

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novelis Services Limited		09/27/2013	COMPANY:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3119944	NOVELIS	
Registration Number:	3716665	NOVELIS FUSION	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127353000		
Email:	sara.mooney@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Rebecca Rodal		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	105910/16		
NAME OF SUBMITTER:	Rebecca Rodal		
SIGNATURE:	/rebecca rodal/		
DATE SIGNED:	06/15/2015		
Total Attachments: 7			
source=TM Short Form - ABL Loan - Final#page1.tif			
source=TM Short Form - ABL Loan - Final#page2.tif			
source=TM Short Form - ABL Loan - Final#page3.tif			

CH \$65.00 3119944

source=TM Short Form - ABL Loan - Final#page4.tif

source=TM Short Form - ABL Loan - Final#page5.tif

source=TM Short Form - ABL Loan - Final#page6.tif

source=TM Short Form - ABL Loan - Final#page7.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2013 (“Trademark Security Agreement”), by NOVELIS SERVICES LIMITED, a company duly incorporated with limited liability under the laws of England and Wales, with its registered office at Latchford Lock Works, Thelwell Lane, Warrington, Cheshire, WA4 1NN (the “Assignor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a National Banking Association located at 1100 Abernathy Road, Suite 1600, Atlanta, GA 30328, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Assignor is a party to that certain Security Agreement dated as of May 13, 2013 (the “Security Agreement”) in favor of the Assignee pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Assignor has, since the execution of the Security Agreement, acquired certain intellectual property, including the intellectual property set forth on Schedule I attached hereto, and desires to enter into and record this Trademark Security Agreement to evidence its lien on and security interest in such intellectual property.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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, the 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 the 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 the Assignor, including, without limitation, the registered and applied-for Trademarks of the 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 the Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (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 the 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. The Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Recordation of Assignments. Assignor covenants that it will submit assignment agreements evidencing its title to the intellectual property set forth on Schedule I attached hereto, to be accompanied by the appropriate cover sheets and recording fees, to the United States Patent and Trademark Office (the "PTO") for recording against each Trademark on Schedule I no later than fifteen (15) days after the date hereof. The PTO's acknowledgement of the receipt of the submissions and the Notices of Recordation shall be promptly delivered to the Assignee, as and when received by the Assignor.

SECTION 6. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized 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 and security interest granted pursuant to 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 7. 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 facsimile, e-mail or other electronic transmission (including in pdf format or other similar format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 8. 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 9. 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.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ABL

IN WITNESS WHEREOF, the 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 SERVICES LIMITED
as Assignor

By:


Name: CHRISTOPHER COURTS
Title: ATTORNEY

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignee

By:

Name:
Title:

ABL

IN WITNESS WHEREOF, the 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 SERVICES LIMITED
as Assignor

By: _____
Name:
Title:

Accepted and Agreed:

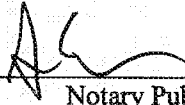
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignee

By:  _____
Name: Dan Brown
Title: VP

ACKNOWLEDGEMENT OF GRANTOR

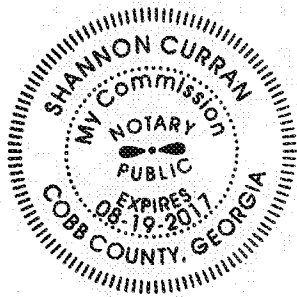
STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this [13th] day of October, 2013 before me personally appeared [Christopher Courts], proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NOVELIS SERVICES LIMITED, who being by me duly sworn did depose and say that he is an authorized officer of said NOVELIS SERVICES LIMITED, that the said instrument was signed on behalf of said NOVELIS SERVICES LIMITED as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said NOVELIS SERVICES LIMITED.



Notary Public

My Commission Expires: 8.19.2017



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	App. No. Filing Date	Reg. No. Reg. Date
NOVELIS	78651851 Jun 16, 2005	3119944 Jul 25, 2006
NOVELIS FUSION (and design) <i>Novelis Fusion</i>	77600261 Oct 24, 2008	3716665 Nov 24, 2009
NOVELIS KING CAN	77321160 Nov 5, 2007	3457730 Jul 1, 2008