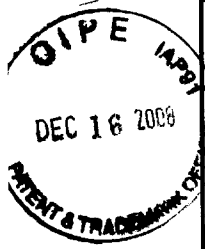


12-19-2008



103540438

To the Director of the U. S. Patent  
documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 LASALLE BUSINESS CREDIT, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Additional names, addresses, or citizenship attached?  Yes  No

Name: BANK OF AMERICA, NATIONAL ASSOCIATION  
 Internal  
 Address: Suite 465  
 Street Address: 135 South LaSalle Street  
 City: Chicago  
 State: Illinois  
 Country: USA Zip: 60603

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other N.A.      Citizenship U.S.N.A.

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)

**3. Nature of conveyance /Execution Date(s) :**  
 Execution Date(s) September 18, 2008

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Collateral Agent Substitution

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: TORYS LLP, Attn: Jason Gilman  
 Internal Address: Suite 3000  
 Street Address: 79 Wellington Street West  
Box 270  
 City: Toronto  
 State: Ontario Zip: M5K 1N2  
 Phone Number: 416.865.7529  
 Fax Number: 416.865.7380  
 Email Address: kgilman@torys.com

**6. Total number of applications and registrations involved:** 23

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 5590.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
 Authorized User Name: BYRNE 0000001 9A3205

**9. Signature:** Jason Gilman Signature  
 Date: Sept 15 2008  
 Jason Gilman  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 42

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Continuation of 4. Application number(s) or registration number(s) and identification or description of the Trademark**

|     |          |         |                    |
|-----|----------|---------|--------------------|
| 1.  | 72448274 | 983205  | STABILOY           |
| 2.  | 72454065 | 979759  | ROYALE             |
| 3.  | 73183216 | 1120934 | TRISTRIFE          |
| 4.  | 73226314 | 1145429 | ALHIDE             |
| 5.  | 73568359 | 1405479 | PHILADELPHIA STYLE |
| 6.  | 73572589 | 1426358 | PARA-PAK           |
| 7.  | 73589744 | 1416397 | QUARTER-MILER      |
| 8.  | 73740187 | 1577805 | PARTYWARE          |
| 9.  | 75168931 | 2182802 | BBQ BUDDY          |
| 10. | 75936201 | 2475424 | GRILL BUDDIES      |
| 11. | 76001716 | 2467519 | GRILL BUDDIES      |
| 12. | 76362303 | 2859339 | FLEXCAST           |
| 13. | 76362406 | 2859340 | FLEXCASTER         |
| 14. | 76412474 | 2854540 | SELECTMC           |
| 15. | 78651851 | 3119944 | NOVELIS            |
| 16. | 78671159 | 3120057 | NOVELIS            |
| 17. | 78746362 |         | NOVELIS FUSIONS    |
| 18. | 73568242 | 1398242 | DELI POPS          |
| 19. | 77121160 |         | NOVELIS KING CAN   |
| 20. | 75818909 | 2590291 | SILENSAL           |
| 21. | 77321160 |         | NOVELIS KING CAN   |
| 22. | 77324627 |         | NOVELIS FUSI8N     |

|     | Patent No. | Inventor | Title      |
|-----|------------|----------|------------|
| 23. | 77387483   |          | NOVALTREAD |

**FIRST AMENDMENT TO CREDIT AGREEMENT  
AND AGENTS' RESIGNATION AND APPOINTMENT**

FIRST AMENDMENT TO CREDIT AGREEMENT AND AGENTS' RESIGNATION AND APPOINTMENT, dated as of September 18, 2008 (this "Amendment"), among NOVELIS INC., a corporation formed under the Canada Business Corporations Act (the "Canadian Borrower"), NOVELIS CORPORATION, a Texas corporation, and the other U.S. subsidiaries of the Canadian Borrower signatory hereto as borrowers (the "U.S. Borrowers"), NOVELIS UK LTD, a limited liability company incorporated under the laws of England and Wales with registered number 00279596 (the "U.K. Borrower"), and NOVELIS AG, a stock corporation (AG) organized under the laws of Switzerland (the "Swiss Borrower" and, collectively with the Canadian Borrower, the U.S. Borrowers, and the U.K. Borrower, the "Borrowers"), the guarantors party hereto, the lenders party hereto, LASALLE BUSINESS CREDIT, LLC, as resigning funding agent and as resigning collateral agent, and BANK OF AMERICA, N.A., as successor funding agent and as successor collateral agent.

**WITNESSETH:**

WHEREAS the Borrowers, AV ALUMINUM INC., a corporation formed under the Canada Business Corporations Act, the subsidiary guarantors party thereto, the lenders party thereto, ABN AMRO BANK N.V., as U.S./European issuing bank, as U.S. swingline lender, as administrative agent, LASALLE BUSINESS CREDIT, LLC ("LaSalle"), as funding agent and as collateral agent, UBS SECURITIES LLC, as syndication agent, BANK OF AMERICA, N.A., NATIONAL CITY BUSINESS CREDIT, INC. and CIT BUSINESS CREDIT CANADA INC., as documentation agents, ABN AMRO BANK N.V., acting through its Canadian branch, as Canadian administrative agent, Canadian funding agent and Canadian issuing bank and ABN AMRO INCORPORATED and UBS SECURITIES LLC, as joint lead arrangers and joint bookmanagers, have entered into that certain Credit Agreement, dated as of July 6, 2007 (the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Credit Agreement);

WHEREAS LaSalle would like to resign as Funding Agent and Collateral Agent under the Credit Agreement and the other Loan Documents;

WHEREAS the Required Lenders, in consultation with the Administrative Borrower, would like to confirm and acknowledge the appointment of Bank of America, N.A., ("BOA"), as successor Funding Agent and as successor Collateral Agent pursuant to Section 10.06 of the Credit Agreement, and BOA would like to accept such appointment; and

WHEREAS in furtherance of the appointment of BOA as successor Funding Agent and as successor Collateral Agent, the parties desire to amend the Credit Agreement as set forth herein, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

## ARTICLE I

### RESIGNATION AND APPOINTMENT

Section 1.1 Resignation and Appointment. As of the date hereof, (a) LaSalle hereby transfers and assigns to BOA all of its rights in its capacities as Funding Agent and as Collateral Agent under the Credit Agreement and the other Loan Documents; (b) LaSalle hereby resigns as Funding Agent and as Collateral Agent; and (c) BOA is hereby appointed as Funding Agent and as Collateral Agent for all purposes under the Credit Agreement and the other Loan Documents and shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning Funding Agent and the resigning Collateral Agent, and BOA hereby accepts such appointment as Funding Agent and as Collateral Agent. LaSalle hereby transfers and assigns to BOA, as successor Funding Agent, from and after the date hereof, all of its right, title and interest in and to any fee payable pursuant to the Fee Letter to LaSalle in its capacity as Funding Agent. As of the date hereof, LaSalle is hereby discharged from its duties and obligations as Funding Agent and as Collateral Agent under the Credit Agreement and the other Loan Documents (except as otherwise provided in the Credit Agreement).

Section 1.2 Waiver of Notice. (a) Any requirement under the Credit Agreement that the current Funding Agent provide prior notice of its resignation as Funding Agent is hereby waived.

(b) Any requirement under the Credit Agreement that the current Collateral Agent provide prior notice of its resignation as Collateral Agent is hereby waived.

Section 1.3 Agent's Account. As of the date hereof, the "Agent's Account" shall mean the accounts set forth on Schedule I hereto.

Section 1.4 Address for Notices. As of the date hereof, the address for notices to the Funding Agent or the Collateral Agent shall be:

Bank of America, N.A.  
135 South LaSalle Street, Suite 465  
Chicago, IL 60603  
Attention: Account Officer  
Telecopier No.: 312-904-7190

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive, Suite 2100  
Chicago, IL 60606  
Attention: Seth E. Jacobson  
Telecopier No.: (312) 407-8511  
Phone No.: (312) 407-0889

## ARTICLE II

### AMENDMENTS

Section 2.1 References to LaSalle Bank N.A. Each reference to "LaSalle Bank N.A." contained in the definition of "Funded Specified Foreign Currency Participation," the definition of "Participating Specified Foreign Currency Lender," Section 2.01(a), and Article XII (or otherwise used in connection with any Specified Foreign Currency Participation, as applicable) is hereby amended to refer to Bank of America, N.A.

## ARTICLE III

### CONDITIONS TO CLOSING

The effectiveness of this Amendment is subject to the satisfaction of the following conditions:

(a) First Amendment. The Borrowers, the Guarantors, the resigning Funding Agent, the resigning Collateral Agent, the successor Funding Agent, the successor Collateral Agent, and the Required Lenders shall have delivered a duly executed counterpart of this Amendment to the resigning Funding Agent, the resigning Collateral Agent, the successor Funding Agent and the successor Collateral Agent.

## ARTICLE IV

### MISCELLANEOUS

Section 4.1 Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents in similar or different circumstances. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

Section 4.2 No Representations by Lenders or Agents. The Borrowers and the Guarantors hereby acknowledge that they have not relied on any representation, written or oral, express or implied, by any Lender or the resigning Funding Agent, the resigning Collateral

Agent, the successor Funding Agent, the successor Collateral Agent, or any other Agent, other than those expressly contained herein, in entering into this Amendment.

Section 4.3 Successors and Assigns. This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lenders, the resigning Funding Agent, the resigning Collateral Agent, the successor Funding Agent, the successor Collateral Agent, and each other Agent.

Section 4.4 Headings; Entire Agreement. The headings and captions hereunder are for convenience only and shall not affect the interpretation or construction of this Amendment. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein.

Section 4.5 Severability. The provisions of this Amendment are intended to be severable. If for any reason any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 4.6 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 4.7 Governing Law. The whole of this Amendment and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

Section 4.8 Ratification of Guaranty. Each Guarantor hereby consents to this Agreement and hereby confirms and agrees that (a) notwithstanding the effectiveness of this Agreement, the Guarantee is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, and (b) the Security Documents to which it is a party and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Obligations secured thereby.

[Remainder of this page is intentionally left blank.]

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered as of the date first above written.

**BORROWERS:**

**NOVELIS INC.**

By 

Name: Leslie J. Parrott, Jr.  
Title: Secretary

**NOVELIS CORPORATION**

By \_\_\_\_\_

Name:  
Title:

**NOVELIS PAE CORPORATION**

By \_\_\_\_\_

Name:  
Title:

**NOVELIS FINANCES USA LLC**

By \_\_\_\_\_

Name:  
Title:

**NOVELIS SOUTH AMERICA HOLDINGS  
LLC**

By 

Name: Leslie J. Parrott, Jr.  
Title: President



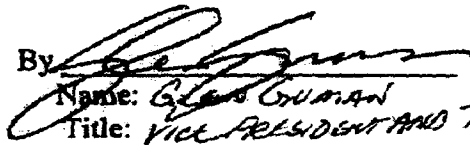
IN WITNESS WHEREOF, the undersigned have caused this Amendment to be  
duly executed and delivered as of the date first above written.

**BORROWERS:**

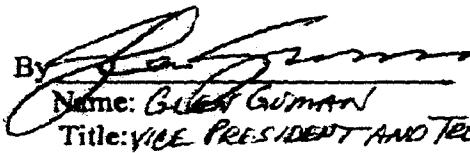
**NOVELIS INC.**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS CORPORATION**

By   
Name: *Gilbert Guzman*  
Title: *VICE PRESIDENT AND TREASURER*

**NOVELIS PAE CORPORATION**

By   
Name: *Gilbert Guzman*  
Title: *VICE PRESIDENT AND TREASURER*

**NOVELIS FINANCES USA LLC**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS SOUTH AMERICA  
HOLDINGS LLC**

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be  
duly executed and delivered as of the date first above written.

**BORROWERS:**

**NOVELIS INC.**

By \_\_\_\_\_  
Name:  
Title:

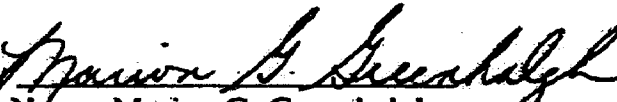
**NOVELIS CORPORATION**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS PAE CORPORATION**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS FINANCES USA LLC**

By   
Name: Marion G. Greenhalgh  
Title: President and Secretary

**NOVELIS SOUTH AMERICA  
HOLDINGS LLC**

By \_\_\_\_\_  
Name:  
Title:

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

ALUMINUM UPSTREAM HOLDINGS LLC

By *Leslie J. Parvett Jr.*  
Name: *Leslie J. Parvett Jr.*  
Title: *President*

NOVELIS UK LTD

By \_\_\_\_\_  
Name:  
Title:

NOVELIS AG

By \_\_\_\_\_  
Name:  
Title:

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

ALUMINUM UPSTREAM HOLDINGS LLC

By \_\_\_\_\_  
Name:  
Title:

NOVELIS UK LTD

By David S. Jackson  
Name: DAVID S. JACKSON  
Title: DIRECTOR

NOVELIS AG

By \_\_\_\_\_  
Name:  
Title:

ALUMINUM UPSTREAM HOLDINGS LLC

By \_\_\_\_\_  
Name:  
Title:

NOVELIS UK LTD

By \_\_\_\_\_  
Name:  
Title:

NOVELIS AG

By E. Faust  
Name: Erwin Faust  
Title: director

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

**GUARANTORS:**

**AV ALUMINUM INC.**

By Thomas W. LaBerge  
Name: Thomas W. LaBerge  
Title: Authorized Signatory

**NOVELIS CAST HOUSE TECHNOLOGY  
LTD.**

By \_\_\_\_\_  
Name:  
Title:

**4260848 CANADA INC.**

By \_\_\_\_\_  
Name:  
Title:

**4260856 CANADA INC.**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS NO. 1 LIMITED PARTNERSHIP**

By: 4260848 CANADA INC.  
Its: General Partner

By \_\_\_\_\_  
Name:  
Title:

**GUARANTORS:**


**AV ALUMINUM INC.**

By \_\_\_\_\_

Name:

Title:

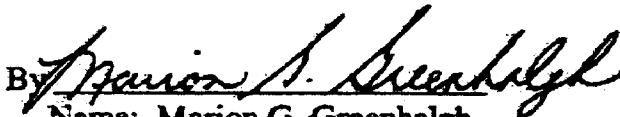
**NOVELIS CAST HOUSE  
TECHNOLOGY LTD.**

By 

Name: Marion G. Greenhalgh

Title: President and Secretary

**4260848 CANADA INC.**

By 

Name: Marion G. Greenhalgh

Title: President and Secretary

**4260856 CANADA INC.**

By 

Name: Marion G. Greenhalgh

Title: President and Secretary

**NOVELIS NO. 1 LIMITED  
PARTNERSHIP**

By: 4260848 CANADA INC.

Its: General Partner

By 

Name: Marion G. Greenhalgh

Title: President and Secretary

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

**NOVELIS EUROPE HOLDINGS LIMITED**

By D.S. John  
Name: DAVID S. JESSE  
Title: DIRECTOR

**NOVELIS SERVICES LIMITED**

By D.S. John  
Name: DAVID S. JESSE  
Title: DIRECTOR

**NOVELIS SWITZERLAND SA**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS TECHNOLOGY AG**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS DEUTSCHLAND GMBH**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS DO BRASIL LTDA**

By \_\_\_\_\_  
Name:  
Title:



FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

**NOVELIS EUROPE HOLDINGS LIMITED**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS SERVICES LIMITED**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS SWITZERLAND SA**

By E. Faust  
Name: *Erwin Faust*  
Title: *director*

**NOVELIS TECHNOLOGY AG**

By E. Faust  
Name: *Erwin Faust*  
Title: *director*

**NOVELIS DEUTSCHLAND GMBH**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS DO BRASIL LTDA**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS EUROPE HOLDINGS LIMITED**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS SERVICES LIMITED**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS SWITZERLAND SA**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS TECHNOLOGY AG**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS DEUTSCHLAND GMBH**

By \_\_\_\_\_  
Name: *GOTTFRIED WEINPL*  
Title: *MANAGING DIRECTOR*

**NOVELIS DO BRASIL LTDA**

By \_\_\_\_\_  
Name:  
Title:

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

**NOVELIS EUROPE HOLDINGS LIMITED**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS SERVICES LIMITED**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS SWITZERLAND SA**

By \_\_\_\_\_  
Name:  
Title:


**NOVELIS TECHNOLOGY AG**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS DEUTSCHLAND GMBH**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS DO BRASIL LTDA**

By   
Name:  
Title: Alexandre M. Almeida  
Presidente

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

NOVELIS MADEIRA, UNIPessoAL, LDA

By N.V. Madden  
Name: *N.V. Madden*  
Title: *Director*

NOVELIS LUXEMBOURG S.A.

By \_\_\_\_\_  
Name:  
Title:

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

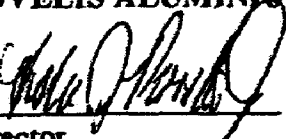
**NOVELIS MADEIRA, UNIPessoal, LDA**

By \_\_\_\_\_  
Name:  
Title:

**NOVELIS LUXEMBOURG S.A.**

By F. Wolff  
Name: F. Wolff  
Title:

GIVEN under the Common Seal of  
NOVELIS ALUMINIUM HOLDING COMPANY

  
\_\_\_\_\_  
Director


  
\_\_\_\_\_  
Director/Secretary

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT

NOVELIS PAE S.A.S.

By P. Charlier  
Name: P. CHARLIER  
Title: PRESIDENT

**LASALLE BUSINESS CREDIT, LLC, as  
resigning Funding Agent and resigning Collateral  
Agent**

By:   
Name: Peter M. Walther  
Title: First Vice President

**BANK OF AMERICA, N.A., as successor  
Funding Agent and successor Collateral Agent**


By: \_\_\_\_\_  
Name:  
Title:




**LASALLE BUSINESS CREDIT, LLC, as  
resigning Funding Agent and resigning Collateral  
Agent**

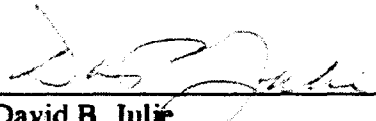
By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA, N.A., as successor  
Funding Agent and successor Collateral Agent**

By:  \_\_\_\_\_  
Name: **Andrew A. Doherty**  
Title: **Senior Vice President**

UBS AG, STAMFORD BRANCH

By:   
Name: Richard L. Tavrow  
Title: Director

By:   
Name: David B. Julie  
Title: Associate Director

General Electric Capital Corporation

By: Robert E. Kelly  
Name: Robert E. Kelly  
Title: Duly Authorized Signatory

WACHOVIA BANK, N.A.




By: \_\_\_\_\_  
Name: Joseph L White  
Title: Director

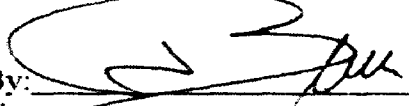
[National City Business Credit, Inc.]

By: Michael P. McNeirney  
Name: Michael P. McNeirney  
Title: Vice President

By: \_\_\_\_\_  
Name:  
Title:


CIT BUSINESS CREDIT CANADA INC.

By:   
Name: \_\_\_\_\_  
Title: **Nick Bassal**  
**Vice President**

By:   
Name: \_\_\_\_\_  
Title: **James Bruce**  
**Vice President**

FIRST AMENDMENT  
TO NOVELIS CREDIT AGREEMENT


[INSERT NAME OF LENDER]

By:   
Name: Jeremy Harrison  
Title: Director

Lloyds TSB  
Commercial Finance

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Wells Fargo Foothill, LLC

By:   
Name: Mark Bradford  
Title: Vice President

By: \_\_\_\_\_  
Name:  
Title:



NATIXIS

By:   
Name: Pieter van Tulder  
Title: Managing Director

By:   
Name: Paul Moisselin  
Title: Associate

**RBS BUSINESS CAPITAL a division of  
RBS ASSET FINANCE, INC.**

By: 

Name: John D. Bobbin

Title: Vice President

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

Name:

Title:

Allied Irish Banks p.l.c.

By:   
Name: **Mia Bolin**  
Title: **Assistant Vice President**


By:   
Name: **Martin Chin**  
Title: **Senior Vice President**

Citicorp North America, Inc.

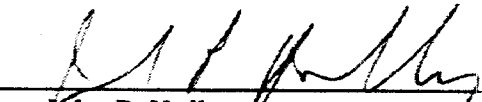
By:   
Name: Brian Y. Ike  
Title: Vice President

By: \_\_\_\_\_  
Name:  
Title:

HSBC Business Credit (USA) Inc.

By:   
Name: Thomas A. Getty, Jr.  
Title: Vice President

UPS Capital Corporation

By:   
Name: John P. Holloway  
Title: Director of Portfolio Management

PNC Bank, N.A.

By:   
Name: Ernest Wong  
Title: Vice President

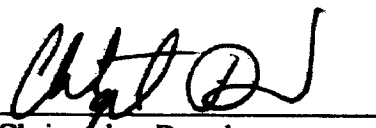
By: \_\_\_\_\_  
Name:  
Title:

BAYERISCHE LANDESBANK, NEW YORK  
BRANCH

By: 

Name: Stuart Schulman

Title: Senior Vice President


By: 

Name: Christopher Dowd

Title: Vice President




Siemens Financial Services, Inc.

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

Name: John Finore

Title: Vice President, Manager  
Working Capital Specialists

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

Name: Jim Fuller  
Title: VP & Co-Head



DEC 11 2008



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 17, 2008

PTAS



\*103534294A\*

TORYS LLP  
ATTN: JASON GILMAN  
79 WELLINGTON STREET WEST, SUITE 3000  
BOX 270  
TORONTO, ONTARIO M5K 1N2

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103534294

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
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571-272-3350.

- 1. NO EXECUTION DATE LISTED ON THE COVER SHEET.

LAZENA MARTIN, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION



**TORYS**  
LLP

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Suite 3000  
79 Wellington St. W.  
Box 270, TD Centre  
Toronto, Ontario  
M5K 1N2 Canada  
Tel 416.865.0040  
Fax 416.865.7380

www.torys.com

December 15, 2008

**VIA COURIER**

Assignment Recordations  
CUSTOMER SERVICE WINDOW  
MAIL STOP - ASSIGNMENT RECORDATION SERVICES  
United States Patent and Trademark Office  
Randolph Building  
401 Dulany Street  
Alexandria, VA  
U.S.A. 22314

Dear Commissioner:

**Re: Resubmission of Collateral Agent Substitution Document  
Document ID No.: 103534294A  
Original Date of Filing: September 19, 2008**

Further to the Office Notice dated November 17, 2008 having Document ID No. 103534294A, (copy enclosed), please find enclosed a corrected submission. This submission is made within 30 days from the date of the Notice in compliance with 37 C.F.R. 3.51 to maintain the original date of filing.

In the enclosed corrected submission, the Recordation Form Cover Sheet has been corrected to include the execution date of the collateral agent substitution. A copy of the collateral agent substitution document as originally submitted on September 19, 2008 is also enclosed.

Please charge the total registration fee of \$590.00 to our credit card as per the enclosed credit card payment Form PTO-2038. Please charge any deficiency, or credit any overpayment, to deposit account no. 50-2651 in the name of Torys LLP (Customer No. 33,721).

In view of the enclosed corrected cover sheet, please kindly proceed to record the collateral agent substitution document to have the original date of filing of September 19, 2008. Any telephone inquiry regarding this submission can be directed to Jason Gilman at 416.865.7529.

Yours truly,

Jason L. Gilman

Tel 416.865.7529  
jgilman@torys.com

JLG  
Encl.