

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524505

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|---|--------------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NOVELIS PAE S.A.S. | | 05/17/2019 | société par actions simplifiée: FRANCE |
| RECEIVING PARTY DATA | | | |
| Name: | STANDARD CHARTERED BANK | | |
| Street Address: | 1 Basinghall Avenue | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EC2V 5DD | | |
| Entity Type: | Corporation: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1744280 | ALPUR | |
| Registration Number: | 2490097 | JUMBO 3CM | |
| 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: | Oren Epstein | | |
| SIGNATURE: | /OE/ | | |
| DATE SIGNED: | 05/21/2019 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT
(French Grantor)

TRADEMARK SECURITY AGREEMENT (French Grantor), dated as of May 17, 2019 (“Trademark Security Agreement”), by NOVELIS PAE S.A.S., a French société par actions simplifiée having its registered office at 725 rue Aristide Bergès, 38340 Voreppe, France, registered with the Grenoble Trade and Companies Register under number 421 528 555 (the “Assignor”), 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 French Collateral Agent (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee are party to a Fifth Priority Charge Over Business (Acte de Nantissement de Fonds de Commerce de Cinquieme Rang), as of April 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “French Security Agreement”) pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, that certain Trademark Security Agreement (French Grantor), dated as of January 13, 2017, was made by Assignor in favor of Assignee (the “Existing Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office on January 17, 2017 at Reel/Frame 005966/0666.

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 French Security Agreement. 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 security for the full payment, discharge and performance by the Assignor of the Secured Obligations, the Assignor hereby creates in favor of the Assignee and the Beneficiaries a Security Interest over 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 United States trademark or service mark application filed on the basis of the 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 French 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 Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Assignee pursuant to the French Security Agreement and the Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the Security Interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the French Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the French Security Agreement, the provisions of the French Security Agreement shall control unless it provides otherwise or the Assignee shall otherwise determine.

SECTION 5. Recordation. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 6. Termination. When the Security Period ends, this Trademark Security Agreement shall terminate.

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.

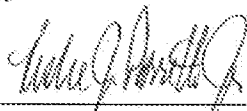
SECTION 8. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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 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, Assignor has caused this TRADEMARK SECURITY AGREEMENT (French Grantor) to be executed and delivered by its duly authorized officer as of the date first above written.

NOVELIS PAE S.A.S.
as Assignor

By: 
Name: Leslie J. Parrette, Jr.
Title: Attorney-in-Fact

Accepted and Agreed:

STANDARD CHARTERED BANK,
as Assignee

By: _____



Name:

Title:

Timothy Watts
Transaction Manager
Standard Chartered Bank

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT (French Grantor)

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| Mark | App. No. | Reg. No. | Owner |
|-------------|-----------------|-----------------|--------------------|
| ALPUR | 74262544 | 1744280 | Novelis Pae S.A.S. |
| JUMBO 3CM | 75852912 | 2490097 | Novelis Pae S.A.S. |

Trademark Applications:

NONE