

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	NORANDAL USA, INC.		02/29/2012
	NORANDA ALUMINA LLC		02/29/2012
	NORANDA ALUMINUM, INC.		02/29/2012
			<b>Entity Type</b>
			CORPORATION: DELAWARE
			LIMITED LIABILITY COMPANY: DELAWARE
			CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	3810848	NORANDA
	Serial Number:	77857385	N
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)859-4000		
<b>Phone:</b>	2128598000		
<b>Email:</b>	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>			
<b>Correspondent Name:</b>	Jason L. Greenberg		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 2:</b>	Fried Frank LLP		
<b>Address Line 4:</b>	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=Term B Security Agreement#page1.tif source=Term B Security Agreement#page2.tif source=Term B Security Agreement#page3.tif source=Term B Security Agreement#page4.tif source=Term B Security Agreement#page5.tif source=Term B Security Agreement#page6.tif source=Term B Security Agreement#page7.tif source=Term B 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 7.07 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]

Agreed and Accepted as of the 28th day of  
February, 2012.

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

By: [Signature]  
Name: David H. Strickert  
Title: Managing Director

ACKNOWLEDGMENT

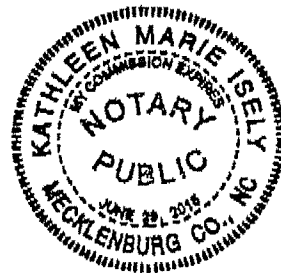
STATE OF North Carolina  
COUNTY OF Mecklenburg

I,  
Kathleen Marie Isely a Notary Public for said County and State, do hereby  
certify that David H. Strickert personally appeared before me this day and stated that (s)he  
is managing director 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 28 day of February, 2012.

Kathleen Marie Isely  
Notary Public

My commission expires: 6/29/15



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

NORANDAL USA, INC., as Grantor

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

ACKNOWLEDGMENT

STATE OF DAVIDSON  
COUNTY OF TENNESSEE

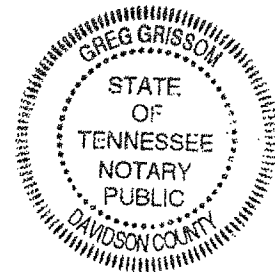
I, Greg Grissom, a Notary Public for said County and State, do hereby certify that Robert Mahoney personally appeared before me this day and stated that ~~(s)~~he is CEO of Norandal USA, Inc., and acknowledged, on behalf of Norandal USA, Inc., the due execution of the foregoing instrument.

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

Greg Grissom  
Notary Public

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

[Signature Pages Continue]



Signature Page to Term B Loan Trademark and Patent Security Agreement

TRADEMARK  
REEL: 004728 FRAME: 0271

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

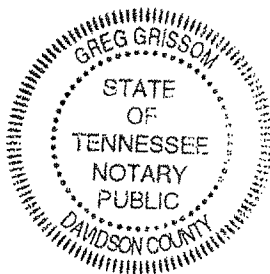
I, Greg Grisson, a Notary Public for said County and State, do hereby certify that Robert Mahoney personally appeared before me this day and stated that-(s)he is CFO of Noranda Alumina LLC, and acknowledged, on behalf of Noranda Alumina LLC, the due execution of the foregoing instrument.

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

Greg Grisson  
Notary Public

My Commission Expires: January 7, 2013

[Signature Pages Continue]



Signature Page to Term B Loan Trademark and Patent Security Agreement

**TRADEMARK**  
**REEL: 004728 FRAME: 0272**

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

NORANDA ALUMINUM, INC., 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 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.

Greg Grisson  
Notary Public

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

[Signature Pages Continue]



Signature Page to Term B Loan Trademark and Patent Security Agreement

**TRADEMARK**  
**REEL: 004728 FRAME: 0273**



Schedule A to the Trademark and Patent Security Agreement

**Patents and Patent Applications**

<b>Owner</b>	<b>Patent No.</b>	<b>Issue Date</b>
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**

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

**Trademark Licenses**

None