

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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: DELAWARE
RECEIVING PARTY DATA			
Name:	STANDARD CHARTERED BANK		
Street Address:	1 Basinghall Avenue		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2V 5DD		
Entity Type:	Corporation: ENGLAND		
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		
<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 LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	083610/20		

CH \$190.00 3395767

NAME OF SUBMITTER:	Kendall Ickes
SIGNATURE:	/kendall ickes/
DATE SIGNED:	04/14/2020
Total Attachments: 7 source=Trademark Agreement (TL - Aleris Entities)#page1.tif source=Trademark Agreement (TL - Aleris Entities)#page2.tif source=Trademark Agreement (TL - Aleris Entities)#page3.tif source=Trademark Agreement (TL - Aleris Entities)#page4.tif source=Trademark Agreement (TL - Aleris Entities)#page5.tif source=Trademark Agreement (TL - Aleris Entities)#page6.tif source=Trademark Agreement (TL - Aleris Entities)#page7.tif	

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 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 that certain Credit Agreement, dated as of January 10, 2017 (as amended, 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 “Borrower”), AV Metals Inc., a corporation formed under the Canada Business Corporations Act, the Assignors and other guarantors party thereto, the lenders party thereto and Standard Chartered Bank, as Administrative Agent and Collateral Agent;

WHEREAS, the Domestic Assignors are party to that certain Security Agreement, dated as of January 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made, inter alia, by the Borrower, the Domestic 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, 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 by the Domestic 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 Domestic 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.

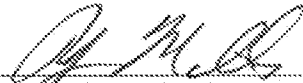
SECTION 8. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ASSIGNEE, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE AND THE OTHER 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

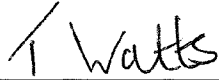
ALERIS ROLLED PRODUCTS, LLC

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

Accepted and Agreed:

STANDARD CHARTERED BANK,
as Assignee

By: _____



Name: Timothy Watts
Title: Transaction Manager
Standard Chartered Bank

[Signature Page to Trademark Security Agreement (Term Loan)]

TRADEMARK
REEL: 006916 FRAME: 0008

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
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.