

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novelis Inc.		06/10/2015	CORPORATION: CANADA
Novelis Services Ltd.		06/10/2015	COMPANY: UNITED KINGDOM
Novelis Corporation		06/10/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
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:	4076301	TUXEDO	
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:	85715327	NOT JUST ALUMINUM, NOVELIS ALUMINUM	
Serial Number:	85723349	NOT JUST ALUMINUM, NOVELIS ALUMINUM	
Serial Number:	85700253	EVERCAN	
CORRESPONDENCE DATA			
Fax Number:	2127352000		

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TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent 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
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NAME OF SUBMITTER:	Rebecca Rodal
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SIGNATURE:	/rebecca rodal/
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DATE SIGNED:	06/12/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(U.S. Grantors)

TRADEMARK SECURITY AGREEMENT (U.S. Grantors), dated as of June 10, 2015 ("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"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation located at 1585 Broadway, 4th Floor, New York, New York 10036, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignors and Assignee are party to that certain (a) Credit Agreement of even date herewith, among the Assignors, the Assignee, the lenders named therein and the other parties from time to time party thereto (the "Credit Agreement") and (b) 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 or the 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 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 Pledged Trademark Collateral 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 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. 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 and security interest granted pursuant to 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.

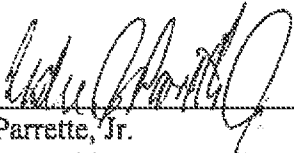
SECTION 8. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ASSIGNEE FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE HEREUNDER ARE SUBJECT TO THAT CERTAIN

INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 17, 2010 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG NOVELIS INC., AV METALS INC. ("HOLDINGS"), THE OTHER SUBSIDIARIES OF HOLDINGS OR NOVELIS INC. FROM TIME TO TIME PARTY THERETO, WELLS FARGO, NATIONAL ASSOCIATION., AS ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF MAY 13, 2013), WELLS FARGO NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR THE REVOLVING CREDIT CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF MAY 13, 2013), BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR THE TERM LOAN LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE TERM LOAN SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), MORGAN STANLEY SENIOR FUNDING, INC., AS SUBORDINATED LIEN COLLATERAL AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF THE DATE HEREOF) AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. 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.

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


NOVELIS INC.

By: 
Name: Leslie J. Parrette, Jr.
Title: Senior Vice President, General Counsel,
Compliance Officer and Corporate Secretary

NOVELIS SERVICES LTD.

By: 
Name: Leslie J. Parrette, Jr.
Title: Authorized Signatory

NOVELIS CORPORATION

By: 
Name: Leslie J. Parrette, Jr.
Title: Authorized Signatory

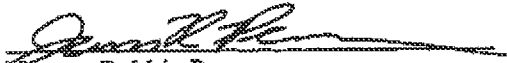
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[Signature Page to the Trademark Security Agreement (U.S. Grantors)]

TRADEMARK
REEL: 005551 FRAME: 0579

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Assignee

By: 
Name: Robbie Pearson
Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement (U.S. Grantors)]

TRADEMARK
REEL: 005551 FRAME: 0580

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