

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		08/13/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NOVELIS CORPORATION		
Street Address:	3560 Lenox Road		
Internal Address:	Suite 1800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1120934	TRISTRIFE	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	416.865.8178		
Email:	sdang@torys.com		
Correspondent Name:	Torys LLP c/o Sumeet Dang		
Address Line 1:	79 Wellington Street West		
Address Line 2:	Suite 3000, Box 270		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	34204-2008		
NAME OF SUBMITTER:	Sumeet Dang		

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Signature:	/Sumeet Dang/
Date:	08/22/2012
Total Attachments: 4 source=2012-08-13-ABL Security Release Agreement#page1.tif source=2012-08-13-ABL Security Release Agreement#page2.tif source=2012-08-13-ABL Security Release Agreement#page3.tif source=2012-08-13-ABL Security Release Agreement#page4.tif	

.S. TRADEMARK SECURITY RELEASE AGREEMENT

U.S. TRADEMARK SECURITY RELEASE AGREEMENT, dated August 13, 2012 ("Trademark Security Release"), by Bank of America, N.A., a National Association located at 135 S. LaSalle, Suite 927, Chicago, IL 60603, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of December 17, 2010 among, inter alia, NOVELIS CORPORATION, a corporation formed under the laws of Texas, located at 3560 Lenox Road, Suite 1800, Atlanta, GA 30326 (the "Assignee"), the Borrowers, the Lenders, the Administrative Agent and the Collateral Agent (in such capacity, the "Assignor")

W I T N E S S E T H:

WHEREAS, the Assignor and Assignee are parties to a Security Agreement dated as of December 17, 2010 (the "U.S. ABL Security Agreement") in favor of the Assignor, pursuant to which Assignee executed and delivered that certain Trademark Security Agreement, dated as of December 17, 2010 (the "Trademark Security Agreement") in order to record the interest of Assignor in the IP Collateral (as defined in the Trademark Security Agreement) in the United States Patent and Trademark Office (the "PTO");

WHEREAS, the Trademark Security Agreement was recorded with the Trademarks Division of the PTO on January 21, 2011 at Reel 4458/Frame 262;

WHEREAS, it has come to the attention of Assignor and Assignee that Assignee is not the owner of certain Trademarks identified in the Trademark Security Agreement, as set out in Schedule 1 attached hereto; and

WHEREAS, Assignor now desires to release any and all liens on and security interest in and to the Trademarks as identified in this Trademark Security Release that Assignor may hold.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor 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 Trademark Security Agreement, U.S. ABL Security Agreement or Credit Agreement, as applicable. For the purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, with respect to the trademark registration(s) set out in Schedule 1 attached hereto, 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. Release of Security Interest in the Trademark. Assignor hereby terminates and releases in any and all of its lien on and security interest in all of the right, title and interest in, to and under the Trademarks set forth on Schedule 1 attached hereto. For the avoidance of doubt, the Assignor and Assignee acknowledge that, other than as set forth herein, the provisions of the U.S. ABL Security Agreement and the Trademark Security Agreement continue in full force and effect and the Assignor continues to maintain its lien on and security interest in all Collateral, including Pledged Trademark Collateral, other than the Trademarks on Schedule 1.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Release.

SECTION 4. Counterparts. This Trademark Security Release, 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 Release by facsimile, email or other electronic transmission (including in pdf format or other similar format) shall be effective as delivery of a manually executed counterpart.

SECTION 5. Governing Law. This Trademark Security Release 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.

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

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

By: 

Name: Peter M. Walther

Title: Senior Vice President

SCHEDULE 1
to
U.S. TRADEMARK SECURITY RELEASE AGREEMENT

Trademark Registrations:

Country	Registration Number	Trademark
United States of America	1120934	TRISTRIFE