

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Novelis Services Limited		09/27/2013	COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	1455 Market St.		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	National Association: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3119944	NOVELIS	
<b>Registration Number:</b>	3716665	NOVELIS FUSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<i>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.</i>			
<b>Phone:</b>	2127353000		
<b>Email:</b>	sara.mooney@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Rebecca Rodal		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	105910/16		
<b>NAME OF SUBMITTER:</b>	Rebecca Rodal		
<b>SIGNATURE:</b>	/rebecca rodal/		
<b>DATE SIGNED:</b>	06/15/2015		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2013 (“Trademark Security Agreement”), by NOVELIS SERVICES LIMITED, a company duly incorporated with limited liability under the laws of England and Wales, with its registered office at Latchford Lock Works, Thelwell Lane, Warrington, Cheshire, WA4 1NN (the “Assignor”), 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 (in such capacity, the “Assignee”) 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 (the “Credit Agreement”).

WITNESSETH:

WHEREAS, the Assignor and Assignee are among the parties to that certain Security Agreement dated as of December 17, 2010 (the “U.S. Term Loan Security Agreement”) in favor of the Assignee pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Assignor has, since the execution of the U.S. Term Loan Security Agreement, acquired certain intellectual property, including the intellectual property set forth on Schedule I attached hereto, and desires to enter into and record this Trademark Security Agreement to evidence its lien on and security interest in such intellectual property.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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, the 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 the 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 the Assignor, including, without limitation, the registered and applied-for Trademarks of the 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 the 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 the Assignor hereby acknowledges and affirms 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. The Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Recordation of Assignments. Assignor covenants that it will submit assignment agreements evidencing its title to the intellectual property set forth on Schedule I attached hereto, to be accompanied by the appropriate cover sheets and recording fees, to the United States Patent and Trademark Office (the "PTO") for recording against each Trademark on Schedule I no later than fifteen (15) days after the date hereof. The PTO's acknowledgement of the receipt of the submissions and the Notices of Recordation shall be promptly delivered to the Assignee, as and when received by the Assignor.

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 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 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 ASSIGNEE FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY 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., NOVELIS CORPORATION, NOVELIS CAST HOUSE TECHNOLOGY LTD., 4260848 CANADA INC., 4260856 CANADA INC., NOVELIS NO. 1 LIMITED PARTNERSHIP, NOVELIS CORPORATION, NOVELIS PAE CORPORATION, NOVELIS NORTH AMERICA HOLDINGS INC., NOVELIS ACQUISITIONS LLC, NOVELIS BRAND LLC, NOVELIS SOUTH AMERICA HOLDINGS LLC, ALUMINUM UPSTREAM HOLDINGS LLC, NOVELIS EUROPE HOLDINGS LIMITED, NOVELIS UK LTD., NOVELIS SERVICES LIMITED, NOVELIS DEUTSCHLAND GMBH, NOVELIS AG, NOVELIS SWITZERLAND SA, NOVELIS TECHNOLOGY AG, NOVELIS ALUMINUM HOLDING COMPANY, NOVELIS DO BRASIL LTDA., NOVELIS LUXEMBOURG S.A., NOVELIS PAE S.A.S., NOVELIS MADEIRA UNIPESSOAL, LDA, AV METALS INC. ("HOLDINGS"), THE OTHER SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), BANK OF AMERICA, N.A., AS COLLATERAL AGENT FOR THE REVOLVING CREDIT CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), 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), 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.

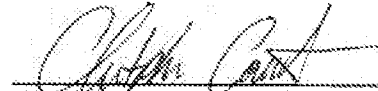
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IN WITNESS WHEREOF, the Assignor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

NOVELIS SERVICES LIMITED  
as Assignor

By:



Name: CHRISTOPHER COURTS

Title: ATTORNEY

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Assignee

By:

\_\_\_\_\_  
Name:

Title:

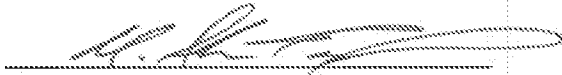
IN WITNESS WHEREOF, the Assignor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

NOVELIS SERVICES LIMITED  
as Assignor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Assignee

By:   
Name: **Alan Tapley**  
Title: **Assistant Vice President**





**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Mark	App. No. Filing Date	Reg. No. Reg. Date
NOVELIS	78651851 Jun 16, 2005	3119944 Jul 25, 2006
NOVELIS FUSION (and design) <i>Novelis Fusion</i>	77600261 Oct 24, 2008	3716665 Nov 24, 2009
NOVELIS KING CAN	77321160 Nov 5, 2007	3457730 Jul 1, 2008