

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOVELIS INC.		01/13/2017	Corporation: CANADA
NOVELIS SERVICES LTD.		01/13/2017	Corporation: UNITED KINGDOM
NOVELIS CORPORATION		01/13/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	STANDARD CHARTERED BANK
Street Address:	1 Basinghall Avenue
City:	London
State/Country:	ENGLAND
Postal Code:	EC2V 5DD
Entity Type:	Company: ENGLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	979759	ROYALE
Registration Number:	1405479	PHILADELPHIA STYLE
Registration Number:	5100542	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Registration Number:	4988911	ADVANZ
Registration Number:	4993643	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Registration Number:	4832172	EVERCAN
Registration Number:	4076301	TUXEDO
Registration Number:	2182802	BBQ BUDDY
Registration Number:	1577805	PARTYWARE
Registration Number:	3119944	NOVELIS
Registration Number:	3716665	NOVELIS FUSION
Serial Number:	86557951	EVERCYCLE
Serial Number:	86386305	NOVELIS AQ

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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
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NAME OF SUBMITTER:	Rebecca Rodal
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SIGNATURE:	/rebecca rodal/
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DATE SIGNED:	01/17/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(U.S. Grantors)

TRADEMARK SECURITY AGREEMENT (U.S. Grantors), dated as of January 13, 2017 (“Trademark Security Agreement”), among NOVELIS INC., a corporation amalgamated under the Canada Business Corporations Act, located at Two Alliance Center, 3560 Lenox Road, Suite 2000, Atlanta, GA 30326, NOVELIS SERVICES LTD., a private company limited by shares organized under the laws of England and Wales, located at Latchford Lock Works, Thelwall Lane, Warrington, Cheshire, United Kingdom, WA4 INN, and NOVELIS CORPORATION, a corporation formed under the laws of Texas, located at Two Alliance Center, 3560 Lenox Road, Suite 1800, Atlanta, Georgia 30326 (each, individually, an “Assignor”, and, collectively, the “Assignors”), in favor of STANDARD CHARTERED BANK, a company incorporated in England by Royal Charter, with reference number ZC18 and whose registered office is 1 Basinghall Avenue, London EC2V 5DD, 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 Assignors are party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Assignee pursuant to which the Assignors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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, 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 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, each 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 such 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 such Assignor, including, without limitation, the registered and applied-for Trademarks of such 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 such 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 Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the lien and security interest in the Pledged Trademark Collateral 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. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan under the Credit Agreement shall have expired or been sooner terminated 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 Assignors, the Assignee shall execute, acknowledge, and deliver to the Assignors an instrument in writing in recordable form releasing the Pledged Trademark Collateral from the lien and security interest granted pursuant to this Trademark Security Agreement.

SECTION 6. 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 7. 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 8. 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 HEREUNDER ARE SUBJECT TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 17, 2010 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG NOVELIS INC., AV

METALS INC. (“HOLDINGS”), THE OTHER SUBSIDIARIES OF HOLDINGS OR NOVELIS INC. FROM TIME TO TIME PARTY THERETO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF MAY 13, 2013), WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR THE REVOLVING CREDIT CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF MAY 13, 2013), STANDARD CHARTERED BANK, AS ADMINISTRATIVE AGENT FOR THE PARI PASSU SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), (PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF THE DATE HEREOF), STANDARD CHARTERED BANK, AS COLLATERAL AGENT FOR THE PARI PASSU SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF THE DATE HEREOF) AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. 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.

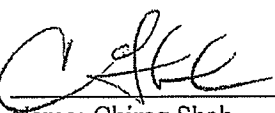
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IN WITNESS WHEREOF, each Assignor has caused this TRADEMARK SECURITY AGREEMENT (U.S. Grantors) to be executed and delivered by its duly authorized officer as of the date first above written.


NOVELIS INC.

By: 
Name: Chirag Shah
Title: Authorized Signatory

NOVELIS SERVICES LTD.

By: 
Name: Chirag Shah
Title: Attorney

NOVELIS CORPORATION

By: 
Name: Chirag Shah
Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement (U.S. Grantors)]

TRADEMARK
REEL: 005968 FRAME: 0783

Accepted and Agreed:

STANDARD CHARTERED BANK,
as Assignee

By: 

Name:

Title:

Paul Thompson
Global Head of Transaction Management Group
Standard Chartered Bank

[Signature Page to the Trademark Security Agreement (U.S. Grantors)]

TRADEMARK
REEL: 005968 FRAME: 0784

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK
APPLICATIONS**

Trademark Registrations:

Mark	App. No.	Reg. No.	Owner
ROYALE	72454065	979759	Novelis Corporation
PHILADELPHIA STYLE	73568359	1405479	Novelis Corporation
NOT JUST ALUMINUM, NOVELIS ALUMINUM	85715327	5100542	Novelis Inc.
ADVANZ	85745353	4988911	Novelis Inc.
NOT JUST ALUMINUM, NOVELIS ALUMINUM	85723349	4993643	Novelis Inc.
EVERCAN & Design	85700253	4832172	Novelis Inc.
TUXEDO & Design	85234648	4076301	Novelis Inc.
BBQ BUDDY	75168931	2182802	Novelis Inc.
PARTYWARE	73740187	1577805	Novelis Inc.
NOVELIS	78651851	3119944	Novelis Services Ltd.
NOVELIS FUSION (and design)	77600261	3716665	Novelis Services Ltd.

Trademark Applications:

Mark	App. No.	Reg. No.	Owner
EVERCYCLE (and design)	86557951		Novelis Services Ltd.
Novelis AQ	86386305		Novelis Services Ltd.