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TO: ELAINE D. ZIFF COMPANY: SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

Document ID No.: 900181659

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ABL Trademark Security Agreement (French Grantor)	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Novelis PAE S.A.S.			12/17/2010
			Societe par actions simplifiee: FRANCE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S. LaSalle, Suite 927, IL4-135-09-27		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: / United States		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1744280	ALPUR	
Registration Number:	2490097	JUMBO 3CM	
Registration Number:	1135510	JUMBO'S-3C	
CORRESPONDENCE DATA			
Fax Number:	(917)777-2858		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 735-2858		
Email:	Faith.Robinson@skadden.com		
Correspondent Name:	Elaine D. Ziff		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10038		
ATTORNEY DOCKET NUMBER:		401180/188	
NAME OF SUBMITTER:		Elaine D. Ziff	

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TO: ELAINE D. ZIFF COMPANY: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Signature:	/e/ziff/
Date:	01/19/2011
<b>Total Attachments: 7</b> source=ABL Trademark Security Agreement (French Grantor) - Novellis PAE SAS to Bank of America, NA#page1.tif source=ABL Trademark Security Agreement (French Grantor) - Novellis PAE SAS to Bank of America, NA#page2.tif source=ABL Trademark Security Agreement (French Grantor) - Novellis PAE SAS to Bank of America, NA#page3.tif source=ABL Trademark Security Agreement (French Grantor) - Novellis PAE SAS to Bank of America, NA#page4.tif source=ABL Trademark Security Agreement (French Grantor) - Novellis PAE SAS to Bank of America, NA#page5.tif source=ABL Trademark Security Agreement (French Grantor) - Novellis PAE SAS to Bank of America, NA#page6.tif source=ABL Trademark Security Agreement (French Grantor) - Novellis PAE SAS to Bank of America, NA#page7.tif	

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RECEIVING PARTY DATA			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 S. LaSalle, Suite 927, IL4-135-09-27		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association:		
PROPERTY NUMBERS Total: 3			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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<b>Address Line 2:</b>	Four Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	401180/168		
NAME OF SUBMITTER:	Elaine D. Ziff		

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TO:ELAINE D. ZIFF COMPANY:SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Signature:	/eziff/
Date:	01/19/2011
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TO:ELAINE D. ZIFF COMPANY:SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

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TRADEMARK SECURITY AGREEMENT  
(French Grantor)

TRADEMARK SECURITY AGREEMENT (French Grantor), dated as of December 17, 2010 ("Trademark Security Agreement"), by NOVELIS PAB S.A.S., a French *société par actions simplifiée* having its registered office at 725 rue Aristide Bergès, 38340 Voreppe, France, registered with the Grenoble Trade and Companies Register under number 421 528 555 (the "Assignor"), in favor of BANK OF AMERICA, N.A., a National Banking Association located at 135 S. LaSalle, Suite 927, IL-135-09-27, Chicago, IL 60603, in its capacity as French Collateral Agent pursuant to the Revolving Credit Agreement (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and Assignee are parties to a Charge Over Business (*Acte de Nantissement de Fonds de Commerce*), of even date herewith (the "French Security Agreement") pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the French Security Agreement or Revolving Credit Agreement, as applicable. For purposes of this Trademark Security Agreement, the following terms shall be defined as indicated:

"Proceeds" shall have the meaning assigned to it in the UCC (defined below);

"Trademarks" shall mean, collectively, all trademarks (including service marks and certification marks), slogans, logos, certification marks, trade dress, Internet Domain Names, corporate names and trade names, whether registered or unregistered (whether statutory or common law and whether established or registered in Canada, the United States or any other country or any political subdivision thereof), together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) rights corresponding thereto throughout the world and (vii) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Assignee's Security Interest in any item or portion of the Pledged Trademark Collateral (as defined in Section 2, below) is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

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**SECTION 2. Grant of Security Interest in Pledged Trademark Collateral.** As security for the payment, discharge and performance by the Assignor of the Secured Obligations, the Assignor hereby creates in [The French Collateral Agent] and the Beneficiaries a Security Interest over the Charged Business, including all of the right, title and interest of such Assignor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral");

(a) all Trademarks of such Assignor, including, without limitation, the registered and applied-for Trademarks of such Assignor listed on Schedule I attached hereto; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the Security Interest created by this Trademark Security Agreement shall not extend to any United States trademark or service mark application filed on the basis of a Assignor's intent-to-use such mark, in each case, unless and until evidence of the use of such trademark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office.

**SECTION 3. Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with Security Interest granted to the Assignee pursuant to the French Security Agreement and Assignors hereby acknowledge and affirm that the rights and remedies of the Assignees with respect to the Security Interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the French Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the French Security Agreement, the provisions of the French Security Agreement shall control unless it provides otherwise or the Assignee shall otherwise determine.

**SECTION 4. Recordation.** Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**SECTION 5. Termination.** When the Security Period ends, this Trademark Security Agreement shall terminate.

**SECTION 6. Counterparts.** This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile, e-mail or other electronic transmission (including in pdf format or other similar format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

**SECTION 7. Governing Law.** This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

**SECTION 8. INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY

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INTEREST GRANTED TO ASSIGNEE FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY ASSIGNEE HEREUNDER ARE SUBJECT TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 17, 2010 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG NOVELIS INC., NOVELIS CORPORATION, NOVELIS CAST HOUSE TECHNOLOGY LTD., 4260848 CANADA INC., 4260856 CANADA INC., NOVELIS NO. 1 LIMITED PARTNERSHIP, NOVELIS CORPORATION, NOVELIS PAE CORPORATION, NOVELIS NORTH AMERICA HOLDINGS INC., NOVELIS ACQUISITIONS LLC, NOVELIS BRAND LLC, NOVELIS SOUTH AMERICA HOLDINGS LLC, ALUMINUM UPSTREAM HOLDINGS LLC, NOVELIS EUROPE HOLDINGS LIMITED, NOVELIS UK LTD., NOVELIS SERVICES LIMITED, NOVELIS DEUTSCHLAND GMBH, NOVELIS AG, NOVELIS SWITZERLAND SA, NOVELIS TECHNOLOGY AG, NOVELIS ALUMINUM HOLDING COMPANY, NOVELIS DO BRASIL LTDA., NOVELIS LUXEMBOURG S.A., NOVELIS PAE S.A.S., NOVELIS MADIRA UNIPessoal, LDA, AV METALS INC. ("HOLDINGS"), THE OTHER SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE REVOLVING CREDIT CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR THE TERM LOAN LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE TERM LOAN SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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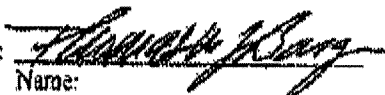
TO: ELAINE D. ZIFF COMPANY: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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IN WITNESS WHEREOF, the Assignor has caused this TRADEMARK SECURITY AGREEMENT (French Grantor) to be executed and delivered by its duly authorized officer as of the date first above written.

NOVELIS PAE S.A.S.

as Assignor

By:   
Name:  
Title:

Signature Page to ABL Trademark Security Agreement (French Grantor)



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ACKNOWLEDGEMENT OF GRANTOR

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

On this 17 day of DECEMBER, 2010 before me personally appeared THOMAS W. LA BALLE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NOVELIS PAE S.A.S., who being by me duly sworn did depose and say that he is an authorized officer of said NOVELIS PAE S.A.S. that the said instrument was signed on behalf of said NOVELIS PAE S.A.S. as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said NOVELIS PAE S.A.S.

Constance L. Seebach  
Notary Public

My Commission Expires: Feb. 22, 2014

CONSTANCE L. SEEBACH  
Notary Public, State of New York  
No. 01960037492  
Qualified in New York County  
My Commission Expires Feb. 22, 2014

Trademark Security Agreement (French Grantor)

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TO: ELAINE D. ZIFF COMPANY: SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral AgentBy: 

Name: Peter M. Walther

Title: Senior Vice President

Signature Page to ABL Trademark Security Agreement (French Grantor)

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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT (French Grantor)**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
NOVELIS PAE SAS	1744280	ALPUR
NOVELIS PAE SAS	2490097	JUMBO 3CM
NOVELIS PAE SAS	1135519	JUMBO'S-3C

**Trademark Applications:**

NONE