

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Norandal USA, Inc.		01/09/2012	CORPORATION: DELAWARE
	Noranda Alumina LLC		01/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
	Noranda Aluminum, Inc.		01/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Merrill Lynch Capital Corporation			
Street Address:	101 S. Tryon Street			
City:	Charlotte			
State/Country:	NORTH CAROLINA			
Postal Code:	28255			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	3810848	NORANDA	
	Serial Number:	77857385	N	
CORRESPONDENCE DATA				
Fax Number:	(212)859-4000			
Phone:	212-859-8000			
Email:	teas@friedfrank.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Henry Lebowitz			
Address Line 1:	One New York Plaza			
Address Line 4:	New York, NEW YORK 10004			
ATTORNEY DOCKET NUMBER:	32633-4			
		<b>TRADEMARK</b>		

NAME OF SUBMITTER:	Henry Lebowitz
Signature:	/HCL/
Date:	01/11/2012
<b>Total Attachments: 8</b> source=Trademark and Patent Security Agreement (2012)#page1.tif source=Trademark and Patent Security Agreement (2012)#page2.tif source=Trademark and Patent Security Agreement (2012)#page3.tif source=Trademark and Patent Security Agreement (2012)#page4.tif source=Trademark and Patent Security Agreement (2012)#page5.tif source=Trademark and Patent Security Agreement (2012)#page6.tif source=Trademark and Patent Security Agreement (2012)#page7.tif source=Trademark and Patent Security Agreement (2012)#page8.tif	

**TRADEMARK AND PATENT SECURITY AGREEMENT**

Trademark and Patent Security Agreement (this "Agreement") dated as of January 9, 2012 by and between NORANDAL USA, INC., a Delaware corporation ("Norandal"), having its chief executive office at 801 Crescent Drive, Suite 600, Franklin, TN 37067, NORANDA ALUMINA LLC, a Delaware limited liability company ("Alumina") having its chief executive office at 1111 Airline Hwy 61 Gramercy, LA 70052-3370, NORANDA ALUMINUM, INC., a Delaware corporation ("Noranda", and together with Norandal and Alumina, the "Grantors") having its chief executive office in P.O. 70 / 391 St. Jude Industrial Park, New Madrid, MO 63869 and MERRILL LYNCH CAPITAL CORPORATION, as Collateral Agent (the "Collateral Agent"), with offices at Mail Code: NC1-002-15-39, Bank of America Plaza, 101 S. Tryon Street, Charlotte, NC 28255-0001, for the ratable benefit of the Secured Parties under the terms of that certain Guarantee and Collateral Agreement dated as of January 9, 2012 among NORANDA ALUMINUM HOLDING CORPORATION, a Delaware corporation ("Holdings"), NORANDA ALUMINUM ACQUISITION CORPORATION, a Delaware corporation, the Secured Swap Parties party thereto, certain of Holdings' Subsidiaries party thereto (including Grantors) and the Collateral Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement").

This Agreement is executed pursuant to the terms of the Collateral Agreement. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Collateral Agent a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application of the Grantors, including, without limitation, each Patent and Patent application described on Schedule A;
- (ii) each Patent License of the Grantors, including, without limitation, each Patent License described on Schedule A;
- (iii) each United States Trademark, Trademark registration and Trademark application of the Grantors, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark registration and Trademark application referred to in Schedule B hereto;
- (iv) each Trademark License of the Grantors, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of and symbolized by, each trademark therein;
- (v) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement of any Patent, or

past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or under any patent or trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark or Trademark License.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference (including, without limitation, Section 8.06 of the Collateral Agreement). In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 9<sup>th</sup> day of January, 2012.

NORANDA ALUMINUM, INC., as Grantor

By: Robert B. Mahoney  
Name: Robert B. Mahoney  
Title: Chief Financial Officer and VP Finance

ACKNOWLEDGMENT

STATE OF Tennessee  
COUNTY OF Davidson

I, Melissa G. Laxson, a Notary Public for said County and State, do hereby certify that Robert B. Mahoney personally appeared before me this day and stated that (s)he is CFO & VP Finance of Noranda Aluminum, Inc., and acknowledged, on behalf of Noranda Aluminum, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 9<sup>th</sup> day of January, 2012.

Melissa G. Laxson  
Notary Public

My commission expires: Nov. 7, 2012

[Signature Pages Continue]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 9<sup>th</sup> day of January, 2012.

NORANDAL USA, INC., as Grantor

By: Robert B. Mahoney  
Name: Robert B. Mahoney  
Title: Chief Financial Officer and Secretary

ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Davidson

I, Melissa G. Laxson, a Notary Public for said County and State, do hereby certify that Robert B. Mahoney personally appeared before me this day and stated that (s)he is CFO & Secretary of Norandal USA, Inc., and acknowledged, on behalf of Norandal USA, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 9<sup>th</sup> day of January, 2012.

Melissa G. Laxson  
Notary Public

My commission expires:

Nov. 7, 2012

[Signature Pages Continue]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 9<sup>th</sup> day of January, 2012.

NORANDA ALUMINA LLC, as Grantor

By: Robert B. Mahoney  
Name: Robert B. Mahoney  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Tennessee  
COUNTY OF Davidson

I, Melissa G. Laxson, a Notary Public for said County and State, do hereby certify that Robert B. Mahoney personally appeared before me this day and stated that (s)he is Chief Financial Officer of Noranda Alumina LLC, and acknowledged, on behalf of Noranda Alumina LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 9<sup>th</sup> day of January, 2012.

Melissa G. Laxson  
Notary Public

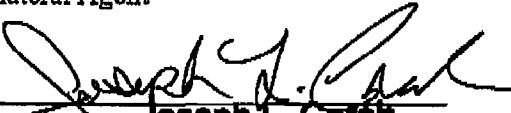
My commission expires: Nov. 7, 2012

[Signature Pages Continue]



Agreed and Accepted as of the 9<sup>th</sup> day of  
January, 2012.

MERRILL LYNCH CAPITAL CORPORATION,  
as Collateral Agent

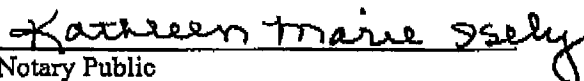
By:   
Name: Joseph L. Corah  
Title: Director

ACKNOWLEDGMENT

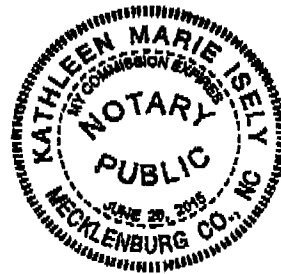
STATE OF North Carolina  
COUNTY OF Mecklenburg

I,  
Kathleen Marie Isely, a Notary Public for said County and State, do hereby  
certify that Joseph L. Corah personally appeared before me this day and stated that (s)he  
is Director, officer of Merrill Lynch Capital Corporation, and acknowledged, on behalf of  
Merrill Lynch Capital Corporation, the due execution of the foregoing instrument.

Witness my hand and official seal, this 9<sup>th</sup> day of January, 2012.

  
Notary Public

My commission expires: 6/29/15





Schedule A to the Trademark and Patent Security Agreement

**Patents and Patent Applications**

<b>Owner</b>	<b>Patent No.</b>	<b>Issue Date</b>
Norandal USA, Inc.	5,265,332	November 30, 1993
Norandal USA, Inc.	5,598,633	February 4, 1997
Norandal USA, Inc.	5,823,923	June 28, 1996
Noranda Alumina LLC	5,499,873	March 19, 1996
Noranda Alumina LLC	5,622,561	April 22, 1997
Noranda Alumina LLC	5,637,349	June 10, 1997
Noranda Alumina LLC	5,931,772	August 3, 1999

**Patent Licenses**

None

Schedule B to the Trademark and Patent Security Agreement

**Trademark Registrations and Applications**

<b>Owner</b>	<b>Trademark</b>	<b>Serial/Registration No.</b>
Noranda Aluminum, Inc.	NORANDA	3,810,848
Noranda Aluminum, Inc.	Stylized "N"	77,857,385

**Trademark Licenses**

None