

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.		12/27/2011	CORPORATION: DELAWARE
Noranda Alumina LLC	FORMERLY Gramercy Alumina LLC	12/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
Noranda Aluminum, Inc.		12/27/2011	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		
<p style="text-align: center;">TRADEMARK REEL: 004696 FRAME: 0513</p>			

NAME OF SUBMITTER:	Henry Lebowitz
Signature:	/HCL/
Date:	01/11/2012
Total Attachments: 8 source=Patent and Trademark Security Agreement (2007 Supplement)#page1.tif source=Patent and Trademark Security Agreement (2007 Supplement)#page2.tif source=Patent and Trademark Security Agreement (2007 Supplement)#page3.tif source=Patent and Trademark Security Agreement (2007 Supplement)#page4.tif source=Patent and Trademark Security Agreement (2007 Supplement)#page5.tif source=Patent and Trademark Security Agreement (2007 Supplement)#page6.tif source=Patent and Trademark Security Agreement (2007 Supplement)#page7.tif source=Patent and Trademark Security Agreement (2007 Supplement)#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark 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 (formerly GRAMERCY 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 Administrative Agent (the "Administrative 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 Credit Agreement, dated as of May 18, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between the Grantor, Holdings, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Guarantee and Collateral Agreement dated as of May 18, 2007 by and among Grantors, Holdings, certain of Holdings' Subsidiaries party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, 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 Administrative 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 Administrative 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 7.08 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 27th day of December, 2011.

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 27th day of December, 2011.

Melissa G. Laxson
Notary Public

My commission expires: November 7, 2012

[Signature Pages Continue]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 27th day of December, 2011.

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 27th day of December, 2011.

Melissa G. Laxson
Notary Public

My commission expires:


November 7, 2012

[Signature Pages Continue]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 27th day of December, 2011.

NORANDA ALUMINA LLC, as Grantor


By: 
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 27th day of December, 2011.


Notary Public

My commission expires: November 7, 2012

[Signature Pages Continue]



Agreed and Accepted as of the 9th day of
January, 2012.

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By: Joseph L. Corah
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 9th day of January, 2012.

Kathleen Marie Isely
Notary Public

My commission expires: 6/29/15



Schedule A to the Patent and Trademark Security Agreement

Patents and Patent Applications

Owner	Patent No.	Issue Date
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 Patent and Trademark Security Agreement

Trademark Registrations and Applications

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

Trademark Licenses

None