

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NOVELIS PAE S.A.S.		12/17/2010	societe par actions simplifiee: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	135 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1744280	ALPUR	
<b>Registration Number:</b>	2490097	JUMBO 3CM	
<b>CORRESPONDENCE DATA</b>			
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<b>NAME OF SUBMITTER:</b>	Maurice B. Pilosof		
<b>Signature:</b>	/Maurice B. Pilosof/		
<b>Date:</b>	03/15/2011		

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**Total Attachments: 24**

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December 17, 2010

AMONG

NOVELIS PAE S.A.S.  
as Chargor

BANK OF AMERICA, N.A.  
as French Collateral Agent and Beneficiary

and

THE TERM LOAN SECURED PARTIES AND  
THE REVOLVING CREDIT SECURED PARTIES  
as Beneficiaries

*This Agreement is entered into with the benefit of and subject to the terms of an  
Intercreditor Agreement dated December 17, 2010*

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CHARGE OVER BUSINESS  
(ACTE DE NANTISSEMENT DE FONDS DE COMMERCE)

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TRADEMARK  
REEL: 004497 FRAME: 0906



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*DN*  
*PK*

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*Handwritten initials/signature*

**THIS AGREEMENT IS MADE BY AND AMONG:**

1. **NOVELIS PAE S.A.S.**, a French *société par actions simplifiée* having its registered office at 725 rue Aristide Bergès, 38340 Voreppe, France, registered with the Grenoble Trade and Companies Register under number 421 528 555, represented by a duly authorized signatory for the purpose of this Agreement (as "**Chargor**");
2. **BANK OF AMERICA N.A.**, a company having its principal place of business at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (United States of America), acting in its capacity as French Collateral Agent (as defined below) on its own behalf and for its own account and for the account and on behalf of the Beneficiaries (as defined below) (the "**French Collateral Agent**");
3. **THE TERM LOAN SECURED PARTIES** (including Bank of America, N.A., in its capacity as Term Loan Collateral Agent under the parallel debt provisions set forth in the Term Loan Agreement and any person which may from time to time become a Term Loan Secured Party in accordance with the provisions of the Term Loan Credit Agreement) (as each of these capitalized terms is defined below), represented by the French Collateral Agent for the purposes of this Agreement;
4. **THE REVOLVING CREDIT SECURED PARTIES** (including Bank of America, N.A. in its capacity as Revolving Credit Collateral Agent under the parallel debt provisions set forth in the Revolving Credit Agreement and any person which may from time to time become a Revolving Credit Secured Party in accordance with the provisions of the Revolving Credit Agreement) (as each of these capitalized terms is defined below), represented by the French Collateral Agent for the purposes of this Agreement.

**WHEREAS:**

- (A) Pursuant to the Term Loan Credit Agreement, the Lenders have agreed to extend credit to the Borrower in the form of Loans on the terms referred to in the Term Loan Credit Agreement and for the purposes therein mentioned (as each of these capitalized terms is defined in the Term Loan Credit Agreement).
- (B) Pursuant to clause 11.24 (*Parallel Debt*) of the Term Loan Credit Agreement, the Chargor has undertaken to pay the Term Loan Collateral Agent (as defined in the Intercreditor Agreement) as a separate and independent obligation an amount equal to, and in the currency of, each amount owed by it to the Term Loan Secured Parties under the Term Loan Credit Agreement and the other Loan Documents (as defined below).
- (C) Pursuant to the Revolving Credit Agreement, the Lenders and the Issuing Banks have agreed to extend credit in the form of Loans or Letters of Credit on the terms referred to in the Revolving Credit Agreement and for the purposes therein mentioned (as each of these capitalized terms is defined in the Revolving Credit Agreement).
- (D) Pursuant to clause 11.24 (*Parallel Debt*) of the Revolving Credit Agreement, the Chargor has undertaken to pay the Revolving Credit Collateral Agent (as defined in the Intercreditor Agreement) as a separate and independent obligation an amount

equal to, and in the currency of, each amount owed by it to the Revolving Credit Secured Parties under the Revolving Credit Agreement and the other Loan Documents (as defined below).

- (E) Pursuant to the Term Loan Credit Agreement, it is a condition precedent to the availability of the facilities under the Term Loan Credit Agreement that the Chargor as security for the due performance of the Term Loan Secured Obligations (as defined below) grants for the benefit of the Term Loan Collateral Agent and the other Term Loan Secured Parties a first priority charge over its business (*fonds de commerce*).
- (F) Pursuant to the Revolving Credit Agreement, it is a condition precedent to the Credit Extension (as defined in the Revolving Credit Agreement) that the Chargor as security for the due performance of the Revolving Credit Secured Obligations (as defined below) grants for the benefit of the Revolving Credit Collateral Agent and the other Revolving Credit Secured Parties a second priority charge over its business (*fonds de commerce*).
- (G) Pursuant to the Appointment Agreement, the Beneficiaries have appointed the French Collateral Agent in order that the French Collateral Agent be entitled to register, perform and enforce any security interest (*sûreté réelle*) granted by the Chargor in accordance with Article 2328-1 of the French *Code Civil*.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

- (a) In this Agreement (including the recitals), unless otherwise specified, capitalized terms and expressions shall have the meaning given to them in the Clause or paragraph of this Agreement where they first appear.
- (b) The following terms and expressions shall have the meaning given to them below:

"**Agreement**" (or "*Acte de Nantissement*") means this agreement (*acte de nantissement de fonds de commerce*) together with the schedules hereto, as amended or supplemented from time to time.

"**Appointment Agreement**" means that certain agreement dated on or about the date hereof by and between, among others, Bank of America, N.A., as Revolving Credit Administrative Agent and Revolving Credit Collateral Agent and Bank of America, N.A., as Term Loan Administrative Agent and Term Loan Collateral Agent, Novelis Inc. as Administrative Borrower and Novelis PAE S.A.S. (as each of these capitalized terms is defined in the Intercreditor Agreement) (as the same may be amended, restated, supplemented or otherwise modified from time to time).

"**Beneficiaries**" (or "*Bénéficiaires*") means:

- (i) Bank of America as Term Loan Collateral Agent and Revolving Loan Collateral Agent,

(ii) the other Term Loan Secured Parties, and

(iii) the other Revolving Credit Secured Parties.

**"Charge"** means the charge over the Charged Business (*nantissement de fonds de commerce*) as defined in Clause 2 (Charge) of this Agreement.

**"Charged Business"** means the on-going business of the Chargor as defined in Clause 4 of this Agreement.

**"Discharge Date"** means the date of the occurrence of the Discharge of Senior Lien Secured Obligations, as defined in the Intercreditor Agreement.

**"Event of Default"** (or "*Cas de Défaute*") means an "Event of Default" as defined in the Term Loan Credit Agreement or an "Event of Default" as defined in the Revolving Credit Agreement, as applicable.

**"French Collateral Agent"** (or "*Agent des Sûretés Français*") means BANK OF AMERICA N.A., or any person which becomes French Collateral Agent in accordance with the provisions of the Term Loan Credit Agreement or the Revolving Credit Agreement, as applicable.

**"Intercreditor Agreement"** shall mean that certain Intercreditor Agreement dated as of the date hereof by and among the parties thereto, the Administrative Agent, the Collateral Agent, the Administrative Agent under the Revolving Credit Agreement and the Collateral Agent under the Revolving Credit Agreement, and such other persons as may become party thereto from time to time pursuant to the terms thereof, as the same may be amended, restated, supplemented or otherwise modified from time to time.

**"Loan Documents"** shall have the meaning set forth in the Term Loan Credit Agreement and the Revolving Credit Agreement, as applicable.

**"Loan Parties"** means the persons designated as Loan Parties under the Term Loan Credit Agreement and the Revolving Credit Agreement.

**"Intellectual Property Rights"** means the intellectual property rights listed in Schedule 1 hereto as well as any other intellectual property rights now owned or later acquired by the Chargor from time to time during the term of this Agreement.

**"Premises"** means the premises listed in Schedule 2 on which the Charged Business is operated by the Chargor.

**"Revolving Credit Agreement"** (or "*Convention de Crédit Revolving*") means the Credit Agreement dated on or about the date of this Agreement (as amended, restated or otherwise modified from time to time) between, amongst others, Novelis Inc., as "Parent Borrower", Novelis Corporation, as "U.S. Borrower", and the other U.S. Subsidiaries of Parent Borrower party thereto as "U.S. Borrowers", Novelis UK Ltd, as "U.K. Borrower", Novelis AG, as "Swiss Borrower", AV METALS INC., as "Parent Guarantor", the "Other Guarantors" party thereto, the lenders party thereto, and Bank of America, N.A., as "Issuing Bank", "U.S. Swingline Lender", "Administrative Agent" and "Collateral Agent" (all as defined therein).



**"Revolving Credit Secured Obligations"** means the "Secured Obligations" as defined in the Revolving Credit Agreement, including all present and future obligations and liabilities of the Chargor as a Loan Party to the Revolving Credit Collateral Agent under clause 11.24 (*Parallel Debt*) of the Revolving Credit Agreement. For the avoidance of doubt, the Revolving Credit Secured Obligations shall be limited pursuant to section 7.15 (*French Guarantor*) of the Revolving Credit Agreement.

**"Revolving Credit Secured Parties"** means, collectively, the Revolving Credit Claimholders (as defined in the Intercreditor Agreement).

**"Secured Obligations"** (or "*Obligations Garanties*") means the Revolving Credit Secured Obligations and the Term Loan Secured Obligations.

**"Security Interest"** means any mortgage, pledge, lien charge (whether fixed or floating), assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

**"Security Period"** means the period beginning on the date hereof and ending on the Discharge Date.

**"Term Loan Credit Agreement"** (or "*Convention de Prêt à Terme*") means the Credit Agreement dated on or about the date of this Agreement (as amended, restated, supplemented or otherwise modified from time to time) between, amongst others, Novelis Inc., as "Borrower", AV METALS INC., as "Holdings", the "Other Guarantors" party thereto, the lenders party thereto and Bank of America, N.A. as "Administrative Agent" and "Collateral Agent" (all as defined therein).

**"Term Loan Secured Obligations"** means the "Secured Obligations" as defined in the Term Loan Credit Agreement, including all present and future obligations and liabilities of the Chargor as a Loan Party to the Term Loan Collateral Agent under clause 11.24 (*Parallel Debt*) of the Term Loan Credit Agreement. For the avoidance of doubt, the Term Loan Secured Obligations shall be limited pursuant to section 7.15 (*French Guarantor*) of the Term Loan Credit Agreement.

**"Term Loan Secured Parties"** means, collectively, the Term Loan Secured Parties (as defined in the Intercreditor Agreement).

- (c) Capitalized terms used in this Agreement (including the recitals) and not otherwise defined herein shall have the meaning ascribed thereto in the Term Loan Credit Agreement or the Revolving Credit Agreement, as the context may require, and shall be interpreted and construed in accordance therewith.

## 1.2 Construction

- (a) In this Agreement, unless the contrary intention appears, a reference to:
- (i) "assets" includes properties, business, undertakings, revenues and rights of every description present, future and contingent (including uncalled share capital) and every kind of interest in an asset;

- (ii) "**authorization**" means an authorization, consent, approval, license, exemption, filing, notarization or registration;
  - (iii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (iv) a "**regulation**" includes any regulation, rule, order, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organization;
  - (v) a "**Clause**" or a "**Schedule**" is, unless otherwise specified, a reference to a clause or a schedule to this Agreement;
  - (vi) a provision of a law is a reference to that provision as applied, amended or re-enacted;
  - (vii) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any grouping (whether or not having separate legal personality) or two or more of the foregoing;
  - (viii) a "**successor**" of a person includes its permitted assignees, persons subrogated to its rights and any persons who, under the laws of its jurisdiction of incorporation or domicile, succeeds to its rights and obligations under this Agreement by operation of law (in particular by virtue of a *fusion* or *apport partiel d'actifs*);
  - (ix) a time of day is a reference to Paris time;
  - (x) words importing the plural shall include the singular and *vice versa*;
  - (xi) a party to this Agreement or other person includes, unless otherwise provided in this Agreement, such party's or person's permitted successors, assignees, transferees or substitutes;
  - (xii) an "agreement" or "document" is a reference to that agreement or document as amended, varied, novated or supplemented from time to time.
- (b) The index to and the headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.
- (c) An Event of Default is continuing if it has not been remedied or waived.
- (d) Any reference to the French Collateral Agent shall be deemed as a reference to the French Collateral Agent acting in its own name and for its own account and in the name and for the account of the Beneficiaries in accordance with the provisions of the Loan Documents. Any reference to the Collateral Agent shall be deemed a reference to the Term Loan Collateral Agent and the Revolving Credit Collateral Agent (as defined in the Intercreditor Agreement).

- (e) In the event of a direct conflict between the terms and provisions contained in this Agreement and the terms and provisions contained in the Term Loan Credit Agreement or the Revolving Credit Agreement, it is the intention of the parties hereto that such terms and provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Term Loan Credit Agreement or the Revolving Credit Agreement, as applicable, shall govern and control.
- (f) This Agreement is entered into with the benefit of and subject to the terms of the Intercreditor Agreement. 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.
- (g) This Agreement is designated a Loan Document for the purposes of the Term Loan Credit Agreement and the Revolving Credit Agreement.

## 2. CHARGE

As security for the full payment, discharge and performance by the Chargor of the Secured Obligations, the Chargor hereby creates in favor of the French Collateral Agent for the benefit of the Collateral Agent and the other Beneficiaries a Security Interest over the Charged Business (*nantissement de fonds de commerce*) pursuant to the provisions of Article L. 142-1 *et seq.* of the French Commercial Code (*Code de commerce*).

## 3. PRESERVATION OF SECURITY

### 3.1 Continuing security

The Security Interest (*nantissement*) constituted by the Charge created hereby shall extend until the Discharge Date.

### 3.2 Additional security

This Agreement and the Charge created hereby are in addition and without prejudice to any other guarantees or security interests existing or to be created or granted either by the Chargor or any other person pursuant to the terms of the Loan Documents.

### 3.3 Security transfer

In the event of any assignment, transfer, novation or disposal of a part or all of its rights and obligations by any Beneficiary under each and any of the Loan Documents to which such Beneficiary is a party, such Beneficiary hereby expressly maintains, which the Chargor accepts, all its rights and privileges hereunder for the benefit of its successor, in accordance with the terms of Article 1278 of the French Civil Code (*Code civil*) so that the Charge herein created will secure the Secured Obligations to the benefit of such successor, without further formalities.

### 3.4 Amendment to the Loan Documents or the Secured Obligations



This Agreement and the Charge created hereby is irrevocable and will remain in force until the Discharge Date notwithstanding any amendment, restatement, renewal or extension of the term of the Term Loan Credit Agreement, the Revolving Credit Agreement or any other Loan Document, or any waiver thereunder or any change in the amount of credit granted pursuant to the Loan Documents.

#### 4. DESCRIPTION OF THE CHARGED BUSINESS

- (a) The security hereby granted is in respect of all of the tangible and intangible assets comprised in the Charged Business.
- (b) The Charged Business is operated by the Chargor at its main office (*établissement principal*) located at 725 rue Aristide Bergès, 38340 Voreppe, France, listed in Schedule 2, for which the Chargor is registered with the Trade and Companies Registry of Grenoble under number 421 528 555.
- (c) The Charged Business comprises:
  - (i) the business sign (*enseigne*) and the business name (*nom commercial*) under which the Charged Business is operated;
  - (ii) all present and future Intellectual Property Rights throughout the world including licenses over such Intellectual Property Rights (the "**Charged Intellectual Property Rights**"), owned, held or used by the Chargor in connection with the operation of the Charged Business, including all patents, trademarks and service marks, trade names, copyrights, drawings, trade secrets, patterns and domain names, whether or not registered, together with all registrations and applications to register the same, including the Intellectual Property Rights listed in Schedule 1 and all income fees, royalties, damages and payments now or hereafter due and payable with respect thereto and rights to sue for past and present or future infringements, dilutions or other violations thereof;
  - (iii) the know-how (including, but not limited to, all manufacturing methods and processes, technical information and corresponding documentation) from time acquired by the Chargor in connection with its business activities;
  - (iv) customers (*clientèle*) and goodwill relating to the Charged Business (*achalandage*);
  - (v) all furniture (*meublier*), equipment (*matériel*), materials and tools (*outillage*), which at present or in the future form part of, and are used in connection with, the Charged Business and all additions, replacements or modifications which may occur hereafter to any of these items. A list of all furniture, equipment, materials and tools which form part of the Charged Business as of the date hereof is set forth in Schedule 3 hereto;
  - (vi) leasehold rights (*droits au bail*) relating to the Premises, and the Charge shall extend to (i) any renewals or extensions thereof, (ii) the rental of any new premises on which the Charged Business shall be operated, and (iii) those premises to which the operation of the Charged Business may subsequently be

transferred, subject to the prior written agreement of the French Collateral Agent; and

- (vii) all software licences (droits d'exploitation de logiciels).
- (d) The rights of the French Collateral Agent and the Beneficiaries shall extend to all insurance indemnities and other indemnities resulting from a requisition or expropriation, and any other damages or payment which may be substituted by way of subrogation for all or any part of the constituents of the Charged Business. As further security, the Chargor undertakes to the French Collateral Agent and the Beneficiaries to carry out, at its own expenses, all the formalities that may be necessary or useful to make the charge on these indemnities and receipts enforceable against third parties.
- (e) The Chargor delivered to the French Collateral Agent a copy of a registry of security interests (*état des inscriptions*) in connection with the Charged Business as of December 8, 2010.

## 5. INSURANCE

### 5.1 Tangible assets

The Chargor represents that, as at the date hereof, the tangible assets used in connection with the Charged Business are insured, in accordance with the Chargor's standard business practice and to the extent required under the Loan Documents, by Zurich Insurance Ireland LTD France represented by Marsh SA under insurance policy number 00008302750D.

### 5.2 Event of Default

In the event that an Event of Default has occurred, the French Collateral Agent shall notify the insurance company mandated to insure the Charged Business, in order to oppose payment (*faire opposition*) of the insurance indemnities to the Chargor.

### 5.3 Subrogation of the Beneficiaries in the Event of a Claim

In case of damages incurred on any of the tangible assets of the Charged Business, the French Collateral Agent and the Beneficiaries shall be subrogated in all rights and privileges of the Chargor arising from any insurance indemnities related to the Charged Business, without requiring any specific delegation, pursuant to Article L. 121-13 of the French Insurance Code (*Code des assurances*), and shall be able, in the event of an Event of Default, to recover the said indemnities directly, up to the amount that is due to the French Collateral Agent and the Beneficiaries in respect of the Secured Obligations.

## 6. REPRESENTATIONS AND WARRANTIES

### 6.1 Representations and Warranties

- (a) The Chargor hereby represents and warrants to the French Collateral Agent and the Beneficiaries that:

- (i) the Chargor is a *société par actions simplifiée* duly incorporated and validly existing under the laws of France;
- (ii) the entry into, execution, delivery and performance by the Chargor of this Agreement have been duly authorized by the relevant corporate bodies and all necessary steps have been taken to ensure such a result;
- (iii) each obligation of the Chargor under the Agreement constitutes a valid undertaking enforceable in accordance with the terms hereof subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other laws affecting creditors' rights generally;
- (iv) the entry into and delivery of and the exercise of its rights and the performance of its obligations under this Agreement do not breach or conflict with its by-laws (*statuts*) nor with the provisions of any agreement to which it is a party or the applicable laws or regulations;
- (v) the Chargor does not benefit from any immunity of jurisdiction or enforcement (including, without limitation, any immunity permitting it to escape any protective measures or means of enforcement), whether for itself or for one of its assets;
- (vi) the Chargor is not in a situation of suspension of payment (*cessation des paiements*) and no action, measure or proceedings whatsoever have been taken or commenced or, to the Chargor's knowledge, contemplated by any person for the purpose of (a) carrying out or requesting the suspension of payments, dissolution, judicial reorganization (*procédure de sauvegarde* or *redressement judiciaire*) or judicial liquidation or appointment of an official receiver or a conciliator of the Chargor or one of its assets or (b) opening, negotiating and/or instituting any out-of-court conciliation (amicable conciliation, *ad hoc* mandate) relating to the Chargor's debts or any procedure of the same type or having the same purpose as provided for by the law n°2005-845 of July 26, 2005 on the safeguard of companies;
- (vii) the Chargor is the registered owner of the Charged Business and of its constitutive assets, and the registered holder of the licenses included in the Charged Business, its operations having started on December 31, 2004, on the premises located 725 rue Aristide Bergès, 38340 Voreppe, France;
- (viii) the Charged Business is insured for an adequate amount in accordance with the terms of the Loan Documents;
- (ix) the Charged Business and the assets forming part of the Charged Business are not subject, at the date hereof, to any Security Interest which is not permitted under the Loan Documents;
- (x) once the requisite formalities have been complied with, the Charge created by this Agreement shall constitute a Security Interest over the Charged Business (conferring upon the Beneficiaries the lien set forth in articles L. 142-1 and *seq.* of the French *Code de commerce*), valid, binding and enforceable against the Chargor and third parties, to secure the Secured Obligations, subject to

applicable bankruptcy, insolvency, reorganisation, moratorium or other laws affecting creditors' rights generally;

- (xi) subject to Clause 17 hereunder, any licenses or permits, and any opinions, registrations or approvals required by any governmental authority whatsoever, necessary for the execution, validity or effectiveness of this Agreement have been obtained, put into place and are in full force;
- (xii) the Charged Business constitutes the only business asset of the Chargor. As of the date hereof, there are no other assets, secondary establishments or branches that could be made the subject of a charge of business under this Agreement;
- (xiii) except as permitted under the Loan Documents, there are no claims or proceedings with respect to the ownership or the validity of the assets constituting the Charged Business and, to its knowledge, no claim or proceedings are pending or threatened before any courts or arbitration panels in France or abroad with respect to the Charged Business, and the Chargor has not received any notice that the Charged Intellectual Property Rights may be void or claimed by a third party or prejudice any intellectual property rights of any third party and, to the Chargor's knowledge, no facts exist that could result in such a claim;
- (xiv) except as permitted under the Loan Documents, the Charged Business is not subject to any other legal, contractual or judicial restrictions which could affect the transferability or the value of the Charged Business, or any portion thereof, or the rights of the French Collateral Agent and the Beneficiaries with respect to the Charge;
- (xv) the execution and creation of this Charge is in the Chargor's corporate interest; and
- (xvi) the list of Intellectual Property Rights appearing as Schedule 1 hereto is exhaustive and correct as of the date hereof.

## 6.2 Time for making representations and warranties

The representations and warranties set forth in Clause 6.1 (Representations and Warranties) will remain in effect after the execution and delivery of this Agreement and shall remain applicable and in full force and effect until the Discharge Date.

## 7. UNDERTAKINGS

The Chargor hereby undertakes to the French Collateral Agent and the Beneficiaries that, as from the date hereof and throughout the Security Period:

- (a) the Chargor will not assign, transfer or otherwise dispose of the whole or any part of the Charged Business or any of its rights whatsoever by virtue of the Charged Business, except as permitted under the Loan Documents;
- (b) the Chargor will give notice, as soon as possible, to the French Collateral Agent of any attachment or other protective measure relating to the Charged Business or to any

of its component assets; and more generally, it will promptly notify the French Collateral Agent of any occurrence, including any dispute, which is likely to materially affect any of the assets forming part of the Charged Business in order to allow the French Collateral Agent to effectively ensure that the value and efficacy of this Security Interest is maintained;

- (c) the Chargor will maintain the Security Interest created by this Agreement as a Security Interest having a first ranking subject to Liens permitted under the Loan Documents;
- (d) the Chargor will keep in good condition and in full all of the materials, fixtures and accessories of the Charged Business indicated above, subject to the normal wear and tear of such materials caused by normal use, in each case to the extent required under the Loan Documents;
- (e) the Chargor will maintain the current value of the Charged Business by ensuring (i) its continuing operation, (ii) supply, and (iii) the upkeep of its equipment in each case to the extent required under the Loan Documents;
- (f) the Chargor will not create or allow the creation of any Security Interest whatsoever, other than the Charge, over the Charged Business or any of its elements, except those permitted under the terms of the Loan Documents, if applicable;
- (g) the Chargor will notify the French Collateral Agent as soon as possible of the occurrence of any event which is likely to have a negative effect on the rights of the French Collateral Agent and the Beneficiaries under this Agreement or which could jeopardize the realization of the Charge;
- (h) except as otherwise permitted under the Loan Documents, with respect to Charged Intellectual Property Rights it will take all such reasonable steps and do all such acts as may be reasonably necessary to preserve and maintain the existence and validity of any such Charged Intellectual Property Rights and not knowingly use or permit any such Charged Intellectual Property Rights to be used in a way which would be reasonably likely to prejudice the interests of the French Collateral Agent and the Beneficiaries in relation to the Charged Intellectual Property Rights;
- (i) except as otherwise permitted under the Loan Documents, the Chargor will not grant a license on the Charged Intellectual Property Rights other than those that are strictly necessary to its normal operation and that do not materially impair the value of the Charged Intellectual Property Rights;
- (j) except as otherwise permitted under the Loan Documents, the Chargor will continue to carry out the Charged Business on the Premises;
- (k) the Chargor will promptly inform the French Collateral Agent of the creation of any secondary office of the Charged Business;
- (l) the Chargor will grant a Security Interest substantially on the terms set out herein in favor of the French Collateral Agent and the Beneficiaries as security for the Secured Obligations over the business of any secondary office or branch of the Charged Business opened by the Chargor after the date hereto;

*PQ AW*



- (m) in the event of a sale of the Charged Business, permitted under the Loan Documents, or enforcement of the Charge, the Chargor shall, promptly and at its own expense, take any actions that the French Collateral Agent may reasonably require in order to protect all or any of the rights, powers, and remedies under all the lease agreements relating to the premises where the Charged Business is operated;
- (n) the Chargor will comply with all applicable laws and regulations, where failure to comply with such laws may affect its capacity to execute its obligations pursuant to this Agreement;
- (o) the Chargor will promptly provide to the French Collateral Agent all information relating to the Charged Business which the French Collateral Agent may from time to time reasonably require;
- (p) the Chargor will pay all taxes due with respect to the Charged Business, except where such payment may in good faith be contested or where payment can lawfully be withheld and where proper provisions have been made for such taxes in its accounts;
- (q) the Chargor shall take all commercially reasonable steps necessary to defend its rights in respect of the Charged Business against any claim or demand of any person in order to protect the rights of the French Collateral Agent and the Beneficiaries over the Charged Business, and shall promptly keep the French Collateral Agent informed of any such claim or demand;
- (r) the Chargor will register the licenses over the Intellectual Property Rights with the National Industrial Property Registry (*Institut National de la Propriété Industrielle*) and/or any other relevant authority, and in general will make whatever is necessary to ensure the enforcement of such licenses with respect to third parties, no later than thirty (30) days following the signature of this Agreement; and
- (s) the Chargor shall execute from time to time any amendment to this Agreement and/or any other document which may be reasonably required by the French Collateral Agent, acting for its own account and on behalf of the Beneficiaries, in order to reconfirm or restate the Charge herein constituted and to include as beneficiary of such Charge any successor or assignee, including any person party to the Loan Documents, in the event of a substitution, merger or restructuring in any form whatsoever of the French Collateral Agent, the Beneficiaries, the Chargor or any entity assuming the obligations of the Chargor.

#### 8. LICENSE

For the purpose of enabling the French Collateral Agent, during the continuance of an Event of Default, to exercise rights and remedies hereunder at such time as the French Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Chargor hereby grants to the French Collateral Agent an irrevocable, non-exclusive license and, to the extent permitted under the intellectual property licenses granting the Chargor rights in Intellectual Property Rights, sublicense (in each case, exercisable without payment of royalties or other compensation to the Chargor) to use, license or sublicense any of the Intellectual Property Rights now owned or hereafter acquired by the Chargor, wherever the same may be located; provided that the quality of any products in connection with which

the Intellectual Property Rights are used will not be materially inferior to the quality of such products prior to such Event of Default. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof.

**9. COVENANTS FOR FURTHER ASSURANCE**

The Chargor shall from time to time, at its own expenses, promptly execute and deliver all further instruments and documents and take all further action that the French Collateral Agent may reasonably request, in order to perfect, protect or enforce any Security Interest to be granted or purported to be granted hereunder or to enable or facilitate the French Collateral Agent and the Beneficiaries to exercise and enforce their rights, powers and remedies hereunder with respect to the Charged Business. In this respect, the Chargor shall in particular execute all documents or instruments and give all notices, orders and directions and carry out all registrations which the French Collateral Agent may reasonably request.

**10. CHARGE UNDERTAKING**

**10.1** Without prejudice to its obligations pursuant to the Loan Documents, the Chargor irrevocably undertakes, at its own expense and at the French Collateral Agent's first request, to take all necessary steps and complete all necessary formalities in order to extend the effects of the Charge to any asset newly acquired, constituted, installed or used, which are similar to any of the assets listed in Clause 4 above and relating to any existing branch of the Chargor or to any branch of the Chargor established after the date of this Agreement or more generally after any commercial lease entered into during the operation of the Charged Business, provided that the value of each single asset exceeds an amount of € 15,000 and that the value of all assets newly acquired, constituted, installed or used within a given fiscal year exceeds in the aggregate an amount of € 50,000 .

**10.2** The extension of the effects of the Charge as contemplated in the subclause above shall become effective with the execution of a letter amending this Agreement, provided that the execution of such letter does not entail a novation.

**11. OBLIGATION TO PERFORM**

It is expressly agreed that, notwithstanding anything to the contrary herein, the Chargor shall remain liable during the Security Period to observe and perform all of the conditions and obligations assumed by it in respect of the Charged Business, and the Beneficiaries and the French Collateral Agent shall be under no obligation or liability by reason of, or arising out of, this Agreement unless otherwise expressly specified herein. The Beneficiaries and the French Collateral Agent shall not be under any obligation to, or be required in any manner to perform or fulfill any obligation of the Chargor in respect of the Charged Business, or to make any payment or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled hereunder at any time or times.

## 12. ENFORCEMENT

Subject to the provisions of the Intercreditor Agreement:

Upon the occurrence of an Event of Default, and at any time thereafter, the French Collateral Agent, acting for its own account and on behalf of the Beneficiaries, will be entitled, at its sole discretion, to enforce all rights and privileges conferred on them and to procure the enforcement of the Charge hereunder, pursuant to Articles L. 142-1 *et seq.* of the French commercial code (*Code de commerce*). In particular, and without limiting the generality of the foregoing, the French Collateral Agent shall have the right to request a court order, before the Commercial Court of Grenoble, for the judicial assignment of the Charged Business pursuant to Articles L. 143-3 to L. 143-15 of the French Commercial Code (*Code de commerce*).

## 13. APPLICATION OF PROCEEDS

The proceeds from the sale or the retention of the Charged Business pursuant to the enforcement of this Charge shall be applied to the repayment of the Secured Obligations, as set out and in the order and priority set forth under the Intercreditor Agreement. The French Collateral Agent and the Beneficiaries shall in no case be liable for the value retained for the enforcement of the Charge.

## 14. CERTIFICATES

Any certification or determination by the French Collateral Agent setting forth an amount under this Agreement is, in the absence of manifest error, *prima facie* evidence of the matters to which it relates.

## 15. CURRENCY CONVERSION

For the purpose of or pending the discharge of any of the Secured Obligations and subject to the provisions of the Loan Documents, the French Collateral Agent and the Beneficiaries may convert any money received, recovered or realized or subject to application by them under this Agreement from one currency to another, as they think fit, and any such conversion shall be effected at the relevant French Collateral Agent's or the applicable Beneficiary's spot rate of exchange for the time being for obtaining such other currency with the first currency.

## 16. CHANGES TO THE PARTIES

- (a) All the rights, privileges, powers, discretions and authorities of the French Collateral Agent and the Beneficiaries hereunder will benefit their respective successors and assignees and all terms, conditions, representations and warranties and undertakings of the Chargor hereunder shall oblige its respective successors and assignees in the same manner, it being agreed and understood that:
- (i) the Chargor shall not assign, transfer, novate or dispose of any of, or any interest in its rights and/or obligations under this Agreement except as permitted under the Loan Documents, and
  - (ii) the Beneficiaries and the French Collateral Agent shall be entitled to assign, transfer, novate or dispose of any of, or any interest in their rights and/or

obligations hereunder to any successor in accordance with the provisions of the relevant Loan Documents.

- (b) The provisions of this Agreement and the rights arising therefrom shall remain in full force and effect and benefit to any successors, transferees or assignees of the French Collateral Agent or any Beneficiary, without any specific notice, registration or reiteration, in case, *inter alios*, of any sale, merger, demerger, spin-off or assets contribution which the French Collateral Agent or any Beneficiary may decide to proceed. It is expressly agreed that an asset contribution or a partial merger within the meanings of Articles L. 236-1 *et sequitur* of the French Commercial Code (*Code de commerce*) shall be deemed to be a transfer for the purpose of the present provision.
- (c) The French Collateral Agent and the Beneficiaries shall be entitled to disclose such information concerning the Chargor or any other person and this Agreement as they consider appropriate to any actual or proposed direct successor or to any person to whom information may be required to be disclosed by applicable law.

#### 17. COSTS, EXPENSES, TAXES AND INDEMNITY

- (a) The Chargor shall bear any expense which the French Collateral Agent or any Beneficiary may incur in connection with the preparation and execution of this Agreement, as well as any expenses incurred in connection with the preservation or enforcement of the French Collateral Agent and the Beneficiaries' rights under this Agreement and the Charge, all in accordance with the terms of the Term Loan Credit Agreement (in respect of the Term Loan Secured Parties) and the Revolving Credit Agreement (in respect of the Revolving Credit Secured Parties).
- (b) The Chargor shall, notwithstanding any release or discharge of all or any part of the security, indemnify the French Collateral Agent and the Beneficiaries against any action which any of it may sustain as a consequence of any breach by the Chargor of the provisions of this Agreement, the exercise or purported exercise of any of the rights and powers conferred on any of it by this Agreement or otherwise relating to the Charged Business.
- (c) The Chargor shall pay all stamp, registration and other taxes to which this Agreement, the Charge or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the French Collateral Agent and the Beneficiaries on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such Tax.

#### 18. FILINGS - REGISTRATION

- (a) In accordance with the provisions of Article L. 142-3 of the French Commercial Code (*Code de Commerce*), this Agreement shall be registered by the French Collateral Agent with the relevant French tax authorities (*Recette des Impôts*) within fifteen (15) days following the date hereof.
- (b) In accordance with the provisions of Article L. 142-4 of the French Commercial Code (*Code de commerce*), no later than fifteen (15) days following the execution of this Agreement, the French Collateral Agent will register the Security Interest hereby

granted over the Charged Business with the clerk's office of the relevant Commercial Court (*Greffe du Tribunal de Commerce*).

- (c) In accordance with the provisions of Article L. 143-17 of the French commercial code (*Code de commerce*), no later than fifteen (15) days following the registration referred to in Clause 17 (b) of this Agreement, the French Collateral Agent will register the Intellectual Property Rights listed in Schedule 1 hereto with the National Industrial Property Registry (*Institut National de la Propriété Industrielle*) and/or with any other registry offices.
- (d) Any holder of an original of this Agreement is hereby granted all powers necessary in order to complete the registration formalities contemplated by this Agreement.

#### 19. TERM AND RELEASE

- (a) This Agreement shall come into force as at the date hereof and shall remain in full force and effect until the end of the Security Period, it being specified that, in accordance with the provisions of Article L. 143-19 of the French Commercial Code (*Code de commerce*) the Charge shall be registered with the clerk office of the relevant commercial court(s) (*greffe du ou des tribunaux de commerce*) for a period of ten (10) years.
- (b) The Chargor irrevocably and unconditionally undertakes to renew the registration of the present Charge if, upon the expiry of the Charge, any of the Secured Obligations remains unpaid, is not performed or discharged and the Chargor irrevocably accepts such a renewal of the registration and, in the common interest of the parties, gives the French Collateral Agent the irrevocable authority and power to sign all deeds and documents and complete all necessary formalities to this end.
- (c) As soon as practicable after the Security Period and at the request of the Chargor, the Beneficiaries shall execute, at the expense of the Chargor, any deed of release releasing the Chargor from all its obligations and responsibilities under this Agreement.
- (d) If the French Collateral Agent is authorized to release in whole or in part the Charged Business under both the Term Loan Credit Agreement and the Revolving Credit Agreement, the French Collateral Agent is authorized to release such collateral under this Agreement.
- (e) The Charge shall extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge. The French Collateral Agent and the Beneficiaries shall be entitled not to release the Charge until they have been paid of all sums owed to them by the Chargor which are due and payable.

#### 20. MISCELLANEOUS

- (a) No failure to exercise, nor any delay in exercising, on the part of the French Collateral Agent or any Beneficiary, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not

exclusive of any rights or remedies provided by law. The Beneficiaries and the French Collateral Agent shall not assume any responsibility towards the Chargor or its legal successors, individually or generally, due to the late exercise or failure to exercise the rights and prerogatives conferred to them by this Agreement.

- (b) The French Collateral Agent and the Beneficiaries shall not assume any responsibility for any damage arising from the enforcement of the Agreement, or for any default or omission in the exercise of rights under this Agreement.
- (c) The French Collateral Agent and the Beneficiaries shall not assume any responsibility towards the Chargor or its legal successors, individually or generally, due to the late exercise or the failure to exercise the rights conferred on them by this Agreement.
- (d) If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- (e) In any case, if such illegality, invalidity or enforceability occurs, the parties shall negotiate in good faith with a view to agree on the replacement of such provision by a provision which is legal, valid and enforceable and which is to the extent applicable in accordance with the intents and purposes of this Agreement and which in its economic effect come as close as practicable to the provision being replaced.

## 21. NOTICES

Except as specifically provided otherwise in this Agreement, all notices or other communications under or in connection with this Agreement shall be given to each party as specified in Section 11.01 (Notices) of the Term Loan Credit Agreement (in respect of the Term Loan Secured Parties) and Section 11.01 (Notices) of the Revolving Credit Agreement (in respect of the Revolving Credit Secured Parties).

## 22. ELECTION OF DOMICILE

Without prejudice to any other mode of service allowed under any relevant law, the Chargor irrevocably elects domicile at its registered office for the purpose of serving any judicial or extra-judicial documents in relation to any action or proceedings.

## 23. NO AMENDMENT

The parties to this Agreement recognize that this Agreement has the sole purpose of establishing the present security for the benefit of the French Collateral Agent and the Beneficiaries and does not have the purpose or effect of modifying the rights and obligations set out in any other Loan Document.

## 24. LANGUAGE

- (a) This Agreement is executed in French for the purpose of the registration and filing formalities. An English translation is provided hereto for information purposes. In the event of any conflict between the English version and the French version, the

French version of this Agreement shall prevail, irrespective of whether the English translation has been signed or initialed by any of the parties to this Agreement.

- (b) All notices and documents delivered under this Agreement (except, for the avoidance of doubts, any *bordereau de nantissement de fonds de commerce*) shall be in English or be accompanied by a translation into English and the party to whom any such translation is addressed shall be entitled to rely on it as being true and correct.

## 25. GOVERNING LAW AND JURISDICTION

### 25.1 Governing Law

This Agreement and the Charge shall be governed by and construed in accordance with French law.

### 25.2 Jurisdiction

For the benefit of the French Collateral Agent and the Beneficiaries, the Chargor agrees that the courts of France shall have jurisdiction to settle any disputes in connection with this Agreement and the Charge, and accordingly, except as provided in Clause 12 hereto, submit any such disputes to the jurisdiction of the Commercial Court of Paris (*Tribunal de commerce de Paris*). This Clause 25.2 is for the benefit of the French Collateral Agent and the Beneficiaries only. As a result, nothing in this Clause shall limit the right of any Beneficiary to bring proceedings against the Chargor in connection with this Agreement and/or the Charge in any other court of competent jurisdiction. To the extent allowed by law, the French Collateral Agent and the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

## 26. INTERCREDITOR AGREEMENT GOVERNS

Notwithstanding anything herein to the contrary, the liens and security interests granted for the benefit of the French Collateral Agent, the Term Loan Secured Parties and the Revolving Credit Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the French Collateral Agent and the Beneficiaries 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 Agreement, the provisions of the Intercreditor Agreement shall govern and control. Except as provided for in this paragraph, notwithstanding anything herein to the contrary, the Term Loan Credit Agreement and the Revolving Credit Agreement, as applicable, including Article X thereof, shall govern and control the exercise of the remedies by the French Collateral Agent.

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for  
P/C

Executed in \_\_\_\_\_

On December 17, 2010,

In six (6) originals including 1 original for the purposes of registration of the Security Interest over the Charged Business with the clerk of the Commercial Court of Grenoble (*Grefe du Tribunal de Commerce*), and 2 originals for the purposes of registration of the Security Interest over the Charged Business at the National Industrial Property Registry (*Institut National de la Propriété Industrielle*).

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**NOVELIS PAE S.A.S.,  
The Chargor**

Signature: P. Charlier

By: P. CHARLIER

Capacity: President

Duly authorised for the purpose of this Agreement

**BANK OF AMERICA, N.A., as  
French Collateral Agent**

Acting on its own behalf and on behalf of the Beneficiaries

Signature: Peter M. Uhlir

By: Peter M. Uhlir

Capacity: Senior Vice President

SCHEDULE 1

LIST OF INTELLECTUAL PROPERTY RIGHTS

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

OWNER NAME	REGISTRATION NUMBER	TRADEMARK	CASE NUMBER
NOVELIS PAE CORPORATION	1744280	ALPUR	WTM0005
NOVELIS PAE SAS	2490097	JUMBO BCM	WTM0007

Applications: None

CANADIAN TRADEMARKS:

Registrations:

OWNER NAME	REGISTRATION NUMBER	TRADEMARK
NOVELIS PAE SAS	414440	ALPUR
PECHINEY RHEINALLI	179317	3C & DEVICE

Applications: None