## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		Supplemental US Intellectual Property Security Release Agreement (Canadian Grantors)		adian
CONVEYING PARTY	/ DATA	, <u> </u>		
		Name	Execution Date	
Bank of America, N./	Α.		12/17/2010	
RECEIVING PARTY	DATA			
Name:	Novelis Inc.		]	
Street Address:	3560 Lenox Road,	Suite 2000		
City:	Atlanta			
State/Country:	GEORGIA			
Postal Code:	30326			
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Property T		Number 9466		
Application Number:	: 1207	9466		
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### CORRESPONDENCE DATA

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New York, NEW YORK 10036				

ATTORNEY DOCKET NUMBER:	698510/0147
NAME OF SUBMITTER:	elaine d. ziff

#### Total Attachments: 5

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### SUPPLEMENTAL U.S. INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (Canadian Grantors)

SUPPLEMENTAL U.S. INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (Canadian Grantors), dated December 17, 2010 ("IP Security Release"), by BANK OF AMERICA, N.A., a national banking association located at 135 South LaSalle Street, Suite 465, Chicago, Illinois 60603, USA, in its capacity as successor collateral agent to Lasalle Business Credit, LLC under a Credit Agreement (ABL) dated as of July 6, 2007, as amended by the First Amendment to Credit Agreement and Agents' Resignation and Appointment, dated September 18, 2008 (together, the "<u>Credit</u> <u>Agreement</u>") (in such capacity, the "<u>Assignor</u>"), in favor of NOVELIS INC., a corporation formed under the Canada Business Corporations Act, having its business address at 3560 Lenox Road, Suite 2000, Atlanta, GA 30326 (in such capacity, the "<u>Assignee</u>").

### $\underline{WITNESSETH}:$

WHEREAS, Assignee is party to a Security Agreement dated as of July 6, 2007 (the "Security Agreement") in favor of the Assignor, pursuant to which Assignee executed and delivered that certain U.S. Intellectual Property Security Agreement (Canadian Grantors), dated as of July 6, 2007 (the "IP Security Agreement") in order to record the lien and security interest of Assignor in the IP Collateral (as defined in the IP Security Agreement and the Supplemental IP Security Agreements, defined below) in the United States Patent and Trademark Office (the "PTO");

WHEREAS, Assignee was obligated to execute and deliver additional U.S. Intellectual Property Security Agreements in order to record the lien and security interest of Assignor in IP Collateral which was acquired by the Assignee subsequent to the date of the Security Agreement;

WHEREAS, in furtherance thereof, the Assignor and Assignee entered into the U.S. Intellectual Property Security Agreement dated as of August 13, 2008, which was recorded with the Patent Division of the PTO on August 28, 2008 at Reel 21459/Frame 0276 (the "First August 2008 Agreement");

WHEREAS, in furtherance thereof, the Assignor and Assignee entered into the U.S. Intellectual Property Security Agreement dated as of August 13, 2008, which was recorded with the Patent Division of the PTO on August 28, 2008 at Reel 21459/Frame 0298 (the "Second August 2008 Agreement"):

WHEREAS, in furtherance thereof, the Assignor and Assignee entered into the U.S. Intellectual Property Security Agreement dated as of October 31, 2008, which was recorded with the Patent Division of the PTO on May 28, 2009 at Reel 22751/Frame 0716 (the "October 2008 Agreement");

WHEREAS, in furtherance thereof, the Assignor and Assignee entered into the U.S. Intellectual Property Security Agreement dated as of January 15, 2009, which was recorded with the Patent Division of the PTO on May 28, 2009 at Reel 22751/Frame 0707 (the "January 2009 Agreement");

WHEREAS, in furtherance thereof, the Assignor and Assignee entered into the U.S. Intellectual Property Security Agreement dated as of April 20, 2009, which was recorded with the Patent Division of the PTO on August 13, 2009 at Reel 23097/Frame 0830 (the "April 2009 Agreement"):

WHEREAS, in furtherance thereof, the Assignor and Assignee entered into the U.S. Intellectual Property Security Agreement dated as of July 7, 2009, which was recorded with the Patent

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Division of the PTO on September 3, 2009 at Reel 23192/Frame 0160 (the "July 2009 Agreement", and, collectively with the First August 2008 Agreement, the Second August 2008 Agreement, the October 2008 Agreement, the January 2009 Agreement and the April 2009 Agreement, the "Supplemental IP Security Agreements");

WHEREAS, the secured obligations have been paid and performed in full and any and all other conditions for termination of the IP Security Agreement and Supplemental IP Security Agreements have been satisfied; and

WHEREAS, Assignor now desires to release its security interest in and to Assignee's' right, title and interest in and to the IP Collateral.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein but not otherwise defined herein that are defined in the IP Security Agreement and Supplemental IP Security Agreements shall have the meanings given to them in the IP Security Agreement and Supplemental IP Security Agreements.

SECTION 2. <u>Release of Security Interest in IP Collateral</u>. Assignor hereby terminates and releases in its entirety its lien on and security interest in the IP Collateral including the items set forth on <u>Schedule 1</u> attached hereto.

SECTION 3. <u>Governing Law</u>. This Supplemental IP Security 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, Assignor has caused this SUPPLEMENTAL U.S. INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (Canadian Grantors) 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:\_\_\_

Name: Peter M. Walther Title: Senior Vice President

### SCHEDULE 1

#### to

## SUPPLEMENTAL U.S. INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (Canadian Grantors)

## UNITED STATES PATENTS:

Registrations: None.

Applications:

OWNER	APPLICATION	DESCRIPTION
NOVELIS INC.	12/079466	RECYCLE FRIENDLY 3000 AND 5000 SERIES ALLOYS
NOVELIS INC.	12/072029	NOVEL METHOD OF ENGINEERING THE INTERFACE OF A CLAD INTERFACE USING ALCOA'S SIMULTANEOUS MULTIPLE ALLOY CASTING TECHNOLOGY
NOVELIS INC.	12/008871	DEVICE THAT CAN 'CONDITION' A CAN END BY REMOVING RESIDUAL AND SCUFFED COATING FROM THE CURL AREA
NOVELIS INC.	61/072302	NECK SUPPORT RING FOR ALUMINUM BOTTLES
NOVELIS INC.	12/012817	CAN BLANK WITH DEFORMATION
NOVELIS INC.	61/072303	HIGH VOLUME VACUUM SYSTEM FOR CAN HANDLING MACHINERY
NOVELIS INC.	61/063187	METHOD TO ALLEVIATE DIE NECKING TRANSITION LINES IN METAL BOTTLES
NOVELIS INC.		PROCESS AND DEVICE FOR PRODUCING FLEXIBLE TUBES
NOVELIS INC.	61/131283	WATER JET SYSTEM
NOVELIS INC.		MOLTEN METAL SKIMMERS FOR FUSION PROCESS
NOVELIS INC.	12/220954	REVERSE TAPER EMBODIMENT
NOVELIS INC.	61/137,470	SEQUENTIAL SOLIDIFICATION OF AN INGOT WITH TWO OR MORE CHAMBERS WITH OVERLAPPING FREEZING RANGES
NOVELIS INC.	12/290257	IMPROVED ELECTRODE CONFIGURATION FOR LIMCA (PART OF LIMCA CM)
NOVELIS INC.	12/317208	SELF-ANNEALING ENCLOSURE FOR ALUMINUM COILS
NOVELIS INC.	61/203652	USE OF CO-CAST MATERIAL FOR CAN BODY STOCK APPLICATION (CLAD CAN BODY STOCK II)
NOVELIS INC.	61/197975	REDRAWING IN SEQUENCE TO NECKING OF A BOTTLE FORM: REDRAW ON LAND
NOVELIS INC.	61/197976	NECKING DIE WITH SHORTENED LAND
NOVELIS INC.	61/203680	FUSION SHEET STRUCTURE FOR COKE BOTTLES AND SLIM CANS (CLAD CAN BODY STOCK I)

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		ALL ALUMINUM SOLAR ABSORBER PANEL
NOVELIS INC.	61/198811	INCORPORATING FUSION CLAD SHEET
		HIGH STRENGTH AND FORMABILITY FUSION SHEET FOR
NOVELIS INC.	61/199281	THE BRIGHT TREAD TOOL BOX MARKET
		OY WATER RESISTANT LINER AND INTERLAYER
NOVELIS INC.	61/203670	COMBINATION FOR HEAT EXCHANGER
		NOVEL METHOD FOR PRODUCTION OF
NOVELIS INC.	12/291820	MULTI-LAYERED INGOTS
		METHOD TO ALLEVIATE DIE NECKING TRANSITION LINES
NOVELIS INC.	12/322092	IN METAL BOTTLES
		DESIGNS (2) TO AVOID SCORE LINE CORROSION OF CAN
NOVELIS INC.	61/206440	ENDS
NOVELIS INC.	12/380487	IN-SITU HOMOGENIZATION OF A DC CAST INGOT
11070000000	12000000	
NOVELIS INC.	61/211246	VARIABLE WIDTH FLEXCASTER
		SURFACE TEXTURED SIDE DAM BLOCKS FOR THE
NOVELIS INC.	61/211247	FLEXCASTER
		STATIONARY MEANS OF METAL CONTAINMENT FOR
NOVELIS INC.	61/211277	THE SIDES OF A TWIN BELT CASTER
NOVELIS INC.	12/455274	WATER JET SYSTEM
NOVELIS INC.	12/454655	MOLTEN METAL SKIMMERS FOR FUSION PROCESS
		USE OF IN-SITU HOMOGENISATION TO REDUCE THE
		AMOUNT OF EUTECTIC PHASE IN EUTECTIC ALUMINUM
NOVELIS INC.	61/268862	ALLOYS
NOVELIS INC.	61/269904	CAVITY SHAPE MEASURING METHOD
		HIGH STRENGTH ANODIZABLE ALUMINUM ALLOY
NOVELIS INC.	61/268860	PRODUCT
NOVELIS		
DEUTSCHLAND		METHOD AND APPARATUS FOR MANUFACTURING A
GMBH	12/091871	WRAP-AROUND TUBE

Licensed Patents: None.

## UNITED STATES TRADEMARKS:

None.

# UNITED STATES COPYRIGHTS:

None.

**RECORDED: 01/05/2011** 

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# PATENT REEL: 025581 FRAME: 0733