



Registration of a Charge

Company Name: **NOVELIS SERVICES LIMITED**

Company Number: **06628654**



XBAQZNPN

Received for filing in Electronic Format on the: **19/08/2022**

Details of Charge

Date of creation: **18/08/2022**

Charge code: **0662 8654 0018**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Brief description: **EVERCYCLE TRADEMARK REGISTERED IN THE UNITED STATES WITH REGISTERED NUMBER 5438801. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6628654

Charge code: 0662 8654 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2022 and created by NOVELIS SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2022 .

Given at Companies House, Cardiff on 22nd August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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 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 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 alios*, AV Metals Inc., a corporation formed under the Canada Business Corporations Act, the Assignors and the 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 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 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 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 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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 Monje~~
Title: Managing Director

NOVELIS SERVICES LTD.,
as Assignor

By: 
Name: Gregg Murphey
Title: Attorney


NOVELIS DEUTSCHLAND GMBH,
as Assignor

By: 
Name: Siegfried Adloff
Title: Managing Director

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Assignee




By: 

Name: Chance Hausler

Title: Director 

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