

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novelis, Inc.		05/13/2013	CORPORATION: CANADA
Novelis Corporation		05/13/2013	CORPORATION: TEXAS
Novelis Brand LLC		05/13/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	110 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2182802	BBQ BUDDY
Registration Number:	3119944	NOVELIS
Registration Number:	3120057	NOVELIS
Registration Number:	3716665	NOVELIS FUSION
Registration Number:	3457730	NOVELIS KING CAN
Registration Number:	1577805	PARTYWARE
Registration Number:	1405479	PHILADELPHIA STYLE
Registration Number:	979759	ROYALE
Registration Number:	4076301	TUXEDO
Serial Number:	85745353	ADVANZ
Serial Number:	85700253	EVERCAN

CH \$340.00 2182802

Serial Number:	85715327	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Serial Number:	85723349	NOT JUST ALUMINUM, NOVELIS ALUMINUM

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
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: 10
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, 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 (individually, an "Assignor", and, collectively, the "Assignors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a National Banking Association located at 1100 Abernathy Road, Suite 1600, Atlanta, GA 30328, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignors are party to a Security Agreement of even date herewith (the "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 Security Agreement. 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 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 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.

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 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 Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless 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 the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement 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. Upon termination of this Trademark Security Agreement the Pledged Trademark Collateral shall be released from the lien and security interest granted pursuant to this Trademark Security Agreement and upon the request and at the sole cost and expense of the Assignors, the Assignee shall execute, acknowledge, and deliver to the Assignors an instrument in writing in recordable form releasing the Pledged Trademark Collateral from the Lien of this Trademark Security Agreement.

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

ABL


THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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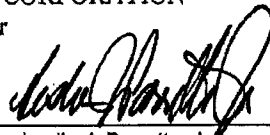
ABL

IN WITNESS WHEREOF, each Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

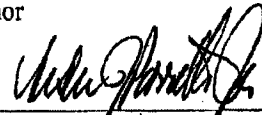
NOVELIS INC.
as Assignor

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

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

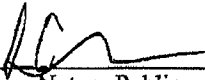
TRADEMARK
REEL: 005033 FRAME: 0387

ABL

ACKNOWLEDGEMENT OF GRANTOR

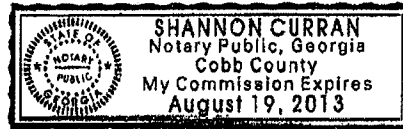
STATE OF Georgia)
))
COUNTY OF Fulton)) ss.

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

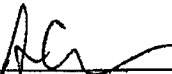
My Commission Expires: August 19, 2013



ACKNOWLEDGEMENT OF GRANTOR

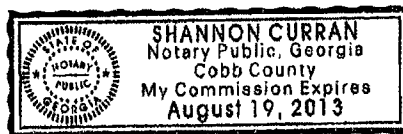
STATE OF Georgia)
)
COUNTY OF Fulton) ss.

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



ACKNOWLEDGEMENT OF GRANTOR

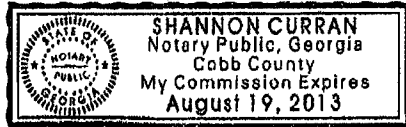
STATE OF Georgia)
) ss.
COUNTY OF Fulton)

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 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.



Notary Public

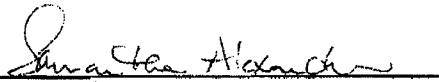
My Commission Expires: August 19, 2013



ABL

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignee

By: 
Name: Samantha Alexander
Title: Director

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005033 FRAME: 0391

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>
ADVANZ	(85/745,353)	(Oct. 4, 2012)	Novelis Brand LLC
BBQ BUDDY	2,182,802	Aug. 18, 1998	Novelis Inc.
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
NOVELIS	3,119,944		Novelis Brand LLC
NOVELIS (and design)	3,120,057	July 25, 2006	Novelis Brand LLC
NOVELIS FUSION (and design)	3,716,665	Nov. 24, 2009	Novelis Brand LLC
NOVELIS KING CAN	3,457,730	July 1, 2008	Novelis Brand LLC
PARTYWARE	1,577,805	Jan. 16, 1990	Novelis Inc.

<u>Mark</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Owner</u>
PHILADELPHIA STYLE	1,405,479	Aug. 19, 1986	Novelis Corporation
ROYALE	979,759	March 5, 1974	Novelis Corporation
TUXEDO (and design)	4,076,301	Dec. 27, 2011	Novelis Inc.