

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		01/13/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	NOVELIS INC.
Street Address:	Two Alliance Center, 3560 Lenox Road
Internal Address:	Suite 2000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Corporation: CANADA
Name:	NOVELIS SERVICES LTD.
Street Address:	Latchford Lock Works, Thelwall Lane
City:	Warrington, Cheshire
State/Country:	UNITED KINGDOM
Postal Code:	WA4 1NN
Entity Type:	Private Limited Company: ENGLAND
Name:	NOVELIS CORPORATION
Street Address:	Two Alliance Center, 3560 Lenox Road
Internal Address:	Suite 1800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Corporation: 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:	4076301	TUXEDO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1405479	PHILADELPHIA STYLE
Registration Number:	979759	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
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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	083610/20
NAME OF SUBMITTER:	Rebecca Rodal
SIGNATURE:	/rebecca rodal/
DATE SIGNED:	01/17/2017

Total Attachments: 4

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

TRADEMARK SECURITY RELEASE AGREEMENT (Novelis Inc. and U.S. Grantors), dated as of January 13, 2017 (this "Release"), by 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, the "Assignor") in favor of 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 (as assignee of Novelis Brand LLC), 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 "Assignee," and collectively, the "Assignees").

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignees are, among others, parties to (a) that certain Security Agreement dated as of December 17, 2010 in favor of the Assignor and (b) that certain Reaffirmation Agreement, dated as of June 2, 2015 in favor of the Assignor (the "Reaffirmation Agreement"), pursuant to which one or more Assignees executed and delivered (i) that certain Trademark Security Agreement (Novelis Inc. and U.S. Grantors) dated as of December 17, 2010 (the "Trademark Security Agreement"), (ii) that certain Trademark Security Agreement (Novelis Inc. and U.S. Grantors) dated as of May 13, 2013 (the "First Supplemental Trademark Security Agreement"), (iii) that certain Trademark Security Agreement dated as of September 27, 2013 (the "Second Supplemental Trademark Security Agreement") and (iv) that certain Trademark Security Agreement (Reaffirmation Grant) dated as of June 2, 2015 (the "Reaffirmation Grant") in order to record the lien and security interest of the Assignor in the Trademark Collateral (as defined below) in the United States Patent and Trademark Office (the "PTO") (collectively, the "Security Documents");

WHEREAS, pursuant to the Security Documents, to secure payment and performance of the Secured Obligations, each Assignee pledged and granted (and, pursuant to the Reaffirmation Agreement and Reaffirmation Grant, reaffirmed) to the Assignor for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Assignee in, to and under the following property, wherever located, and whether then existing or thereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) 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 then and thereafter 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 (collectively, "Trademarks") of such Assignee, including, without limitation, the registered and applied-for Trademarks of such Assignee listed on Schedule I attached thereto; 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 Assignee from time to time with respect to any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the PTO on January 21, 2011 at Reel 4458/Frame 0640, the First Supplemental Trademark Security Agreement was recorded with the PTO on May 22, 2013 at Reel 5033/0286, the Second Supplemental Trademark Security Agreement was recorded with the PTO on June 15, 2015 at Reel 5552/Frame 0736 and the Reaffirmation Grant was recorded with the PTO on June 5, 2015 at Reel 5547/Frame 0151; and

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 hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Security Documents, as applicable.

SECTION 2. Release of Security Interest in Trademark Collateral. The Assignor, without recourse, representation or warranty of any kind or nature, and at the Assignees' sole cost and expense, hereby terminates, cancels and releases its lien on and security interest in all of the right, title and interest of each Assignee in, to and under the Trademark Collateral, including the Trademarks listed on Schedule I hereto, and any and all right, title and interest of the Assignor in the Trademark Collateral shall hereby terminate, cease and become void.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignees, or the Assignees' authorized representative, to record this Release with the PTO.

SECTION 4. Governing Law. This Release 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.

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

BANK OF AMERICA, N.A.,
as Assignor

By: Maura Washington
Name: _____
Title: **Maurice Washington**
Vice President

SCHEDULE I
to
TRADEMARK SECURITY RELEASE 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