

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343756

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novelis Services Ltd.		06/02/2015	COMPANY:
Novelis Corporation		06/02/2015	CORPORATION:
Novelis Inc.		06/02/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main St.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3119944	NOVELIS
Registration Number:	3716665	NOVELIS FUSION
Registration Number:	2182802	BBQ BUDDY
Registration Number:	1577805	PARTYWARE
Registration Number:	1405479	PHILADELPHIA STYLE
Registration Number:	0979759	ROYALE
Serial Number:	86386305	NOVELIS AQ
Serial Number:	86112522	EVERCAR
Serial Number:	86557951	EVERCYCLE
Serial Number:	85745353	ADVANZ
Serial Number:	85723349	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Serial Number:	85715327	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Registration Number:	4076301	TUXEDO
Serial Number:	85700253	EVERCAN

CORRESPONDENCE DATA

Fax Number: 2127352000

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2127353000
Email: sara.mooney@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Rebecca Rodal
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	105910/16
--------------------------------	-----------

NAME OF SUBMITTER:	Rebecca Rodal
---------------------------	---------------

SIGNATURE:	/rebecca rodal/
-------------------	-----------------

DATE SIGNED:	06/05/2015
---------------------	------------

Total Attachments: 6

source=Trademark Security Agreement Reaffirmation#page1.tif

source=Trademark Security Agreement Reaffirmation#page2.tif

source=Trademark Security Agreement Reaffirmation#page3.tif

source=Trademark Security Agreement Reaffirmation#page4.tif

source=Trademark Security Agreement Reaffirmation#page5.tif

source=Trademark Security Agreement Reaffirmation#page6.tif

TRADEMARK SECURITY AGREEMENT
(Reaffirmation Grant)

This TRADEMARK SECURITY AGREEMENT (Reaffirmation Grant), dated as of June 2, 2015 (as amended, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), among NOVELIS INC., a corporation amalgamated under the Canada Business Corporations Act, located at Two Alliance Center, 3560 Lenox Road, Suite 2000, Atlanta, GA 30326, NOVELIS SERVICES LTD., a private company limited by shares organized under the laws of England and Wales, located at Latchford Lock Works, Thelwall Lane, Warrington, Cheshire, United Kingdom, WA4 1NN, and NOVELIS CORPORATION, a corporation formed under the laws of Texas, located at Two Alliance Center, 3560 Lenox Road, Suite 1800, Atlanta, Georgia 30326 (each individually, an "Assignor", and, collectively, the "Assignors"), is in favor of BANK OF AMERICA, N.A., a National Banking Association located at 901 Main St, Dallas, TX 75202, in its capacity as Collateral Agent (in such capacity and together with any successors in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignors and the Assignee are parties to that certain (a) Credit Agreement dated as of December 17, 2010 (the "Security Date") among, *inter alia*, the Assignors, the Assignee, the lenders named therein and the other parties from time to time party thereto (as amended by that certain Refinancing Amendment Agreement, dated as of the date hereof) (the "Credit Agreement") and (b) Security Agreement dated as of the Security Date (the "U.S. Term Loan Security Agreement") in favor of the Assignee;

WHEREAS, the Assignors and the Assignee have entered into that certain Reaffirmation Agreement, dated as of the date hereof (the "Reaffirmation Agreement"), pursuant to which the Assignors confirmed their respective guarantees, assignments, pledges and grants of security interests, as applicable, under the U.S. Term Loan Security Agreement, and agreed that such guarantees, assignments, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Assignee for the benefit of the Secured Parties; and

WHEREAS, in connection with the Reaffirmation Agreement, each Assignor desires to reaffirm the security interest in certain intellectual property collateral granted pursuant to the U.S. Term Loan Security Agreement, as further described herein.

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, 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 due and/or payable thereunder and with respect thereto as of the Security Date or

thereafter, 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. Reaffirmation. The Assignors hereby confirm their respective guarantees, assignments, pledges and grants of security interests, as applicable, under the U.S. Term Loan Security Agreement, and agree that such guarantees, assignments, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Assignee for the benefit of the Secured Parties.

SECTION 3. Grant of Security Interest in Pledged Trademark Collateral. In furtherance of the reaffirmations set forth in the Reaffirmation Agreement and Section 2 hereof, to secure payment and performance of 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 existing as of the Security Date or thereafter 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 4. 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 Reaffirmation Agreement, which reaffirms each Assignor's guarantees, assignments, pledges and grants of security interests under 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 Reaffirmation Agreement and U.S. Term Loan Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Reaffirmation Agreement, the provisions of the Reaffirmation Agreement shall control unless it provides otherwise or the Assignee shall otherwise determine.

SECTION 5. Recordation. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 6. 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 7. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security

Agreement shall become effective when the Assignee shall have received counterparts of this Trademark Security Agreement that, when taken together, bear the signatures of the Assignors and the Assignee. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

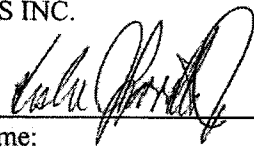
SECTION 8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

SECTION 9. 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, THE REAFFIRMATION AGREEMENT AND THE U.S. TERM LOAN SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE AND THE OTHER SECURED PARTIES HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. ANY REFERENCE IN THIS TRADEMARK SECURITY AGREEMENT TO A "FIRST PRIORITY SECURITY INTEREST" OR WORDS OF SIMILAR EFFECT IN DESCRIBING THE SECURITY INTERESTS CREATED HEREUNDER SHALL BE UNDERSTOOD TO REFER TO SUCH PRIORITY SUBJECT TO THE CLAIMS OF THE PARI PASSU SECURED PARTIES ON THE PARI PASSU PRIORITY COLLATERAL (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AS PROVIDED IN 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.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each Assignor has caused this TRADEMARK SECURITY AGREEMENT (Reaffirmation Grant) to be executed and delivered by its duly authorized officer as of the date first above written.

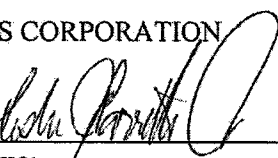
NOVELIS INC.

By: 
Name:
Title:

NOVELIS SERVICES LTD.

By: 
Name:
Title:

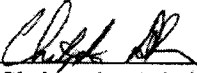
NOVELIS CORPORATION

By: 
Name:
Title:

TERM LOAN

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Assignee

By: 
Name: Christopher DiBiase
Title: Director

[Signature Page to the Trademark Security Agreement (Reaffirmation Grant)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT (Reaffirmation Grant)
U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Novelis Services Ltd.	3119944	NOVELIS
Novelis Services Ltd.	3716665	NOVELIS FUSION and Design
Novelis Inc.	2182802	BBQ BUDDY
Novelis Inc.	1577805	PARTYWARE
Novelis Inc.	4076301	TUXEDO and Design
Novelis Corporation	1405479	PHILADELPHIA STYLE
Novelis Corporation	979759	ROYALE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Novelis Services Ltd.	86386305	NOVELIS AQ
Novelis Services Ltd.	86112522	EVERCAR and Design
Novelis Services Ltd.	86557951	EVERCYCLE and Design
Novelis Inc.	85745353	ADVANZ
Novelis Inc.	85723349	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Novelis Inc.	85715327	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Novelis Inc.	85700253	EVERCAN and Design