

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6061061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALERIS ROLLED PRODUCTS, LLC	04/14/2020
ALERIS ROLLED PRODUCTS INC	04/14/2020
RECEIVING PARTY DATA	
Name:	STANDARD CHARTERED BANK
Street Address:	1 BASINGHALL AVENUE
City:	LONDON
State/Country:	ENGLAND
Postal Code:	EC2V 5DD
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6789602
Patent Number:	6764559
Patent Number:	6827179
Application Number:	62837338
Application Number:	62871371
CORRESPONDENCE DATA	
Fax Number:	(212)735-2000
<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:	mrribando@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
SIGNATURE:	/kendall ickes/
DATE SIGNED:	04/14/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	

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Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April 14, 2020 (“Patent Security Agreement”), by Aleris Rolled Products, LLC, a Delaware limited liability company (“Aleris RP LLC”), and Aleris Rolled Products Inc., a Delaware corporation (“Aleris RP Inc.,” and, together with Aleris RP LLC, 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 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 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 Patent 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 Patent Security Agreement, the term “Patents” shall mean, collectively, all patents, patent applications, certificates of inventions, industrial designs and rights corresponding thereto throughout the world (whether established or registered or recorded in Canada, the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof.

SECTION 2. Grant of Security Interest in Patent 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 Patent Collateral”):

(a) all Patents of such Assignor, including, without limitation, the registered and applied-for Patents 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 Patent 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 Patent 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 Pledged Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent 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 Patent 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 Patent Security Agreement shall terminate. Upon termination of this Patent Security Agreement the Pledged Patent Collateral shall be released from the lien and security interest granted pursuant to this Patent 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 Patent Collateral from the lien and security interest granted pursuant to this Patent Security Agreement.

SECTION 6. Counterparts. This Patent 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 Patent 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 Patent Security Agreement.

SECTION 7. Governing Law. This Patent 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 PATENT 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 PATENT SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

ALERIS ROLLED PRODUCTS, LLC

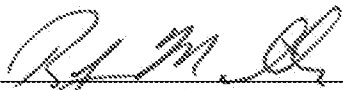
By: _____



Name: Randal P. Miller

Title: Authorized Signatory

ALERIS ROLLED PRODUCTS, INC.

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

[Signature Page to Patent Agreement (Term Loan)]

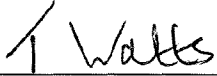
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Accepted and Agreed:

STANDARD CHARTERED BANK,
as Assignee

By: _____

A handwritten signature in black ink, appearing to read "T. Watts", is written over a horizontal line.

Name:

Title:

Timothy Watts
Transaction Manager
Standard Chartered Bank

[Signature Page to Patent Agreement (Term Loan)]

PATENT
REEL: 052394 FRAME: 0860

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	NAME
Aleris Rolled Products, LLC	6,789,602	9/14/2004	Process for producing aluminum sheet product having controlled recrystallization
Aleris Rolled Products, LLC	6,764,559	5/20/2004	Aluminum automotive frame members
Aleris Rolled Products, LLC	6,827,179	12/7/2004	Sound barrier system

Patent Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	NAME
Aleris Rolled Products, Inc.	62/837,338	4/23/2019	Line speed dependent control of a furnace for heat treating aluminum alloy sheet
Aleris Rolled Products, Inc.	62/871,371	7/8/2019	Methods and systems for measuring flatness of aluminum alloy sheet in a heat treating furnace