

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Trademark Security Agreement (Novelis, Inc. and U.S. Grantors)			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Novelis, Inc.		05/13/2013	CORPORATION: CANADA
	Novelis Corporation		05/13/2013	CORPORATION: TEXAS
	Novels Brand LLC		05/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Bank of America, N.A.			
Street Address:	1455 Market Street			
City:	San Francisco			
State/Country:	CALIFORNIA			
Postal Code:	94103			
Entity Type:	National Banking Association: UNITED STATES			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	4076301	TUXEDO	
	Serial Number:	85745353	ADVANZ	
	Serial Number:	85700253	EVERCAN	
	Serial Number:	85715327	NOT JUST ALUMINUM, NOVELIS ALUMINUM	
	Serial Number:	85723349	NOT JUST ALUMINUM, NOVELIS ALUMINUM	
CORRESPONDENCE DATA				
Fax Number:	9177777373			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000			
Email:	andrew.patrick@skadden.com			
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP			
Address Line 1:	Four Times Square			

CH \$140.00 4076301

Address Line 2: Attn: Elaine Ziff, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	597600/39
NAME OF SUBMITTER:	Elaine Ziff
Signature:	/eziff/
Date:	05/22/2013

Total Attachments: 8

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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 May 13, 2013 ("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 1455 Market Street, San Francisco, CA 94103, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of December 17, 2010 among, inter alia, the Borrower, Holdings, the subsidiary Guarantors, the Lenders, the Administrative Agent and the Collateral Agent (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignors and Assignee are parties to a Security Agreement, of even date herewith (the "U.S. Term Loan 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. Term Loan 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"):

(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. Term Loan 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. Term Loan Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the U.S. Term Loan Security Agreement, the provisions of the U.S. Term Loan Security Agreement shall control unless it otherwise provides 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 shall have expired or been sooner terminated 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 THE ASSIGNEE, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. 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.

TERM LOAN

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: Authorized Signatory

NOVELIS CORPORATION
as Assignor

By: 

Name: Leslie J. Parrette, Jr.

Title: Authorized Signatory

NOVELIS BRAND LLC
as Assignor

By: 

Name: Leslie J. Parrette, Jr.

Title: Authorized Signatory

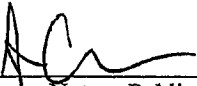
TRADEMARK SECURITY AGREEMENT
(Novelis Inc. and U.S. Grantors)

TRADEMARK
REEL: 005033 FRAME: 0290

ACKNOWLEDGEMENT OF GRANTOR

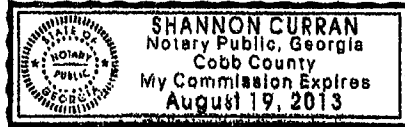
STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this _____ day of May, 2013 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..



Notary Public

My Commission Expires: August 19, 2013



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

ACKNOWLEDGEMENT OF GRANTOR

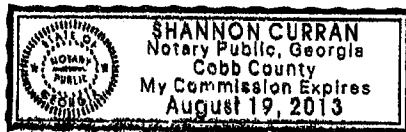
STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this _____ day of May, 2013, 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.



Notary Public

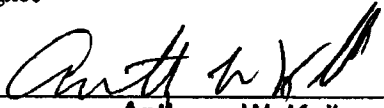
My Commission Expires: August 19, 2013



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

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Assignee

By: 
Name: **Anthony W. Kell**
Title: **Vice President**

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

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Owner</u>
ADVANZ	(85/745,353)	(Oct. 4, 2012)	Novelis Brand LLC
EVERCAN (and design)	(85/700,253)	(Aug. 10, 2012)	Novelis Brand LLC
NOT JUST ALUMINUM, NOVELIS ALUMINUM	(85/715,327)	(Aug 28, 2012)	Novelis Brand LLC
NOT JUST ALUMINUM, NOVELIS ALUMINUM	(85/723,349)	(Sept. 7, 2012)	Novelis Brand LLC
TUXEDO (and design)	4,076,301	Dec. 27, 2011	Novelis Inc.