

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514498

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noranda Aluminum, Inc.		03/14/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Day Aluminum LLC		
<b>Street Address:</b>	1111 E Airline Highway		
<b>City:</b>	Gramercy		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70052		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3810848	NORANDA	
<b>Registration Number:</b>	4210393	N	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024576315		
<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>	202-457-6030		
<b>Email:</b>	deborah.lodge@squirepb.com, ipdocketing@squirepb.com, karen.agee@squirepb.com		
<b>Correspondent Name:</b>	Deborah M. Lodge Squire Patton Boggs		
<b>Address Line 1:</b>	2550 M Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	119494.00001		
<b>NAME OF SUBMITTER:</b>	Deborah M. Lodge		
<b>SIGNATURE:</b>	/Deborah M. Lodge/		
<b>DATE SIGNED:</b>	03/15/2019		
<b>Total Attachments: 4</b>			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective as of March 14, 2019 ("Effective Date") by and between:

Noranda Aluminum, Inc., with an address of 801 Crescent Centre Drive, Suite 600, Franklin, Tennessee 37067, United States of America ("Assignor");

and

New Day Aluminum LLC, a Delaware Limited Liability Company with an address of 1111 E Airline Highway, Gramercy, Louisiana 70052, United States of America ("Assignee" and, together with Assignor, the "Parties")

WHEREAS, Assignee acquired certain assets from Noranda Alumina LLC and Noranda Bauxite Limited (the "Sellers") pursuant to an Amended and Restated Purchase Agreement, dated as of October 19, 2016 (the "Acquired Assets");

WHEREAS, Assignor is an affiliate of the Sellers and the owner of certain trademarks and services marks set forth in Schedule A hereto (the "Marks") that were previously used by the Sellers in connection with the Acquired Assets;

WHEREAS, Assignee has continued to use the Marks in connection with the Acquired Assets, and Assignor acknowledges and agrees that such use by Assignee has been permitted and has been in accordance with the quality and standards of use of Assignor; and

WHEREAS, Assignor and the Sellers are in the process of winding down and liquidating their remaining assets (the "Wind Down") and Assignor desires to assign and transfer all of Assignor's right, title and interest in and to the Marks to Assignee, subject to the terms and conditions set forth therein.

NOW THEREFORE, for U.S. \$1.00, the agreements, promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby irrevocably assigns and transfers to Assignee in perpetuity all right, title, and interest in and to the Marks, including all common law rights and registrations in and for said Marks, together with the goodwill symbolized by such Marks and including all iterations and formats of said Marks.
2. Assignee hereby grants Assignor a non-exclusive, non-transferable, sublicensable, royalty-free, fully paid-up, perpetual, worldwide right and license (i) to use the Marks for any and all purposes in connection with the Wind Down, including, without limitation, as part of the corporate names of Assignor and the Sellers, and (ii) to the extent previously licensed, to continue to sublicense existing purchasers of other assets of Assignor or the Sellers the right to continue to use the Marks solely in accordance with the terms of the applicable agreements entered into by Assignor or the Sellers with such purchasers prior to the date hereof. All such use shall be in a manner consistent with the uses by Assignor as of the date hereof.

3. Each Party hereby represents and warrants that (i) it is in good standing under the laws of its jurisdiction of incorporation, (ii) the execution and delivery of this Assignment, and the performance of its obligations hereunder, have been duly authorized, and (iii) this Assignment constitutes such Party's legal, valid and binding obligation, enforceable against it in accordance with its terms.
4. Assignor further agrees to execute or provide such other documents and take other actions as Assignee may reasonably request, as necessary to effectuate the purpose of this Assignment, at Assignee's sole cost and expense. Assignor hereby expressly authorizes Assignee (or its designee) to file the assignment attached hereto as Exhibit A with the respective trademark office or governmental agency in each applicable jurisdiction (including the United States Patent and Trademark Office).
5. This Assignment shall be governed by the laws of the State of New York.
6. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment, including the schedules and exhibits, constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement shall be binding upon and inure to the benefit of the Parties hereto.

*[Remainder of page intentionally left blank]*

IN WITNESS THEREOF, Assignee and Assignor have duly executed this Agreement.

**ASSIGNOR**

Noranda Aluminum, Inc.

Signature: 

Printed Name: Gail E. Lehman

Title: Director

Date: 3-14-19

**ASSIGNEE**



New Day Aluminum LLC

Signature: 

Printed Name: Anthony J. Laura

Title: General Counsel

Date: 3-14-19

Schedule A			
Country	Mark	Reg. No.	Status
Jamaica	N logo 	54997	REGISTERED
Jamaica	NORANDA	55000	REGISTERED
United States	N logo 	4210393	REGISTERED
United States	NORANDA	3810848	REGISTERED