

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
	NORANDAL USA, INC.		02/29/2012	CORPORATION: DELAWARE
	NORANDA ALUMINA LLC		02/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
	NORANDA ALUMINUM, INC.		02/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	BANK OF AMERICA, N.A.			
Street Address:	One Bryant Park			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10036			
Entity Type:	National Association: UNITED STATES			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	3810848	NORANDA	
	Serial Number:	77857385	N	
CORRESPONDENCE DATA				
Fax Number:	(212)859-4000			
Phone:	2128598000			
Email:	jason.greenberg@friedfrank.com, henry.lebowitz@friedfrank.com, teas@friedfrank.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Jason L. Greenberg			
Address Line 1:	One New York Plaza			
Address Line 2:	Fried Frank LLP			
Address Line 4:	New York, NEW YORK 10004-1980			

CH \$65.00 3810848

ATTORNEY DOCKET NUMBER:	32633-9 (GREENBERG)
NAME OF SUBMITTER:	Jason L. Greenberg
Signature:	/jlg/
Date:	03/01/2012
Total Attachments: 8 source=ABL Security Agreement#page1.tif source=ABL Security Agreement#page2.tif source=ABL Security Agreement#page3.tif source=ABL Security Agreement#page4.tif source=ABL Security Agreement#page5.tif source=ABL Security Agreement#page6.tif source=ABL Security Agreement#page7.tif source=ABL Security Agreement#page8.tif	

TRADEMARK AND PATENT SECURITY AGREEMENT

Trademark and Patent Security Agreement (this "Agreement") dated as of February 29, 2012 by and between NORANDAL USA, INC., a Delaware corporation ("Norandal"), having its chief executive office at 801 Crescent Drive, Suite 600, Franklin, TN 37067, NORANDA ALUMINA LLC, a Delaware limited liability company ("Alumina") having its chief executive office at 1111 Airline Hwy 61 Gramercy, LA 70052-3370, NORANDA ALUMINUM, INC., a Delaware corporation ("Noranda", and together with Norandal and Alumina, the "Grantors") having its chief executive office in P.O. 70 / 391 St. Jude Industrial Park, New Madrid, MO 63869 and BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent"), with offices at One Bryant Park, New York, NY 10036, for the ratable benefit of the Secured Parties under the terms of that certain Guarantee and Collateral Agreement dated as of February 29, 2012 among NORANDA ALUMINUM HOLDING CORPORATION, a Delaware corporation ("Holdings"), NORANDA ALUMINUM ACQUISITION CORPORATION, a Delaware corporation, certain of Holdings' Subsidiaries party thereto (including Grantors) and the Collateral Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement").

This Agreement is executed pursuant to the terms of the Collateral Agreement. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Collateral Agent a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Grantors, including, without limitation, each Patent and Patent application described on Schedule A;

(ii) each Patent License of the Grantors, including, without limitation, each Patent License described on Schedule A;

(iii) each United States Trademark, Trademark registration and Trademark application of the Grantors, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark registration and Trademark application referred to in Schedule B hereto;

(iv) each Trademark License of the Grantors, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of and symbolized by, each trademark therein;

(v) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement of any Patent, or

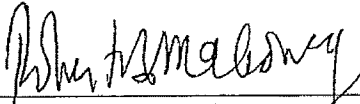
past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or under any patent or trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark or Trademark License.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference (including, without limitation, Section 7.06 of the Collateral Agreement). In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
29th day of February, 2012.

NORANDAL USA, INC., as Grantor

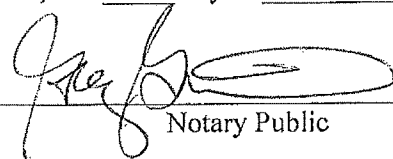
By: 
Name: Robert B. Mahoney
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, Greg Grisson, a Notary Public for said County and State, do hereby certify that Robert Mahoney personally appeared before me this day and stated that (s)he is CFO of Norandal USA, Inc., and acknowledged, on behalf of Norandal USA, Inc., the due execution of the foregoing instrument.

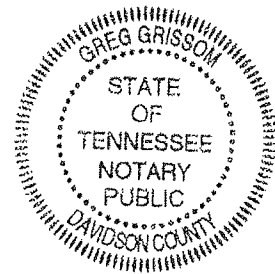
Witness my hand and official seal, this 29th day of February, 2012.


Notary Public

My commission expires:

My Commission Expires: January 7, 2013

[Signature Pages Continue]



Signature Page to ABL Trademark and Patent Security Agreement

TRADEMARK
REEL: 004728 FRAME: 0254

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 29th day of February, 2012.

NORANDA ALUMINA LLC, as Grantor

By: *Robert B. Mahoney*
Name: Robert B. Mahoney
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

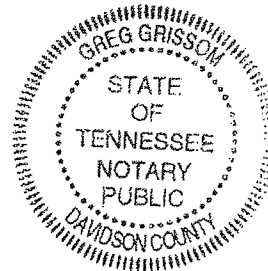
I, Greg Grisson, a Notary Public for said County and State, do hereby certify that Robert Mahoney personally appeared before me this day and stated that (s)he is CEO of Noranda Alumina LLC, and acknowledged, on behalf of Noranda Alumina LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 29th day of February, 2012.

Greg Grisson
Notary Public

My commission expires My Commission Expires:
January 7, 2013

[Signature Pages Continue]



Signature Page to ABL Trademark and Patent Security Agreement

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 29th day of February, 2012.

NORANDA ALUMINUM, INC., as Grantor

By: [Signature]
Name: Robert B. Mahoney
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

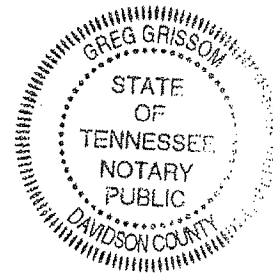
I, Greg Grissom, a Notary Public for said County and State, do hereby certify that Robert Mahoney personally appeared before me this day and stated that-(s)he is CEO of Noranda Aluminum, Inc., and acknowledged, on behalf of Noranda Aluminum, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 29th day of February, 2012.

[Signature]
Notary Public

My Commission Expires:
My commission expires: January 7, 2013

[Signature Pages Continue]



Signature Page to ABL Trademark and Patent Security Agreement

TRADEMARK
REEL: 004728 FRAME: 0256

Agreed and Accepted as of the 29th day of
February, 2012.

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

By: Daniel K. Clancy
Name: Daniel K. Clancy
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Philadelphia

Alice L. Bronball, I,
a Notary Public for said County and State, do hereby
certify that Daniel K. Clancy personally appeared before me this day and stated that (s)he
is Senior Vice President of Bank of America, N.A., and acknowledged, on behalf of Bank of
America, N.A., the due execution of the foregoing instrument.

Witness my hand and official seal, this 29th day of February, 2012.

Alice L. Bronball
Notary Public

My commission expires: October 30, 2014

Schedule A to the Trademark and Patent Security Agreement

Patents and Patent Applications

Owner	Patent No.	Issue Date
Norandal USA, Inc.	5,265,332	November 30, 1993
Norandal USA, Inc.	5,598,633	February 4, 1997
Norandal USA, Inc.	5,518,064	May 21, 1995
Noranda Alumina LLC	5,499,873	March 19, 1996

Patent Licenses

None

Schedule B to the Trademark and Patent Security Agreement

Trademark Registrations and Applications

Owner	Trademark	Serial/Registration No.
Noranda Aluminum, Inc.	NORANDA	3,810,848
Noranda Aluminum, Inc.	Stylized "N"	77,857,385

Trademark Licenses

None

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