

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novelis Brand LLC		10/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	United States branch of a Swiss bank: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3120057	NOVELIS	
Registration Number:	3119944	NOVELIS	
Registration Number:	3457730	NOVELIS KING CAN	
Serial Number:	77600261	NOVELIS FUSION	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Sigrid E. Neilson		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	698510/0147		

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**TRADEMARK
 REEL: 004016 FRAME: 0620**

NAME OF SUBMITTER:	Sigrid E. Neilson
Signature:	/Sigrid E. Neilson/
Date:	07/02/2009
Total Attachments: 6 source=Novelis Brand LLC Trademark Security Agreement (Term)#page1.tif source=Novelis Brand LLC Trademark Security Agreement (Term)#page2.tif source=Novelis Brand LLC Trademark Security Agreement (Term)#page3.tif source=Novelis Brand LLC Trademark Security Agreement (Term)#page4.tif source=Novelis Brand LLC Trademark Security Agreement (Term)#page5.tif source=Novelis Brand LLC Trademark Security Agreement (Term)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2008 ("Trademark Security Agreement"), by NOVELIS BRAND LLC, a Delaware limited liability company, located at 191 Evans Avenue, Toronto, Ontario, M8Z 1J5, Canada (in such capacity, the "Assignor") in favor of UBS AG, STAMFORD BRANCH, a United States branch of a Swiss bank located at 677 Washington Boulevard, Stamford, CT 06901, in its capacity as Collateral Agent pursuant to the Credit Agreement (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is a party to a Security Agreement dated July 6, 2007 (the "Security Agreement") in favor of the Assignee pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement with respect to Trademarks (as defined below) that Assignor acquires after the date of the Security Agreement; and

WHEREAS, Assignor has acquired all right title and interest in certain Trademarks pursuant to an International Trademarks Transfer Agreement, dated October 1, 2008, between Novelis No. 1 Limited Partnership and Assignor.

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 the Assignee hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, collectively, all trademarks (including service marks and certification marks), slogans, logos, certification marks, trade dress, Internet Domain Names, corporate names and trade names, whether registered or unregistered (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) rights corresponding thereto throughout the world and (vii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Assignor in, to and under the following property, wherever located, and

whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all Trademarks of such Assignor, including, without limitation, the registered and applied-for United States Trademarks of such Assignor listed on Schedule I attached hereto; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

SECTION 4. Recordation. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan under the Credit Agreement shall have expired or been sooner terminated in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement the Pledged Trademark Collateral shall be released from the Lien of this Trademark Security Agreement and, upon the request and at the sole cost and expense of the Assignor, the Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing in recordable form releasing the Pledged Trademark Collateral from the Lien of this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

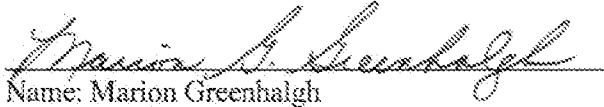
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 8. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ASSIGNEE, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

NOVELIS BRAND LLC

By: 
Name: Marion Greenhalgh
Title: President

Trademark Security Agreement (Term Loan)

TRADEMARK
REEL: 004016 FRAME: 0625

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Assignee

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: [Signature]
Name: Iqbal R. Ojha
Title: Associate Director
Banking Products
Services, US

Trademark Security Agreement (Term Loan)

SCHEDULE I

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations and Applications:

MARK	REGISTRATION NUMBER (SERIAL NO.)	DATE REGISTERED (DATE FILED)	RECORD OWNER
Novelis (and device)	3,120,057	7/25/06	Novelis Brand LLC
Novelis	3,119,944	7/25/06	Novelis Brand LLC
Novelis King Can	3,457,730	7/1/08	Novelis Brand LLC
Novelis Fusion	(77/600,261)	(10/24/08)	Novelis Brand LLC