

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/28/2016	Banking Institution:
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington St., 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3810848	NORANDA	
Serial Number:	77857385	N	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	andrew.langston@kayescholer.com		
Correspondent Name:	Andrew Langston c/o Kaye Scholer LLP		
Address Line 1:	250 West 55th Street		
Address Line 2:	Floor C2		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	13697-0016-11364		
NAME OF SUBMITTER:	Andrew Langston		
SIGNATURE:	/s/Andrew Langston		
DATE SIGNED:	01/28/2016		
Total Attachments: 7			
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**TRADEMARK AND PATENT SECURITY INTEREST
ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 28th day of January, 2016, by BANK OF AMERICA, N.A., as the prior administrative agent and collateral agent (in such capacity, "Assignor"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the current administrative agent and collateral agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to the Trademark and Patent Security Agreement, dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among NORANDAL USA, INC., a Delaware corporation ("Norandal"), NORANDA ALUMINA LLC, a Delaware corporation ("Alumina"), NORANDA ALUMINUM, INC., a Delaware corporation ("Noranda"), and together with Norandal and Alumina, the "Grantors") and Assignor;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in and to certain intellectual property owned by the Grantors including, without limitation, (i) the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof (the "Trademark Collateral"), and (ii) the patents and patent applications described on Schedule II annexed hereto and made a part hereof (collectively, the "Patent Collateral", and together with the Trademark Collateral, the "Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 1, 2012 on Reel 004728 / Frame 0266 and on Reel 027793 / Frame 0844;

WHEREAS, effective as of January 28, 2016, Assignor resigned as administrative agent and collateral agent under (i) the Credit Agreement, dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Noranda Aluminum Acquisition Corporation, a Delaware corporation, as borrower and the other parties thereto, and (ii) the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of January 25, 2016, among Assignor, Assignee and the lenders under the Credit Agreement party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest

under the Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement, without limitation, its security interest in, and lien on, the Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

BANK OF AMERICA, N.A., as the prior administrative agent

By: 
Name: Tracie Bellet
Title: Assistant Vice President

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES LLC, as the current administrative agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

BANK OF AMERICA, N.A., as the prior
administrative agent

By: _____
Name: _____
Title: _____

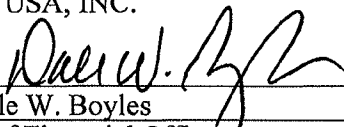
ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the current administrative agent

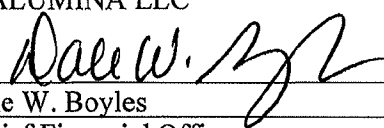
By: 
Name: Polina Arsenyeva
Title: Associate Counsel

ACKNOWLEDGED AND AGREED:

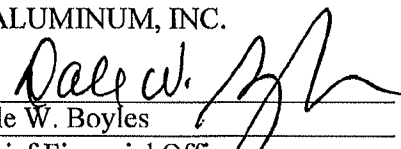
NORANDAL USA, INC.

By: 
Name: Dale W. Boyles
Title: Chief Financial Officer

NORANDA ALUMINA LLC

By: 
Name: Dale W. Boyles
Title: Chief Financial Officer

NORANDA ALUMINUM, INC.

By: 
Name: Dale W. Boyles
Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK AND PATENT SECURITY INTEREST ASSIGNMENT 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

SCHEDULE II
TO
TRADEMARK AND PATENT SECURITY INTEREST ASSIGNMENT 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