

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7131299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NOVELIS INC.	01/19/2022
	NOVELIS KOBLENZ GMBH	01/19/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	STANDARD CHARTERED BANK	
<b>Street Address:</b>	1 BASHINGHALL AVENUE	
<b>City:</b>	LONDON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	EC2V 5DD	
<b>PROPERTY NUMBERS Total: 41</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	10994317	
Patent Number:	11125271	
Patent Number:	11065843	
Patent Number:	10995397	
Patent Number:	10975461	
Patent Number:	11072843	
Patent Number:	11007557	
Patent Number:	11118253	
Patent Number:	11123749	
Application Number:	63199229	
Application Number:	63183700	
Application Number:	17450796	
Application Number:	17224361	
Application Number:	17445205	
Application Number:	17352511	
Application Number:	17309367	
Application Number:	63260937	
Application Number:	63195731	
Application Number:	63253241	

PATENT

Property Type	Number
Application Number:	63250806
Application Number:	63248171
Application Number:	17305351
Application Number:	63263092
Application Number:	63172499
Application Number:	63178313
Application Number:	63190852
Application Number:	63202408
Application Number:	63261042
Application Number:	63178323
Application Number:	63174076
Application Number:	63261216
Application Number:	63177129
Application Number:	63224005
Application Number:	63263052
Application Number:	63262761
Application Number:	17447341
Application Number:	17292901
Application Number:	17310194
Application Number:	17422042
Application Number:	17421933
Application Number:	63224618

#### CORRESPONDENCE DATA

**Fax Number:** (212)735-2000

*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.*

**Phone:** 2127352811

**Email:** mriband@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

<b>ATTORNEY DOCKET NUMBER:</b>	083610/20
<b>NAME OF SUBMITTER:</b>	KENDALL ICKES
<b>SIGNATURE:</b>	/kendall ickes/
<b>DATE SIGNED:</b>	01/20/2022

**Total Attachments: 10**

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 19, 2022 (this “Patent Security Agreement”), is made by Novelis Inc. a corporation amalgamated under the Canada Business Corporations Act (“Novelis”) and Novelis Koblenz GmbH, a German limited liability company (together with Novelis, 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 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 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 Patents 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 of 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.

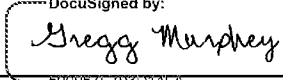
SECTION 8. INTERCREDITOR AGREEMENT GOVERNS.

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

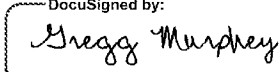
NOVELIS INC.,  
as Assignor

By:  DocuSigned by:  
500987E793D74FA...  
Name: Gregg Murphey  
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 058711 FRAME: 0928**

NOVELIS KOBLENZ GMBH  
as Assignor


By:  DocuSigned by:  
300967E793D14FA...  
Name: Gregg Murphey  
Title: Person Authorized

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 058711 FRAME: 0929**



STANDARD CHARTERED BANK, as  
Assignee

By:   
Name: Paul Thompson  
Title: Global Head of the Transaction  
Management Group

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

<b>OWNER</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>	<b>TITLE</b>
Novelis Inc.	10994317	2021-05-04	Method and Apparatus for Controlling Metal Strip Profile During Rolling with Direct Measurement of Process Parameters
Novelis Inc.	11125271	2021-09-21	Non-Contact Magnetic Steering
Novelis Inc.	11065843	2021-07-20	Multi-Layered Finishes for Can Ends
Novelis Inc.	10995397	2021-05-04	Aluminum Alloys and Methods of Making the Same
Novelis Inc.	10975461	2021-04-13	Casting Recycled Aluminum Scrap
Novelis Inc.	11072843	2021-07-27	Systems and Methods for Non-Contact Tensioning of a Metal Strip
Novelis Inc.	11007557	2021-05-18	Systems and Methods for Removing Viscous Materials in Metal Article Processing
Novelis Inc.	11118253	2021-09-14	Reactive Quenching Solutions and Methods of Use
Novelis Inc.	11123749	2021-09-21	Systems and Methods for Sorting Material on a Conveyor

**Patent Applications:**

OWNER	APPLICATION NUMBER	FILING DATE	TITLE
Novelis Inc.	63/199229	12/15/2020	Modified Metal Foil Capacitors and Methods for Making Same
Novelis Inc.	63/183700	5/4/2021	Infiltration and Drying Under Pressure for Conductive Polymer Coating on Porous Substrates
Novelis Inc.	17/450796	2021-10-13	Aluminum Alloy Products and a Method of Preparation
Novelis Inc.	17/224,361	2021-04-07	Method and Apparatus for Controlling Metal Strip Profile During Rolling with Direct Measurement of Process Parameters
Novelis Inc.	17/445205	2021-08-17	Non-Contact Magnetic Steering
Novelis Inc.	17/352511	2021-06-21	Systems and Methods for Non-Contact Tensioning of a Metal Strip
Novelis Inc.	17/309367	2021-05-21	Redraw and Ironing System
Novelis Inc.	63/260937	2021-09-07	Systems and Methods for Producing Texturized Casting Molds of a Continuous Belt Caster
Novelis Inc.	63/195731	2021-06-02	Nosetip Design for High-Performance Continuous Casting
Novelis Inc.	63/253241	2021-10-07	Locally Reinforced Aluminum and Aluminum Alloy Products and Methods of Making the Same
Novelis Inc.	63/250806	2021-09-30	Systems and Methods for Forming a Double Dome Container
Novelis Inc.	63/248171	2021-09-24	Advanced Cash Lines Simultaneous Solution Heat Treat and Surface Treatment (SHST)

Novelis Inc.	17/305351	2021-07-06	Metal Joiner System, Associated Methods, and Products
Novelis Inc.	63/263092	2021-10-27	Systems and Methods for Rapid Substrate Cooling
Novelis Inc.	63/172499	2021-04-08	Primary Beverage Container with Temperature Control
Novelis Inc.	63/178313	2021-04-22	Crazing Resistant Can End Stock
Novelis Inc.	63/190852	2021-05-20	Bottom Block for Direct Chill Casting
Novelis Inc.	63/202408	2021-06-10	Continuous Rapid Metal Sorting via Machine-Readable Marking
Novelis Inc.	63/261042	2021-09-09	Aluminum Alloy Article Having Low Roping and Methods of Making the Same
Novelis Inc.	63/178323	2021-04-22	Laminated Can End Stock
Novelis Inc.	63/174076	2021-04-13	Contactless Loopier for Metal Processing and Related Methods
Novelis Inc.	63/261216	2021-09-15	Aluminum-Based Anode for Lithium Ion Batteries
Novelis Inc.	63/183700	2021-05-04	Infiltration and Drying Under Pressure for Conductive Polymer Coating on Porous Substrates
Novelis Inc.	63/177129	2021-04-20	Roll Steering Control Systems and Methods for Tandem Mills
Novelis Inc.	63/224005	2021-07-21	Container End Closure Sealing Liner and Methods of Preparing the Same
Novelis Inc.	63/263052	2021-10-26	Heat Treated Aluminum Sheets and Processes for Making
Novelis Inc.	63/262761	2021-10-20	Thermal Assisted SPR for High Strength 7xxx Aluminum
Novelis Koblenz GmbH	17/447341	2021-09-10	Method and Device for Casting Metal Alloy Ingots
Novelis Koblenz GmbH	17/292901	2021-05-11	7xxx-Series Aluminium Alloy Product

Novelis Koblenz GmbH	17/310194	2021-07-26	Method of Manufacturing a Brazing Sheet Product
Novelis Koblenz GmbH	17/422042	2021-07-09	Method of Manufacturing an ALMGSC-Series Alloy Product
Novelis Koblenz GmbH	17/421933	2021-07-09	7xxx-Series Aluminium Alloy Product
Novelis Koblenz GmbH	63/224618	2021-07-22	Armour Component Produced From a 7xxx-Series Aluminium Alloy

**PATENT**

**REEL: 058711 FRAME: 0934**

**RECORDED: 01/20/2022**

[Schedule I]