

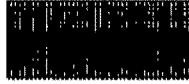
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2/4/2011 7:51:53 AM PAGE 4/015 Fax Server

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

Document ID No.: 900182035

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement (Novelis Inc. and U.S. Grantors)																																							
<b>CONVEYING PARTY DATA</b>																																								
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Novelis Inc.</td> <td></td> <td>12/17/2010</td> <td>CORPORATION: CANADA</td> </tr> <tr> <td>Novelis Corporation</td> <td></td> <td>12/17/2010</td> <td>CORPORATION: TEXAS</td> </tr> <tr> <td>Novella Brand LLC</td> <td></td> <td>12/17/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Novelis Inc.		12/17/2010	CORPORATION: CANADA	Novelis Corporation		12/17/2010	CORPORATION: TEXAS	Novella Brand LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE																								
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<b>RECEIVING PARTY DATA</b>																																								
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: / <i>United States</i>																																							
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TO:ELAINE D. ZIFF COMPANY:SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP

Registration Number:	3119944	NOVELIS
Registration Number:	3120057	NOVELIS
Serial Number:	85114293	TUXEDO

## CORRESPONDENCE DATA

Fax Number: (917)777-2856

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 735-2658

Email: Faith.Robinson@skadden.com

Correspondent Name: Elaine D. Ziff

Address Line 1: Skadden, Arps, Slate, Meagher &amp; Flom LLP

Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/168
NAME OF SUBMITTER:	Elaine D. Ziff
Signature:	/eziff/
Date:	01/21/2011

## Total Attachments: 10

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<b>TRADEMARK ASSIGNMENT</b>
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Trademark Security Agreement (Novelis Inc. and U.S. Grantors)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Novelis Inc.		12/17/2010	CORPORATION: CANADA
Novelis Corporation		12/17/2010	CORPORATION: TEXAS
Novelis Brand LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 S. LaSalle, Suite 827, 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:		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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Registration Number:	1120934	TRISTRIFE	
Registration Number:	0979759	ROYALE	
Registration Number:	1405479	PHILADELPHIA STYLE	
Registration Number:	3457730	NOVELIS KING CAN	
Registration Number:	3716865	NOVELIS FUSION	

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

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Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 401180/188

NAME OF SUBMITTER: Elaine D. Ziff

Signature: /eziff/

Date: 01/21/2011

## Total Attachments: 10

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

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TRADEMARK SECURITY AGREEMENT  
(Novelis Inc. and U.S. Grantors)

TRADEMARK SECURITY AGREEMENT (Novelis Inc. and U.S. Grantors), dated as of December 17, 2010 ("Trademark Security Agreement"), by NOVELIS INC., a corporation formed under the Canada Business Corporations Act, having its business address at 3560 Lenox Road, Suite 2000, Atlanta, GA 30326, NOVELIS CORPORATION, a corporation formed under the laws of Texas, located at 3560 Lenox Road, Suite 1800, Atlanta, GA 30326, and NOVELIS BRAND LLC, a Delaware limited liability company, located at 191 Evans Avenue, Toronto, Ontario, M8Z 1J5, Canada (each individually, an "Assignor"), and, collectively, the "Assignors"), in favor of BANK OF AMERICA, N.A., a National Banking Association located at 135 S. LaSalle, Suite 927, IL4-135-09-27, Chicago, IL 60603, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of December 17, 2010 among the Borrowers, AV Metals Inc., the subsidiary Guarantors, the Lenders, the Administrative Agent, the Collateral Agent, Bank of America, N.A., as issuing bank and U.S. swingline lender, and The Royal Bank of Scotland PLC, as European swingline lender (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignors and Assignee are parties to a Security Agreement, of even date herewith (the "U.S. ABL Security Agreement") in favor of the Assignee pursuant to which the Assignors are 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, each 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 U.S. ABL Security Agreement or Credit Agreement, as applicable. For purposes of this Trademark Security Agreement, the term "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.

SECTION 2. Grant of Security Interest in Pledged Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties, a lien on and security interest in 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");

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

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(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 Excluded Property. Provided, however, that Excluded Property shall not include any Proceeds, substitutions or replacements of any Excluded Property.

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

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

**SECTION 5. Termination.** When all of the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loans under the Credit Agreement or to issue any Letter of Credit shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement, 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 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.

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

ABT.

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 PAB 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 MADEIRA 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, each Assignor has caused this TRADEMARK SECURITY AGREEMENT (Novelis Inc. and U.S. Grantors) to be executed and delivered by its duly authorized officer as of the date first above written.


NOVELIS INC.

as Assignor

By:   
Name: LESLIE J. PARRETTE, JR.  
Title: SVP & GENERAL COUNSEL

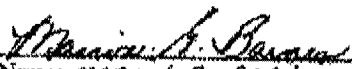
NOVELIS CORPORATION

as Assignor

By:   
Name: LESLIE J. PARRETTE, JR.  
Title: VICE PRESIDENT

NOVELIS BRAND LLC

as Assignor

By:   
Name: MARION S. BARNES  
Title: PRESIDENT & SECRETARY

Signature Page to ABL Trademark Security Agreement (Novelis Inc. and U.S. Grantors)



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

ABL

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York  
COUNTY OF New York ss.

On this 15<sup>th</sup> day of December, 2010, before me personally appeared Leslie J. Parrette, Jr. proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NOVELIS INC., who being by me duly sworn did depose and say that he is an authorized officer of said NOVELIS INC., that the said instrument was signed on behalf of said NOVELIS INC. as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said NOVELIS INC.

Lynn Kotula  
Notary Public

LYNN KOTULA  
NOTARY PUBLIC, State of New York  
No. 01K04927508  
Qualified in New York County  
Commission Expires April 11, 2014

My Commission Expires: April 11, 2014

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2/4/2011 7:51:53 AM PAGE 11/015 Fax Server

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

ABL

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York  
COUNTY OF New York ss.

On this 5<sup>th</sup> day of December, 2010 before me personally appeared Leslie J Parrette, Jr. proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NOVELIS CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said NOVELIS CORPORATION, that the said instrument was signed on behalf of said NOVELIS CORPORATION as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said NOVELIS CORPORATION.

Lynn Kotula  
Notary Public

LYNN KOTULA  
NOTARY PUBLIC, State of New York  
No. 01504827809  
Qualified in New York County  
Commission Expires April 11, 2014

My Commission Expires: April 11, 2014

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2/4/2011 7:51:53 AM PAGE 12/015 Fax Server

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

ABL

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York  
COUNTY OF New York ss.

On this 15<sup>th</sup> day of December, 2010 before me personally appeared Marion G. Barings proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NOVELIS BRAND LLC, who being by me duly sworn did depose and say that he is an authorized officer of said NOVELIS BRAND LLC, that the said instrument was signed on behalf of said NOVELIS BRAND LLC as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said NOVELIS BRAND LLC.

Lynn Kotula  
Notary Public

LYNN KOTULA  
NOTARY PUBLIC, State of New York  
No. 01KCM087608  
Qualified in New York County  
Commission Expires April 11, 2014 (4)

My Commission Expires: April 11, 2014

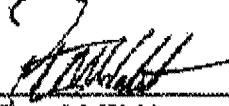
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TO: ELAINE D. ZIFF COMPANY: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

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

Signature Page to ABL Trademark Security Agreement (Novelis Inc. and U.S. Grantors)

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

A&amp;L

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT (Novelis Inc. and U.S. Grantors)**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
NOVELIS INC.	1577805	PARTYWARE
NOVELIS INC.	2182602	BBQ BUDDY
NOVELIS INC.	2859339	FLEXCAST
NOVELIS INC.	2859340	FLEXCASTER
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NOVELIS CORPORATION	0979759	ROYALE
NOVELIS CORPORATION	1405479	PHILADELPHIA STYLE
NOVELIS BRAND LLC	3457730	NOVELIS KING CAN
NOVELIS BRAND LLC	3716665	NOVELIS FUSION & DESIGN
NOVELIS BRAND LLC	3119944	NOVELIS
NOVELIS BRAND LLC	3120057	NOVELIS & DEVICE

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

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**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
NOVELIS BRAND LLC	85/114293	TUXEDO and design