

03-09-2005

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



Tab settings ⇨ ⇨ ⇨ ▼

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Novelis Corporation
Novelis Inc

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution date: January 7, 2005

2. Name and address of receiving party(ies):

Name: Citicorp North America Inc.

Internal Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment. Additional name(s) & address(es) attached: Yes No

OFFICE OF THE COMPTROLLER OF THE CURRENCY
MAR - 3 PM 2:30

4. Application number(s) or registration number(s):

A. Trademark Application No. 78/483746, 78/483754, 72/454065 and those attached that are high lighted
Additional number(s) attached _____

B. Trademark Registration No.(s) 476936, 568242, 568359, 589744 and those attached that are high lighted
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Justin Levy

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved:..... 14

7. Total fee (37 CFR 3.41): \$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio
Name of Person Signing

Signature

March 3, 2005
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/06/2005 6TON11 00000021 230000 78483746

01 FC:0521 40.00 DA
02 FC:0522 325.00 DA

SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2005, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp North America, Inc. ("CNAI"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

Witnesseth:

WHEREAS, pursuant to the Credit Agreement, dated as of January 7, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Novelis Corporation, Novelis Inc., Novelis Deutschland GmbH, Novelis UK Limited and Novelis AG (collectively, the "Borrowers"), the Lenders and Issuers party thereto and CNAI, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, the Grantor is party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

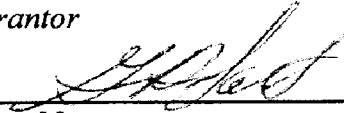
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NOVELIS CORPORATION,
as Grantor

By: 
Name: Geoffrey P. Batt
Title: Attorney - in - Fact

NOVELIS INC.,
as Grantor

By: 
Name: Geoffrey P. Batt
Title: Chief Financial Officer

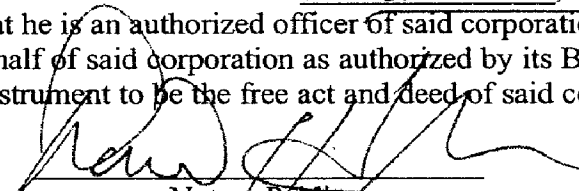
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003131 FRAME: 0206

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

On this 7 day of JANUARY, 2005 before me personally appeared GEORGE P. BATT, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NOVELIS IN NOVELIS CORP, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation. *LAWYER IN FACT*



Notary Public

DANIEL J. HUGHES
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 

Name: Arnold Wong
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003131 FRAME: 0208

OwnerName	CaseNumber	TrademarkName	CountryName	SubCase	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate	NextRenewalDate	MatterNumber
NOVELIS CORPORATION	TM2083	ALPHASTOK	America		Registered	476936	23-Apr-84	1362886	01-Oct-85	01-Oct-05	SP1
NOVELIS CORPORATION	TM2293	DEVICE	America	1	Registered	568242	12-Nov-85	1398242	24-Jun-86	24-Jun-06	SP1
NOVELIS CORPORATION	TM3621	FLEXTREME	Canada		Pending	1237973	19-Nov-04				SP1
NOVELIS CORPORATION	TM3652	NOVELIS	America		Pending	78/483746	15-Sep-04				SP1
NOVELIS CORPORATION	TM3653	IADEX	America		Pending	78/483754	15-Sep-04				SP1
NOVELIS CORPORATION	TM3652	NOVELIS	Canada		Pending	1230712	17-Sep-04				SP1
NOVELIS CORPORATION	TM3652	NOVELIS	Community	E	Pending		17-Sep-04				SP1
NOVELIS CORPORATION	TM3653	IADEX	Canada		Pending	1230713	17-Sep-04				SP1
NOVELIS CORPORATION	TM3653	IADEX	Community	E	Pending	4032926	17-Sep-04				SP1
NOVELIS CORPORATION	TM2625	STYLE	America		Registered	568359	13-Nov-85	1405479	19-Aug-86	19-Aug-06	SP1
NOVELIS CORPORATION	TM2667	MILER &	America		Registered	569744	24-Mar-86	1416397	11-Nov-86	11-Nov-06	SP1
NOVELIS CORPORATION	TM2732	ROYALE	America		Registered	72454065	06-Apr-73	0979759	05-Mar-74	05-Mar-14	SP1

**TRADEMARK ASSIGNMENT TO NOVELIS CORPORATION
FROM ALCAN CORPORATION**

Case Number: TM3621 **Trademark:** FLEXTRIME

Country **Sub Case Status** **App No.** **Filing Date** **Reg No.** **Reg Date** **Renewal Due**

Korea, Republic of Pending 40-2004-
0053310 25-Nov-2004

United States of
America Pending 78/454658 22-Jul-2004

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC.**

Case Number:	TM2196	Trademark:	BAKE-KING							
Country	Canada	SubCase Status	Registered	App No.	138326	Reg No.	04-Dec-1964	Reg Date	04-Dec-2009	Renewal Due
	Canada	1	Registered	213903	21-May-1976	21-May-2006				
	Mexico		Registered	384062	22-Jul-1999	20-Sep-1999	623358	22-Jul-2009		
Case Number:	TM2197	Trademark:	BAKE-KING & DEVICE							
Country	Canada	SubCase Status	Registered	App No.	213746	Reg No.	14-May-1976	Reg Date	14-May-2006	Renewal Due
	Canada	2	Registered	269512	28-May-1982	28-May-2012				
	Canada	1	Registered	222565	19-Aug-1977	19-Aug-2007				
Case Number:	TM2198	Trademark:	BBQ BUDDY							
Country	Canada	SubCase Status	Registered	App No.	814013	Reg No.	30-May-1996	Reg Date	13-Jun-1997	Renewal Due
	United States of America		Registered	16893175	19-Sep-1996	2182802	18-Aug-1998	18-Aug-2008		
Case Number:	TM2331	Trademark:	ECONO							
Country	Canada	SubCase Status	Registered	App No.	259169	Reg No.	22-May-1981	Reg Date	22-May-2011	Renewal Due
Case Number:	TM2332	Trademark:	ECONO DEVICE							
Country		SubCase Status		App No.		Reg No.		Reg Date		Renewal Due

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC.**

<i>Country</i>	<i>SubCase Status</i>	<i>App No.</i>	<i>Filing Date</i>	<i>Reg No.</i>	<i>Reg Date</i>	<i>Renewal Due</i>
Canada	Registered	729206	14-May-1993	434296	07-Oct-1994	07-Oct-2009
Case Number: TM2379 Trademark: FLEXCAST						
Austria	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Benelux	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Brazil	Published	824213378	14-Jan-2002			
Brazil	Published	824213351	14-Jan-2002			
Canada	Registered	111125	30-Jul-2001	595843	26-Nov-2003	26-Nov-2018
Cyprus, Republic of	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Czech Republic	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Denmark	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Estonia	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
European Community	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Finland	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
France	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Germany	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Greece	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Hungary	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC.**

Ireland	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Italy	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Japan		Pending	2002-001193	11-Jan-2002			
Korea, Republic of		Registered	2002-3087	21-Jan-2002	0554994	30-Jul-2003	30-Jul-2013
Latvia	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Lithuania	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Malta	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Poland	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Portugal	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Slovakia	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Slovenia	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Spain	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Sweden	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
Taiwan		Pending	93054870	24-Nov-2004			
United Kingdom	1E	Registered	002535029	15-Jan-2002	002535029	15-Jan-2003	15-Jan-2012
United States of America		Registered	76/362303	24-Jan-2002	2859339	06-Jul-2004	06-Jul-2014

Case Number: TM2380 **Trademark:** FLEXCASTER

Country **SubCase Status** **App No.** **Filing Date** **Reg No.** **Reg Date** **Renewal Due**

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC.**

Austria	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Benelux	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Brazil	1	Published	824213343	14-Jan-2002			
Brazil		Published	824213360	14-Jan-2002			
Canada		Registered	1111124	30-Jul-2001	595842	26-Nov-2003	26-Nov-2018
Cyprus, Republic of	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Czech Republic	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Denmark	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Estonia	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
European Community	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Finland	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
France	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Germany	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Greece	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Hungary	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Ireland	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Italy	1E	Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC.**

Japan	Registered	2002-001194	11-Jan-2002	4608833	27-Sep-2002	27-Sep-2012
Korea, Republic of	Registered	2002-3088	21-Jan-2002	0585718	23-Jun-2004	23-Jun-2014
Latvia	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Lithuania	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Malta	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Poland	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Portugal	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Slovakia	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Slovenia	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Spain	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Sweden	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
Taiwan	Pending	93054872	24-Nov-2004			
United Kingdom	1E Registered	002535060	15-Jan-2002	002535060	12-May-2003	15-Jan-2012
United States of America	Registered	76/362406	24-Jan-2002	2859340	06-Jul-2004	06-Jul-2014
Case Number:	TM2413	Trademark:	GRILL BUDDIES			
Country	SubCase Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
United States of America	Registered	93620175	06-Mar-2000	2475424	07-Aug-2001	07-Aug-2011

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC.**

Case Number:	TM2414	Trademark:	GRILL BUDDIES & DEVICE										
Country	United States of America	SubCase Status	Published	App No.	00171676	Filing Date	16-Mar-2000	Reg No.		Reg Date		Renewal Due	
Case Number:	TM2415	Trademark:	GRILLFRIENDS										
Country	Canada	SubCase Status	Pending	App No.	1055731	Filing Date	19-Apr-2000	Reg No.		Reg Date		Renewal Due	
Case Number:	TM2522	Trademark:	MAGIC-FOIL										
Country	Canada	SubCase Status	Registered	App No.	263454	Filing Date	14-Jun-1961	Reg No.	129746	Reg Date	08-Feb-1963	Renewal Due	08-Feb-2008
Case Number:	TM2556	Trademark:	MORFOILS										
Country	Canada	SubCase Status	Registered	App No.	349723	Filing Date	24-Jan-1972	Reg No.	187287	Reg Date	15-Dec-1972	Renewal Due	15-Dec-2017
Case Number:	TM2611	Trademark:	PARTYWARE										
Country	Canada	SubCase Status	Registered	App No.	599057	Filing Date	15-Jan-1988	Reg No.	351048	Reg Date	10-Feb-1989	Renewal Due	10-Feb-2019
Country	United States of America	SubCase Status	Registered	App No.	731740187	Filing Date	15-Jul-1988	Reg No.	1577605	Reg Date	16-Jan-1990	Renewal Due	16-Jan-2010
Case Number:	TM2641	Trademark:	PLUS										
Country	Canada	SubCase Status	Registered	App No.	303645	Filing Date		Reg No.	303645	Reg Date	14-Jun-1985	Renewal Due	14-Jun-2015

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC.**

Case Number: TM2874 **Trademark:** TUXEDO & DEVICE

Country	SubCase Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
Canada	Registered	1018930	14-Jun-1999	537076TM A	14-Nov-2000	14-Nov-2015

Case Number: TM2931 **Trademark:** POCKET PALS

Country	SubCase Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
Canada	Pending	1196352	06-Nov-2003			

Case Number: TM3505 **Trademark:** DELI SACS

Country	SubCase Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
Canada	Pending	1196353	06-Nov-2003			

**TRADEMARK ASSIGNMENT TO NOVELIS INC.
FROM ALCAN INC. (Formerly known as Alcan Aluminium Limited)**

Case Number: TM2274 **Trademark:** COOKIN' JOY & DEVICE

Country	SubCase Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
Canada	RegisteredT BA	729207	14-May-1993	434297	07-Oct-1994	07-Oct-2009

Case Number: TM2382 **Trademark:** FOILMASTER

Country	SubCase Status	App No.	Filing Date	Reg No.	Reg Date	Renewal Due
Canada	RegisteredT BA	765920	07-Oct-1994	447462	08-Sep-1995	08-Sep-2010