

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|--|----------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Novelis No. 1 Limited Partnership | | 05/14/2007 | LIMITED PARTNERSHIP: |
| RECEIVING PARTY DATA | | | |
| Name: | Citicorp North America, Inc. | | |
| Street Address: | 388 Greenwich Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3119944 | NOVELIS | |
| Registration Number: | 3120057 | NOVELIS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)310-8007 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | brandon.cherry@weil.com, phyllis.depaola@weil.com | | |
| Correspondent Name: | Weil,Gotshal & Manges c/o Brandon Cherry | | |
| Address Line 1: | 767 5th Avenue | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| ATTORNEY DOCKET NUMBER: | 35899.0237 | | |
| NAME OF SUBMITTER: | Brandon Cherry | | |
| Signature: | /Brandon Cherry/ | | |
| Date: | 05/22/2007 | | |

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2007, by NOVELIS NO. 1 LIMITED PARTNERSHIP as listed on the signature pages hereof or any other entity 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 Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the “*Security Agreement*”) pursuant to which the Grantors are 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, each 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

Each 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 such 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 such 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 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.

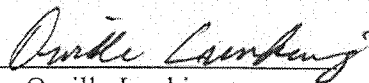
Section 3. Security Agreement

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 each 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 PAGE FOLLOWS]

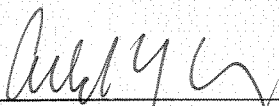
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NOVELIS NO. 1 LIMITED PARTNERSHIP,
as Grantor

By: 
Name: Orville Lunking
Title: Attorney-in-Fact

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 
Name: **Arnold Y. Wong**
Title: **Vice President**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia }
COUNTY OF Cobb } ss.

On this 14~~th~~ day of May, 2007 before me personally appeared Orville Luiking, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Novelis No. 1 Limited Partnership, 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.

Dennis Jorir
Notary Public

Notary Public Cobb County Georgia
My Commission Expires November 25 2009

**SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

| Mark | Serial No. | Registration No. |
|-------------|-------------------|-----------------------------|
| 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.