

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novelis Koblenz GmbH (formerly known as Aleris Rolled Products Germany GmbH)		08/18/2022	Corporation: GERMANY
Novelis Services Ltd.		08/18/2022	Private Limited Company: ENGLAND
Novelis Deutschland GmbH		08/18/2022	Corporation: GERMANY
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: 3			
Property Type	Number	Word Mark	
Registration Number:	5438801	EVERCYCLE	
Serial Number:	97171226	WELDURAL	
Serial Number:	97214947	EVERCYCLE	
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:	2127352811		
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		
NAME OF SUBMITTER:	Kendall Ickes		

CH \$90.00 5438801

SIGNATURE:	/Kendall Ickes/
DATE SIGNED:	08/18/2022
Total Attachments: 8 source=Novelis - Supp. TMSA (SC)#page1.tif source=Novelis - Supp. TMSA (SC)#page2.tif source=Novelis - Supp. TMSA (SC)#page3.tif source=Novelis - Supp. TMSA (SC)#page4.tif source=Novelis - Supp. TMSA (SC)#page5.tif source=Novelis - Supp. TMSA (SC)#page6.tif source=Novelis - Supp. TMSA (SC)#page7.tif source=Novelis - Supp. TMSA (SC)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2022 (this “Trademark Security Agreement”), is made by Novelis Koblenz GmbH (formerly known as Aleris Rolled Products Germany GmbH), a company organized under the laws of Germany (“Novelis Koblenz”), Novelis Services Ltd., an English Private Company limited by shares (“Novelis Services”) and Novelis Deutschland GmbH, a company organized under the laws of Germany (together with Novelis Koblenz and Novelis Services, 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”).

WITNESSETH:

WHEREAS, the Assignors are party to that certain Credit Agreement, dated as of January 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among, inter alios, AV Metals Inc., a corporation formed under the Canada Business Corporations Act, the Assignors and other borrowers and guarantors party thereto, the lenders party thereto and Standard Chartered Bank, as Administrative Agent and Collateral Agent; and

WHEREAS, the Assignors are party to that certain Security Agreement, dated as of January 13, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made, inter alios, by 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 lien and 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. Credit Agreement. The lien and security interest granted by the Assignors pursuant to this Trademark Security Agreement is granted subject to the limitations of enforcement set out in Section 7.11 of the Credit Agreement, applied mutatis mutandis.

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

SECTION 6. 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 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 and security interest granted pursuant to this Trademark Security Agreement.

SECTION 7. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Assignee reserves the right, in its

sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt by the Assignee of a facsimile copy or electronic image scan transmission (e.g., PDF via electronic email) of an executed signature page and any notices as set forth herein shall constitute receipt by the Assignee and shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

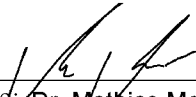
SECTION 8. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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 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, the Assignors and Assignee have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as the date first written above.

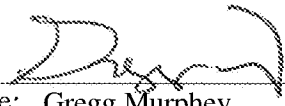
NOVELIS KOBLENZ GMBH,
as Assignor

By: 
Name: Dr. Mathias Monjé
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007825 FRAME: 0983

NOVELIS SERVICES LTD.,
as Assignor

By: 
Name: Gregg Murphey
Title: Attorney

[Signature Page to Trademark Security Agreement]

NOVELIS DEUTSCHLAND GMBH,
as Assignor

By: 
Name: Siegfried Adloff
Title: Managing Director

[Signature Page to Trademark Security Agreement]


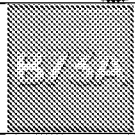
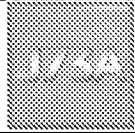
TRADEMARK
REEL: 007825 FRAME: 0985

STANDARD CHARTERED BANK,
as Assignee

By: *Gian Moreira*
Name: Gian Moreira
Title: Transaction Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner Name	App. No.	Reg. No.	Mark
Novelis Koblenz GmbH (f/k/a Aleris Rolled Products Germany GmbH)	79158191	4729759	HOKOTOL
Novelis Services Ltd.	86983572	5438801	
Novelis Deutschland GmbH	79329530		
Novelis Deutschland GmbH	79330104		
Novelis Koblenz GmbH	97171226		WELDURAL
Novelis Services Ltd.	97214947		EVERCYCLE

[Schedule I]