

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation		02/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Norandal USA, Inc.
Street Address:	801 Crescent Drive
Internal Address:	Suite 600
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	CORPORATION: DELAWARE

Name:	Noranda Alumina LLC
Street Address:	1111 Airline Hwy 61
City:	Gramercy
State/Country:	LOUISIANA
Postal Code:	70052-3370
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Noranda Aluminum, Inc.
Street Address:	P.O. 70 / 391 St. Jude Industrial Park
City:	New Madrid
State/Country:	MISSOURI
Postal Code:	63869
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3810848	NORANDA

CH \$65.00 3810848

Serial Number:

77857385

N

CORRESPONDENCE DATA

Fax Number: (212)859-4000

Phone: 2128598000

Email: jason.greenberg@friedfrank.com,
henry.lebowitz@friedfrank.com, teas@friedfrank.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jason L. Greenberg

Address Line 1: One New York Plaza

Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004-1980

ATTORNEY DOCKET NUMBER:

32633-9 (GREENBERG)

NAME OF SUBMITTER:

Jason L. Greenberg

Signature:

/jlg/

Date:

03/01/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT ("Agreement"), effective as of February 29, 2012 is entered into by between NORANDAL USA, INC., a Delaware corporation ("Norandal"), having its chief executive office at 801 Crescent Drive, Suite 600, Franklin, TN 37067, NORANDA ALUMINA LLC, a Delaware limited liability company ("Alumina") having its chief executive office at 1111 Airline Hwy 61 Gramercy, LA 70052-3370, NORANDA ALUMINUM, INC., a Delaware corporation ("Noranda"), and together with Norandal and Alumina, the "Grantors") having its chief executive office in P.O. 70 / 391 St. Jude Industrial Park, New Madrid, MO 63869 and MERRILL LYNCH CAPITAL CORPORATION, as Collateral Agent (the "Collateral Agent"), with offices at Mail Code: NC1-002-15-39, Bank of America Plaza, 101 S. Tryon Street, Charlotte, NC 28255-0001.

WHEREAS, NORANDA ALUMINUM HOLDING CORPORATION, a Delaware corporation ("Holdings"), NORANDA ALUMINUM ACQUISITION CORPORATION, a Delaware corporation, the Secured Swap Parties named therein, certain of Holdings' Subsidiaries (including Grantors) and the Collateral Agent entered into that certain Guarantee and Collateral Agreement dated as of January 9, 2012 (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantors granted a security interest to the Collateral Agent in certain Patents and Trademarks set forth in those certain Trademark and Patent Security Agreements, dated January 9, 2012 (as amended, restated, supplemented or otherwise modified, the "Trademark and Patent Security Agreements"), including the Patents and Trademarks listed on the schedules thereto (the "Secured Intellectual Property"); and

WHEREAS, the Trademark and Patent Security Agreements were recorded with the United States Patent & Trademark Office, at Reel 027588, Frame 0789; Reel 027519, Frame 0512; Reel 027519, Frame 0470; Reel 4696, Frame, 0513; and Reel 4696, Frame 0442; and

WHEREAS, Noranda will be amending the MLCS Swap Agreement and will put in place new security documentation to secure its obligations under the MLCS Swap Agreement, and the Collateral Agent, on behalf of MLCS, now desires to release in its entirety its security interest in, to and under the Secured Intellectual Property, including the Patents and Trademarks on Schedules A and B attached hereto (collectively, the "Released Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

(i) Definitions

Capitalized terms used herein but not otherwise defined herein have the meanings set forth in the Collateral Agreement.

(ii) Release of Security Interest

The Collateral Agent hereby terminates and releases in its entirety, without warranty, representation or recourse whatsoever, its security interest in and lien on the Released Intellectual Property. The Collateral Agent hereby authorizes and requests that the Director of the United States Patent & Trademark Office and any other applicable government officer record this Agreement.

(iii) Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of laws principles.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 28TH day of FEBRUARY, 2012.

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By: *Christopher D. Biese*
Name: Christopher D. Biese
Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

I,
JOSEPHINE NAPPI, a Notary Public for said County and State, do hereby certify that CHRISTOPHER D. BIESE personally appeared before me this day and stated that (s)he is VICE PRES. of Merrill Lynch Capital Corporation, and acknowledged, on behalf of Merrill Lynch Capital Corporation, the due execution of the foregoing instrument.

Witness my hand and official seal, this 28TH day of FEBRUARY, 2012.

Josephine Nappi
Notary Public

My commission expires: 1/31/14

[Signature Pages Continuc]

JOSEPHINE NAPPI
Notary Public - State of New York
No. 01NA4791885
Qualified in Queens County
My Commission Expires Jan. 31, 2014

Signature Page to IP Security Release - Swap

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 29th day of February, 2012.

NORANDAL USA, INC., as Grantor

By: *Robert B. Mahoney*
Name: Robert B. Mahoney
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, Greg Grissom, a Notary Public for said County and State, do hereby certify that Robert Mahoney personally appeared before me this day and stated that ~~(s)~~he is CEO of Norandal USA, Inc., and acknowledged, on behalf of Norandal USA, Inc., the due execution of the foregoing instrument.

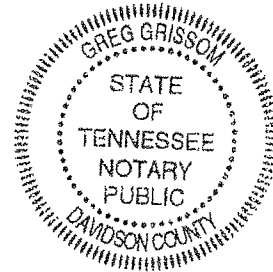
Witness my hand and official seal, this 29th day of February, 2012.

Greg Grissom
Notary Public

My Commission Expires:
January 7, 2013

My commission expires: _____

[Signature Pages Continue]



Signature Page to IP Security Release

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 29th day of February, 2012.

NORANDA ALUMINA LLC, as Grantor

By: *Robert B. Mahoney*
Name: Robert B. Mahoney
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

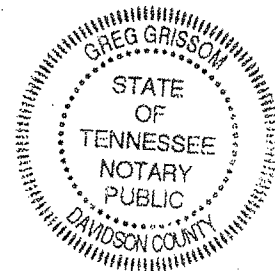
I, *Greg Grissom*, a Notary Public for said County and State, do hereby certify that *Robert Mahoney* personally appeared before me this day and stated that (s)he is *CEO* of Noranda Alumina LLC, and acknowledged, on behalf of Noranda Alumina LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 29th day of February, 2012.

Greg Grissom
Notary Public

My commission expires: January 7, 2013

[Signature Pages Continue]



Signature Page to IP Security Release

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 29th day of February, 2012.

NORANDA ALUMINUM, INC., as Grantor

By: Robert B. Mahoney
Name: Robert B. Mahoney
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

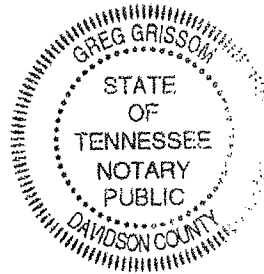
I, Greg Grisson, a Notary Public for said County and State, do hereby certify that Robert Mahoney personally appeared before me this day and stated that (s)he is CEO of Noranda Aluminum, Inc., and acknowledged, on behalf of Noranda Aluminum, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 29th day of February, 2012.

Greg Grisson
Notary Public

My Commission Expires:
January 7, 2013

My commission expires: _____



Signature Page to IP Security Release

TRADEMARK
REEL: 004728 FRAME: 0229

Schedule A to the Intellectual Property Security Release Agreement

Patents and Patent Applications

Owner	Patent No.	Issue Date
Norandal USA, Inc.	5,265,332	November 30, 1993
Norandal USA, Inc.	5,598,633	February 4, 1997
Norandal USA, Inc.	5,823,923	June 28, 1996
Noranda Alumina LLC	5,499,873	March 19, 1996
Noranda Alumina LLC	5,622,561	April 22, 1997
Noranda Alumina LLC	5,637,349	June 10, 1997
Noranda Alumina LLC	5,931,772	August 3, 1999

Patent Licenses

None

Schedule B to the Intellectual Property Security Release Agreement

Trademark Registrations and Applications

Owner	Trademark	Serial/Registration No.
Noranda Aluminum, Inc.	NORANDA	3,810,848
Noranda Aluminum, Inc.	Stylized "N"	77,857,385

Trademark Licenses

None