

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571935

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                        | Formerly | Execution Date | Entity Type                            |
|-----------------------------|----------|----------------|--|
| Name Acquisition Co.        |          | 04/14/2020     | Corporation: DELAWARE                  |
| Aleris Rolled Products, LLC |          | 04/14/2020     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | WELLS FARGO BANK, NATIONAL ASSOCIATION      |
| <b>Street Address:</b>   | 1100 Abernathy Road                         |
| <b>Internal Address:</b> | Suite 1600                                  |
| <b>City:</b>             | Atlanta                                     |
| <b>State/Country:</b>    | GEORGIA                                     |
| <b>Postal Code:</b>      | 30328                                       |
| <b>Entity Type:</b>      | National Banking Association: UNITED STATES |

## PROPERTY NUMBERS Total: 7

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 3395767 | ALERIS            |
| Registration Number: | 3395766 | ALERIS            |
| Registration Number: | 3395853 | ALERIS            |
| Registration Number: | 3395854 | ALERIS            |
| Registration Number: | 2972760 | ROAD SHIELD       |
| Registration Number: | 3521292 | SUPER BRITE       |
| Registration Number: | 2972761 | ULTRA ROAD SHIELD |

## CORRESPONDENCE DATA

Fax Number: 2127352000

*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.*

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher &amp; Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

CH \$190.00 3395767

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 597600/39       |
| <b>NAME OF SUBMITTER:</b>      | Kendall Ickes   |
| <b>SIGNATURE:</b>              | /kendall ickes/ |
| <b>DATE SIGNED:</b>            | 04/14/2020      |

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2020 ("Trademark Security Agreement"), by Name Acquisition Co., a Delaware corporation ("Name Acquisition") and Aleris Rolled Products, LLC, a Delaware limited liability company ("Aleris RP LLC," and together with Name Acquisition, the "Assignors," and each, an "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 Assignors are party to that certain Second Amended and Restated Credit Agreement, dated as of October 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, inter alia, Novelis Inc., a corporation amalgamated under the Canada Business Corporations Act (the "Canadian Borrower"), the other borrowers party thereto, AV Metals Inc., a corporation formed under the Canada Business Corporations Act, the Assignors and the other guarantors party thereto, the lenders party thereto, each issuing bank party thereto, Wells Fargo Bank, National Association, as U.S. Swingline Lender, Collateral Agent and Administrative Agent and Wells Fargo Bank, N.A.. (London Branch), as European Swingline Lender;

WHEREAS, the Assignors are party to that certain Amended and Restated Security Agreement, dated as of May 13, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made, inter alia, by the Canadian Borrower, the Assignors and the other guarantors from time to time party thereto, as pledgors, assignors and debtors, 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, 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 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 by the Assignors 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 Trademarks 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 or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized 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 of 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 of 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.

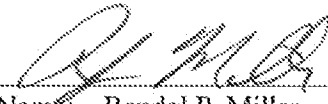
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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 AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). 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.

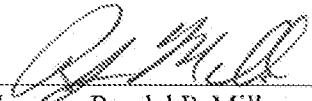
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IN WITNESS WHEREOF, each Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

NAME ACQUISITION CO.

By:   
Name: Randal P. Miller  
Title: Authorized Signatory

ALERIS ROLLED PRODUCTS, LLC

By:   
Name: Randal P. Miller  
Title: Authorized Signatory

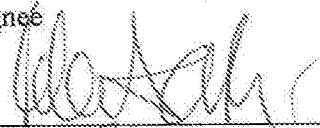
Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Assignee

By: \_\_\_\_\_

Name:

Title:

  
ROBERTO M. RUIZ  
SECRETARY



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

| <b>OWNER</b>                | <b>REGISTRATION NUMBER</b> | <b>REGISTRATION DATE</b> | <b>TRADEMARK</b>  |
|-----------------------------|----------------------------|--------------------------|-------------------|
| Name Acquisition Co.        | 3395767                    | 3/11/2008                | ALERIS            |
| Name Acquisition Co.        | 3395766                    | 3/11/2008                | ALERIS            |
| Name Acquisition Co.        | 3395853                    | 3/11/2008                | ALERIS & Design   |
| Name Acquisition Co.        | 3395854                    | 3/11/2008                | ALERIS & Design   |
| Aleris Rolled Products, LLC | 2972760                    | 7/19/2005                | ROAD SHIELD       |
| Aleris Rolled Products, LLC | 3521292                    | 10/21/2008               | SUPER BRITE       |
| Aleris Rolled Products, LLC | 2972761                    | 7/19/2005                | ULTRA ROAD SHIELD |

**Trademark Applications:**

None.