

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 Inc.		09/18/2008	CORPORATION: CANADA
Novelis No. 1 Limited Partnership		09/18/2008	LIMITED PARTNERSHIP: CANADA
Novelis Cast House Technology Ltd.		09/18/2008	CORPORATION: CANADA

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: 3

Property Type	Number	Word Mark
Serial Number:	77321160	NOVELIS KING CAN
Serial Number:	77324627	NOVELIS FUSI8N
Serial Number:	77387483	NOVALTREAD

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: kellie.weilbrenner@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLC
 Address Line 1: Four Times Square
 Address Line 2: Attn: Sigrid E. Neilson, Esq.
 Address Line 4: New York, NEW YORK 10036

CH \$90.00 77321160

ATTORNEY DOCKET NUMBER:	698510/0147
NAME OF SUBMITTER:	Sigrid E. Neilson
Signature:	/Sigrid E. Neilson/
Date:	07/02/2009
Total Attachments: 8 source=Supplemental Intellectual Property Security Agreement (Term)#page1.tif source=Supplemental Intellectual Property Security Agreement (Term)#page2.tif source=Supplemental Intellectual Property Security Agreement (Term)#page3.tif source=Supplemental Intellectual Property Security Agreement (Term)#page4.tif source=Supplemental Intellectual Property Security Agreement (Term)#page5.tif source=Supplemental Intellectual Property Security Agreement (Term)#page6.tif source=Supplemental Intellectual Property Security Agreement (Term)#page7.tif source=Supplemental Intellectual Property Security Agreement (Term)#page8.tif	

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Canadian Grantors)

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 18, 2008 ("IP Security Agreement"), by NOVELIS INC., a corporation formed under the Canada Business Corporations Act, having its business address at 3399 Peachtree Road NE, Suite 1500, Atlanta, GA 30326, NOVELIS NO. 1 LIMITED PARTNERSHIP, a Canadian limited partnership, having its business address at 2040 Fay Street, Jonquiere, QC, G7S 4K6, Canada, and NOVELIS CAST HOUSE TECHNOLOGY LTD., a corporation formed under the Canada Business Corporations Act, having its business address at 191 Evans Avenue, Toronto, ON, M5Z 1J5, Canada (each individually, an "Assignor", and, collectively, the "Assignors"), 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 Assignors are party to a Security Agreement dated as of July 6, 2007 (the "Security Agreement") in favor of the Assignee and Assignors are executing and delivering this IP Security Agreement in order to record the interest of Assignee in the IP Collateral (as defined below) in the United States Patent and Trademark Office (the "PTO") and the United States Copyright Office;

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

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein that are defined in the Security Agreement shall have the meanings given to them in the Security Agreement. For purposes of this IP Security Agreement: (a) "Patents" means, collectively, all present and future U.S. patents and U.S. patent applications currently held or to be acquired by the Assignors, including all licenses with respect to U.S. patents of (or licensed by) each Assignor; (b) "Trademarks" means, collectively, all present and future U.S. trademarks and U.S. service marks (whether registered or unregistered) and U.S. trademark and service mark applications and registrations currently held or to be acquired by the Assignors; except any U.S. trademark and service mark application filed in the PTO on the basis of an Assignor's intent-to-use such mark, in each case, unless and until evidence of the use of such trademark in interstate commerce is submitted to and accepted by the PTO; (c) "Copyrights" means, collectively, all present and future U.S. copyrights (whether statutory or common law, whether registered or unregistered and whether published or unpublished), and U.S. copyright applications and registrations, currently held or to be acquired by the Assignors, and (d) "U.S." means established under United States law, including the law of any state, territory or political subdivision within the United States.

SECTION 2. Grant of Security Interest in IP Collateral. As collateral security for the prompt and punctual payment in full of the Secured Obligations, each 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 "IP Collateral");

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

(b) the goodwill of the business connected with the use of and symbolized by any and all Trademarks;

(c) the Patents of such Assignor, including without limitation, the patents and patent applications of such Assignor listed on Schedule I hereto; and

(d) the Copyrights of such Assignor, including without limitation, the registered copyrights of such Assignor listed on Schedule I hereto.

(e) rights and privileges arising under the laws of the U.S. with respect to the use of any of the foregoing; all reissues, re-examinations, divisions, continuations, continuations-in-part, extensions, and renewals thereof and all amendments thereto; 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, and rights to sue for past, present and future infringements, dilutions or other violations thereof.

(f) 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, 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.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this IP Security Agreement is granted in conjunction with the interest granted to the Assignee pursuant to the Security Agreement, and Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the interest in the IP Collateral made and granted hereby are in addition to, and as more fully set forth in, the Security Agreement;

SECTION 4. Recordation. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks and the United States Copyright Office record this IP Security Agreement.

SECTION 5. Termination. When all the Secured Obligations have been paid and performed in full, and any and all other conditions for termination of the Security Agreement have been satisfied (or the Security Agreement sooner terminated), this IP Security Agreement shall terminate and the IP Collateral shall be released from the lien and security interest of this IP Security Agreement. At the sole cost and expense of the Assignors, the Assignee shall execute, acknowledge, and deliver to the Assignors an instrument in writing in recordable form, evidencing such termination and release.

SECTION 6. Counterparts. This IP 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 IP Security Agreement by telecopier shall be effective as delivery of a manually executed counterpart.

SECTION 7. Governing Law. This IP 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 COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JULY 6, 2007 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**", AMONG NOVELIS INC., A CORPORATION FORMED UNDER THE CANADA BUSINESS CORPORATIONS ACT, NOVELIS CORPORATION, A TEXAS CORPORATION, NOVELIS PAE CORPORATION, A DELAWARE CORPORATION, NOVELIS BRAND LLC, A DELAWARE LIMITED LIABILITY COMPANY, NOVELIS SOUTH AMERICA HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, ALUMINUM UPSTREAM HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, NOVELIS UK LTD, A LIMITED LIABILITY COMPANY INCORPORATED UNDER THE LAWS OF ENGLAND AND WALES WITH REGISTERED NUMBER 00279596, AND NOVELIS AG, A STOCK CORPORATION (AG) ORGANIZED UNDER THE LAWS OF SWITZERLAND, AV ALUMINUM INC., A CORPORATION FORMED UNDER THE CANADA BUSINESS CORPORATIONS ACT ("**HOLDINGS**"), THE SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO, ABN AMRO BANK N.V., AS ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), BANK OF AMERICA, N.A., AS SUCCESSOR TO LASALLE BUSINESS CREDIT, LLC, AS COLLATERAL AGENT (BANK OF AMERICA, N.A., IN ITS CAPACITY AS SUCCESSOR COLLATERAL AGENT BY VIRTUE OF THAT CERTAIN FIRST AMENDMENT TO CREDIT AGREEMENT AND AGENTS' RESIGNATION AND APPOINTMENT DATED SEPTEMBER 18, 2008, THE "**COLLATERAL AGENT**") FOR THE REVOLVING CREDIT CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND AS FUNDING AGENT, ABN AMRO BANK N.V., CANADA BRANCH, AS CANADIAN ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS AND AS CANADIAN FUNDING AGENT, UBS AG, STAMFORD BRANCH, AS ADMINISTRATIVE AGENT FOR THE TERM LOAN LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND AS COLLATERAL AGENT FOR THE TERM LOAN CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO

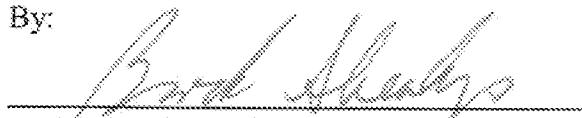
TIME. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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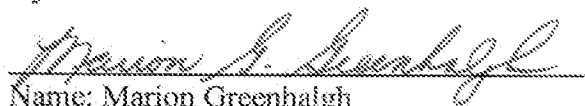
IN WITNESS WHEREOF, each Assignor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

NOVELIS INC.

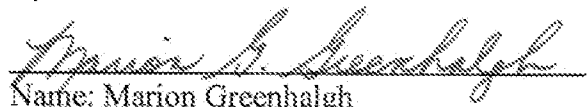
By:


Name: Brock Shealy
Title: General Counsel, Corporate Compliance
Officer and Global IT Leader

NOVELIS NO. 1 LIMITED PARTNERSHIP,
by 4260848 Canada Inc., its General Partner
By:


Name: Marion Greenhalgh
Title: President

NOVELIS CAST HOUSE TECHNOLOGY LTD.
By:


Name: Marion Greenhalgh
Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH
as Assignee

By: _____
Name:
Title:

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

NOVELIS INC.

By:

Name:

Title:

NOVELIS NO. 1 LIMITED PARTNERSHIP

By:

Name:

Title:

NOVELIS CAST HOUSE TECHNOLOGY LTD.

By:

Name:

Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Assignee

By: Mary E. Evans

Name:

Title:

Mary E. Evans
Associate Director
Banking Products
Services, US

By: Iija R. Otse

Name:

Title:

Iija R. Otse
Associate Director
Banking Products
Services, US

Supplemental Intellectual Property Security Agreement

**SCHEDULE 1
to
I P AGREEMENT**

UNITED STATES PATENTS:

Registrations:

None.

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Novelis Inc.	11/786,840	Cladding superplastic alloys
Novelis Inc.	11/807,456	Apparatus and method for coil cooling
Novelis Inc.	11/827,163	Reclosable metal beverage can
Novelis Inc.	11/827,693	Method for suppressing reaction of molten metals with refractory materials
Novelis Inc.	11/884,572	Method Of And Molten Metal Feeder For Continuous Casting
Novelis Inc.	11/980,283	Forming of metal container bodies
Novelis Inc.	11/982,607	Roll embossing of discrete features
Novelis Inc.	12/002,989	Method of and apparatus for conveying molten metals while providing heat thereto
Novelis Inc.	11/975,926	Can body forming in a single operation
Novelis Inc.	12/072,029	Co-casting of metals by direct chill casting
Novelis Inc.	60/966,603	Reverse Taper Embodiment
Novelis Inc.	11/995023	Foil Alloy 8MN
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.	61/063187	Method to alleviate die necking
Novelis Inc./Nippon Light Metal Company Ltd./Honda Giken Kogyo Kabushiki Kai- sha	11/914,163	Aluminum alloy sheet and method for manufacturing the same

Licensed Patents:

None.

UNITED STATES TRADEMARKS:

Registrations:

None.

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Novelis No. 1 Limited Partnership	77/321,160	United States of America	NOVELIS KING CAN
Novelis No. 1 Limited Partnership	77/324,627	United States of America	NOVELIS FUSI8N
Novelis No. 1 Limited Partnership	77/387,483	United States of America	NOVALTREAD

UNITED STATES COPYRIGHTS:

None.