

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		01/13/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NOVELIS DEUTSCHLAND GMBH		
Street Address:	Hannoversche Strasse 1		
City:	Göttingen		
State/Country:	GERMANY		
Postal Code:	37075		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2246994	FF2	
Registration Number:	2490308	FF3	
Registration Number:	2629469		
Registration Number:	2670686	FF2	
Registration Number:	3246658	B73A	
Registration Number:	3250932	J73A	
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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	083610/20		
NAME OF SUBMITTER:	Rebecca Rodal		
SIGNATURE:	/rebecca rodal/		

CH \$165.00 2246994

DATE SIGNED:	01/17/2017
---------------------	------------

Total Attachments: 4
source=German Trademarks Release#page1.tif
source=German Trademarks Release#page2.tif
source=German Trademarks Release#page3.tif
source=German Trademarks Release#page4.tif

TRADEMARK SECURITY RELEASE AGREEMENT
(German Grantor)

TRADEMARK SECURITY RELEASE AGREEMENT (German Grantor), dated as of January 13, 2017 (this "Release"), by BANK OF AMERICA, N.A., a National Banking Association located at 901 Main St, Dallas, TX 75202, in its capacity as Collateral Trustee pursuant to the Term Loan Credit Agreement (in such capacity, the "Assignor") in favor of NOVELIS DEUTSCHLAND GMBH, a limited liability company (Gesellschaft mit beschränkter Haftung) organized under the laws of the Federal Republic of Germany, registered with the Commercial Register of the local court of Göttingen, Germany under HRB 772 (previously: Alcan Deutschland GmbH), having its business address at Hannoversche Strasse 1, 37075 Göttingen, Germany (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee are, among others, parties to that certain Security Transfer and Assignment Agreement Relating to Intellectual Property Rights dated as of December 17, 2010 (the "German Security Agreement") in favor of the Assignor, pursuant to which Assignee executed and delivered that certain Trademark Security Agreement (German Grantor) dated as of December 17, 2010 (the "Trademark Security Agreement") in order to record the lien and security interest of the Assignor in the Trademark Collateral (as defined below) in the United States Patent and Trademark Office (the "PTO");

WHEREAS, pursuant to the Trademark Security Agreement, as collateral security for the payment and performance in full of all the Secured Obligations, the Assignee pledged and granted to the Assignor for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Assignee in, to and under the following property, wherever located, and whether then existing or thereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) 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 Canada, 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 then and thereafter 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 (collectively, "Trademarks") of the Assignee, including, without limitation, the registered and applied-for Trademarks of the Assignee listed on Schedule I attached thereto; 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 Assignee from time to time with respect to any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the PTO on January 14, 2011 at Reel 4454/Frame 0912; and

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 hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the German Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Release of Security Interest in Trademark Collateral. The Assignor, without recourse, representation or warranty of any kind or nature, and at the Assignee's sole cost and expense, hereby terminates, cancels and releases its lien on and security interest in all of the right, title and interest of the Assignee in, to and under the Trademark Collateral, including the Trademarks listed on Schedule I hereto, and any and all right, title and interest of the Assignor in the Trademark Collateral shall hereby terminate, cease and become void.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the PTO.

SECTION 4. Governing Law. This Release 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,
as Assignor

By: Maurice Washington
Name: **Maurice Washington**
Title: **Vice President**

SCHEDULE I
to
TRADEMARK SECURITY RELEASE AGREEMENT (German Grantor)
U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NOVELIS DEUTSCHLAND GMBH	2246994	FF2 & DEVICE
NOVELIS DEUTSCHLAND GMBH	2490308	FF3
NOVELIS DEUTSCHLAND GMBH	2629469	DESIGN ONLY [3D - QUADRO- HEXAGONAL CONTAINER]
NOVELIS DEUTSCHLAND GMBH	2670686	FF2
NOVELIS DEUTSCHLAND GMBH	3246658	B73A & DEVICE
NOVELIS DEUTSCHLAND GMBH	3250932	J73A & DEVICE

Trademark Applications:

NONE