

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVELIS DEUTSCHLAND GMBH		05/17/2019	Limited Liability Company: GERMANY
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2670686	FF2	
Registration Number:	2246994	FF2	
Registration Number:	2490308	FF3	
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:	597600/39		
NAME OF SUBMITTER:	Oren Epstein		
SIGNATURE:	/OE/		
DATE SIGNED:	05/21/2019		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT
(German Grantor)

TRADEMARK SECURITY AGREEMENT (German Grantor), dated as of May 17, 2019 (“Trademark Security Agreement”), by 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 “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 and Assignee are parties to a Security Transfer and Assignment Agreement Relating to Intellectual Property Rights, dated as of December 17, 2010 (as amended and confirmed by that certain Amendment and Confirmation Agreement, made on May 13, 2013 among Novelis Aluminium Holdings Company, Novelis AG, Novelis Deutschland GmbH, Novelis Sheet Ingot GmbH and Wells Fargo Bank, National Association) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “German Security Agreement”) in favor of the Assignee, pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, that certain Trademark Security Agreement (German Grantor), dated as of June 9, 2015, was made by Assignor in favor of Assignee (the “Existing 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, 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 German Security Agreement or the ABL Credit Agreement (as defined in the German Security Agreement), as applicable. For purposes of this Trademark Security Agreement, the following terms shall be defined as indicated:

“Proceeds” shall have the meaning assigned to it in the UCC (defined below);

“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; and

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Assignee's security interest in any item or portion of the Pledged Trademark Collateral (as defined in Section 2, below) is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

SECTION 2. Grant of Security Interest in Pledged Trademark Collateral. In furtherance of the reaffirmation set forth in Section 3 below, as collateral security for the payment and performance in full of all the Secured Obligations, 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 United States trademark or service mark application filed on the basis of a Assignor's intent-to-use such mark, in each case, unless and until evidence of the use of such trademark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office.

SECTION 3. Reaffirmation. Assignor hereby confirms its pledge and grant of a lien and security interest under the Existing Trademark Security Agreement, and agrees that such pledge and grant of a lien and security interest shall continue to be in full force and effect and shall accrue to the benefit of the Collateral Agent for the benefit of the Secured Parties. Without limiting the generality of the foregoing, this Trademark Security Agreement shall not discharge or release the priority of the Existing Trademark Security Agreement or the German Security Agreement, and any security interest previously granted pursuant to each such document is hereby reaffirmed and each such security interest continues in effect.

SECTION 4. 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 German Security Agreement and Assignor hereby acknowledges and affirms 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 German Security Agreement, the provisions of which are incorporated by reference herein including but not limited to Clause 10 (Preservation of Transferor's Nominal Share Capital) thereof. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the German Security Agreement, the provisions of the German Security Agreement shall control unless the German Security Agreement provides otherwise or the Assignee shall otherwise determine.

SECTION 5. Grant of Intellectual Property License. For the purpose of enabling the Assignee, during the continuance of an Event of Default, to exercise rights and remedies under Section 9 of the German Security Agreement at such time as the Assignee shall lawfully be entitled to exercise such rights and remedies, and for no other purpose, the Assignor hereby grants to the Assignee an irrevocable, non-exclusive license and, to the extent permitted under any licenses granting such Assignor rights in intellectual property, sublicense (in each case, exercisable without payment of royalties or other compensation to Assignor) to use, license or sublicense any of the Pledged Trademark Collateral now owned or hereafter acquired by such Assignor, wherever the same may be located; provided that the quality of any such products in connection with which the Trademarks are used will not be materially inferior to the quality of such products prior to such Event of Default. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof.

SECTION 6. Recordation. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 7. Termination. Upon the expiry of the Security Period, this Trademark Security Agreement shall terminate.

SECTION 8. 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 9. 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 10. 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) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT

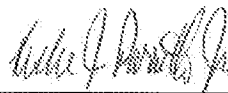
TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF JANUARY 13, 2017), STANDARD CHARTERED BANK, AS COLLATERAL AGENT FOR THE PARI PASSU SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (AS SUCCESSOR TO BANK OF AMERICA, N.A. PURSUANT TO THAT CERTAIN INTERCREDITOR JOINDER AGREEMENT DATED AS OF JANUARY 13, 2017) 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, the Assignor has caused this TRADEMARK SECURITY AGREEMENT (German Grantor) to be executed and delivered by its duly authorized officer as of the date first above written.

NOVELIS DEUTSCHLAND GMBH
as Assignor

By:



Name: Leslie J. Parrette, Jr.
Title: Person Authorized

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignee

By: 

Name: Daniel Denton

Title: Vice President

[Signature Page to the Trademark Security Agreement (German Grantor)]

TRADEMARK

REEL: 006650 FRAME: 0599

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

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Novelis Deutsch-land GmbH	4416425	B73A (and design)
Novelis Deutschland GmbH	2670686	FF2
Novelis Deutschland GmbH	2246994	FF2 (and design)
Novelis Deutschland GmbH	2490308	FF3
Novelis Deutsch-land GmbH	4416426	J73A (and design) (in color)

Trademark Applications:

None.