

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., as administrative agent		07/06/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Novelis No. 1 Limited Partnership
Street Address:	2040 Fay Street
City:	Jonquiere, Quebec
State/Country:	CANADA
Postal Code:	G7S 4K6
Entity Type:	LIMITED PARTNERSHIP: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3119944	NOVELIS
Registration Number:	3120057	NOVELIS

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-735-3000  
 Email: mmcguire@skadden.com  
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
 Address Line 1: Four Times Square  
 Address Line 2: Attn: John Ubani, Esq.  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	698510/147
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**DOMESTIC REPRESENTATIVE**

Name:

**900085827**

**TRADEMARK  
 REEL: 003612 FRAME: 0700**

**CH \$65.00 3119944**

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John Ubani

Signature:

/John Ubani/

Date:

08/30/2007

Total Attachments: 3

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TO: NOVELIS NO. 1 LIMITED PARTNERSHIP ("Grantor")

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, pursuant to a Credit Agreement, dated as of January 7, 2005, among Novelis Corporation, Novelis, Inc., Novelis Deutschland GmbH, Novelis UK Limited and Novelis AG (collectively the "Borrowers"), the Lenders and Issuers parties thereto, and Citicorp North America, Inc. ("Administrative Agent") as agent for the Lenders and Issuers, the Lenders and Issuers, severally agreed to make extensions of credit to the Borrowers, upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Pledge and Security Agreement, dated January 7, 2005 between Novelis Corporation, the Administrative Agent and the additional grantors named therein (the "Pledge and Security Agreement") and the Short Form Trademark Security Agreement, dated May 14, 2007 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office on May 22, 2007 at Reel 003546/ Frame 0546, the Grantor, along with other Grantors mortgaged, pledged and hypothecated and granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in all right, title and interest of the Grantors in, to and under the following collateral of the Grantors (the "Trademark Collateral"), 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 Grantors:

- (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 Grantor against third parties for past, present or 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;

WHEREAS, the Secured Obligations have been fully satisfied, and Grantors have requested that the Administrative Agent release its interests in the Collateral granted pursuant to the Pledge and Security Agreement and Trademark Security Agreement, including the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the above-referenced agreements, the Administrative Agent hereby releases and discharges the lien on and security interest in the Trademark Collateral granted to the Administrative Agent by Grantor.

The Administrative Agent further agrees, at the cost of the Grantors, to perform all acts reasonably necessary to effect the release and termination of its lien and security interest granted pursuant to the Pledge and Security Agreement and Trademark Security Agreement, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

This Release of Security Interest in Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the agreements referenced above.

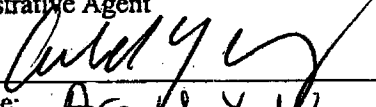
Dated: July 6<sup>th</sup>, 2007

CITICORP NORTH AMERICA, INC.,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

  
Arnold Y. Wong  
Vice President

*US Trademark Release  
Novelis No. 1 Limited Partnership*

**TRADEMARK  
REEL: 003612 FRAME: 0703**

## SCHEDULE I

### *Trademark Registrations*

#### A. REGISTERED TRADEMARKS

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>
NOVELIS	78/651,851	3,119,944
NOVELIS	78/671,159	3,120,057

#### B. TRADEMARK APPLICATIONS FOR REGISTRATION

NONE

#### C. TRADEMARK LICENSES

1. Nonexclusive Trademark License Agreement between Novelis Inc. (as Licensor) and Novelis Corporation, Novelis UK Ltd., Novelis Automotive UK Ltd., Novelis Europe Holdings Ltd., Novelis Switzerland S.A., Novelis Technology S.A., Novelis Luxembourg S.A., Novelis Benelux NV, Novelis Aluminium Holdings Company, Novelis Deutschland GmbH, Novelis Specialites France (S.A.), Novelis PAE (S.A.S.), Novelis Foil France (S.A.S.) Novelis Lamines France (S.A.S.), Novelis Italia S.r.l. and Novelis de Mexico S.A. de C.V. (as Licensees) for the trade name Novelis and certain other brands, marks and logos, entered into on January 6, 2005 and subsequently assigned by Novelis Inc. to Novelis No. 1 Limited Partnership on May 9, 2007.