

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novelis Inc.		09/01/2022	Corporation: CANADA
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:	4988911	ADVANZ	
Registration Number:	5100542	NOT JUST ALUMINUM, NOVELIS ALUMINUM	
Registration Number:	4993643	NOT JUST ALUMINUM, NOVELIS ALUMINUM	
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:	597600/39		
NAME OF SUBMITTER:	Kendall Ickes		
SIGNATURE:	/kendall ickes/		
DATE SIGNED:	09/01/2022		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2022 (this “Trademark Security Agreement”), is made by Novelis Inc. a corporation amalgamated under the Canada Business Corporations Act and having its corporate office at Two Alliance Center, 3560 Lenox Road, Suite 2000, Atlanta, GA 30326, USA (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”).

WITNESSETH:

WHEREAS, the Assignor is 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 alios*, AV Metals Inc., a corporation formed under the Canada Business Corporations Act, the Assignor. and other borrowers and 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; and

WHEREAS, the Assignor is 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 alios*, by the Assignor and the other guarantors from time to time party thereto, as pledgors, assignors and debtors, in favor of the Assignee pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, AV Metals Inc. and the Assignor consummated a merger as of the date hereof, pursuant to a plan of arrangement under the Canada Business Corporations Act, of AV Metals Inc. and the Assignor, following which the Assignor was the sole surviving Person (the “Amalgamation”); and

WHEREAS, AV Minerals (Netherlands) N.V., the Assignor and the Assignee, amongst others, entered into that certain Reaffirmation and Joinder Agreement (ABL) (the “Reaffirmation”), pursuant to which the Assignor (i) confirmed and reaffirmed, amongst other things, that all prior grants by the Assignor of security interests in favor of the Assignee for the benefit of the Secured Parties under any relevant Loan Document to which the Assignor was a party shall continue and remain in effect and be binding upon the Assignor following the Amalgamation, and (ii) granted and pledged to the Assignee for the benefit of the Secured Parties, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a Lien on and security interest in, all of its right, title and interest in, to and under the Pledged Collateral, including the Pledged Trademark Collateral.

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 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. Reaffirmation and Grant of Security Interest in Trademark Collateral.

The Assignor hereby confirms and reaffirms that all prior grants by the Assignor of security interests in the Pledged Trademark Collateral in favor of the Assignee for the benefit of the Secured Parties under any relevant Loan Document to which the Assignor was a party shall continue and remain in effect and be binding upon the Assignor following the Amalgamation. As collateral security for the payment and performance in full of all the Secured Obligations, the 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 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 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 Assignor 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 Reaffirmation and the 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 Security Agreement and Reaffirmation. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement or Reaffirmation, the provisions of the Security Agreement and Reaffirmation shall control unless the Assignee shall otherwise determine.

SECTION 4. Recordation. The Assignor hereby authorizes and requests that the Commissioner of Trademark of the United States 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 and security interest granted pursuant to this Trademark Security Agreement and upon the request and at the sole cost and expense of the Assignor, the Assignee shall execute, acknowledge, and deliver to the Assignor 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 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.

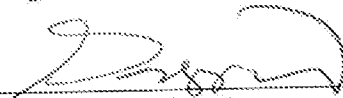
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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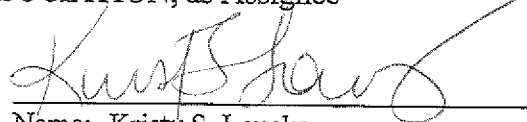
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as the date first written above.

NOVELIS INC.,
as Assignor

By: 
Name: Gregg Murphey
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Assignee

By:



Name: Kristy S. Loucks

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	REG. NUMBER (APP. NUMBER)	TRADEMARK
Novelis Inc.	4988911 (85/745,353)	ADVANZ
Novelis Inc.	5100542 (85/715,327)	NOT JUST ALUMINUM, NOVELIS ALUMINUM
Novelis Inc.	4993643 (85/723,349)	NOT JUST ALUMINUM, NOVELIS ALUMINUM

[Schedule I]