to lapse.

The present assignment implies the right for the Assignee to take action against any infringing act, having occurred before or after the present assignment.

ARTICLE 5 :

Charges related to the administrative steps taken to register the present assignment in the relevant Trademark Registers will be borne by the Assignee.

ARTICLE 6 :

All powers are granted to the holder of an original copy of the present deed in order to have said assignment registered and comply with all necessary administrative steps.

Done in three (3) original copies,

On January 6, 2005

NOVELIS PAE



ANNEXE / ANNEX 1

MARQUE / Mark	CLASSES	PAYS/ country	NO. DEPOT / Filing No.	DATE DEPOT / Filing Date	NUMERO ENREG. / Reg. No.	DATE ENREG./Reg.Date
JUMBO 3C M	06,07,11,40.	France	94 524 159	10/06/1994	94 524 159	10/06/1994
JUMBO 3C M	07.	International	637 995	19/06/1995	637 995	19/06/1995
JUMBO 3C M	07.	Brésil	819 364 991	16/08/1996	819 364 991	08/06/1999
JUMBO 3CM	06,07,11,40.	Etats Unis d'Amérique	75/852,912	19/11/1999	2 490 097	18/09/2001
JUMBO 3C M	07.	Royaume-Uni	2 024 864	22/06/1995	2 024 864	13/02/1998
JUMBO 3C M	07.	Japon	62807/15	22/06/1995	4 044 101	15/08/1997
ALPLA	06,21.	France	00 3 046 640	11/08/2000	00 3 046 640	11/08/2000
ALPLA	06,21.	International	753 236	09/02/2001	753 236	09/02/2001
ALPLA	21.	Grèce	148 552	19/02/2003		
ALPLA	06,21.	International	464 250	19/10/1981	R 464 250	19/10/2001
ALPUR	06,07,11,40.	France	94 518 621	03/05/1994	94 518 621	03/05/1994
ALPUR		Canada	698 332	06/02/1992	414 440	09/07/1993
ALPUR	07,11.	Etats Unis d'Amérique	74 262 544	03/04/1992	1 744 280	05/01/1993
ALPUR	07.	Taiwan	83058622	13/09/1994	685 927	01/08/1995
ALPUR	11.	Taiwan	83058621	13/09/1994	700 429	16/12/1995
ALPUR	38.	Corée du Sud	44 194 1994	03/11/1994	330 558	28/12/1995
ALPUR	28.	Corée du Sud	44 193 1994	03/11/1994	343 890	26/07/1996
ALPUR	07.	Inde	640 121	14/09/1994	640 121	14/09/1994
ALPUR	11.	Inde	640 122	14/09/1994	640 122	14/09/1994
ALPUR	07.	Nouvelle-Zélande	221 245	09/09/1992	221 245	09/09/1992
ALPUR	11.	Nouvelle-Zélande	221 246	09/09/1992	221 246	09/09/1992
ALPUR	07.	Thaïlande	345 643	07/10/1997	84 215	07/10/1998
ALPUR	11.	Thaïlande	345 644	07/10/1997	88 798	02/04/1999
ALPUR	07.	Vénézuéla	3812 92	07/10/1994	169 162 F	07/10/1994
ALPUR	11.	Vénézuéla	1731 1996	09/05/1997	197 397 P	09/05/1997
Al Pur/D	11,40.	France	566 371	11/07/1980	1 620 417	11/07/1990
Al Pur/D	11,40.	International	462 325	16/06/1981	R 462 325	16/06/2001
Al Pur/F	11,40.	France	566 372	11/07/1980	1 620 418	11/07/1990
Al Pur/T	11,40.	France	566 373	11/07/1980	1 620 419	11/07/1990
ALPURT	11.	Royaume-Uni	1 156 291	23/06/1981	1 156 291	14/12/1983
3C	06.	Australie	238 314	23/04/1970	238 314	23/04/1970
3C	07.	Australie	238 315	23/04/1970	238 315	23/04/1970
3C	06.	Inde	265 399	30/06/1970	265 399	30/06/1970
3C	07.	Inde	265 400	30/06/1970	265 400	30/06/1970