

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446851

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Novelis Inc.		06/30/2014	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reynolds Consumer Products LLC		
<b>Street Address:</b>	1900 West Field Ct.		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2182802	BBQ BUDDY	
<b>Registration Number:</b>	1577805	PARTYWARE	
<b>Registration Number:</b>	4076301	TUXEDO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	847-482-2587		
<b>Email:</b>	RGH_IPDOCKET@RANKNA.COM		
<b>Correspondent Name:</b>	Reynolds Consumer Products LLC		
<b>Address Line 1:</b>	1900 West Field Ct.		
<b>Address Line 2:</b>	Attn. Daniel Shulman		
<b>Address Line 4:</b>	Lake Forest, ILLINOIS 60045		
<b>NAME OF SUBMITTER:</b>	Erica Frolich		
<b>SIGNATURE:</b>	/erica frolich/		
<b>DATE SIGNED:</b>	10/11/2017		
<b>Total Attachments: 6</b>			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement ("Trademark Assignment") is made effective as of June 30, 2014 by and between Novelis Inc., a Canadian corporation (the "Assignor"), and Reynolds Consumer Products Canada Inc., a Canadian corporation ("Assignee"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the APA (as defined below).

WHEREAS, Assignor and Reynolds Consumer Products LLC, a Delaware limited liability company (f/k/a Reynolds Consumer Products, Inc.) ("Buyer"), are parties to that certain Asset Purchase Agreement dated November 15, 2013 (the "APA"), pursuant to which Assignor agreed to sell, convey, assign, and transfer to Buyer, among other assets, the entire title, rights, interests, benefits, and privileges in and to all trademarks specified on Schedule 1 hereto (collectively, the "Business Marks"), together with the respective goodwill of the Business symbolized by the respective Business Marks;

WHEREAS, Buyer has designated Assignee, its Affiliate, to take title to the Business Marks; and

WHEREAS, Assignor now wishes to assign the Business Marks to Assignee, and Assignee is desirous of acquiring the Business Marks from Assignor.

NOW, THEREFORE, pursuant and subject to the terms of the APA and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed, to Assignee, as successor to the Business, the whole entire right, title, and interest in and to the Business Marks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the Laws of all jurisdictions.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other Governmental Entities to issue or transfer all Business Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Assignor covenants, agrees and undertakes to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee any and all of the Business Marks, at Assignee's expense.

4. Assignor agrees that it is hereby legally bound, upon reasonable request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Business Marks (and the Business identified by the Business Marks), and to testify in any legal proceeding relating thereto.

5. This Trademark Assignment is being delivered pursuant to the APA and will be construed consistently therewith. This Trademark Assignment is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the Parties under the APA. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the APA, the terms of the APA will govern.

6. This Trademark Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by email transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

7. This Trademark Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be signed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

Novelis Inc.

By: *Leslie J. Parrette, Jr.*

Name: Leslie J. Parrette, Jr.

Title: Senior Vice President and General Counsel

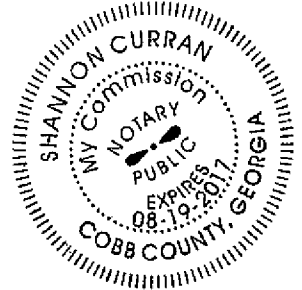
NOTARIZATION

On this 30 day of June, 2014, before me, the undersigned Notary Public, personally appeared Leslie J. Parrette, Jr., proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

*[Signature]*  
Signature of Notary

(Seal)

My Commission Expires: 08-19-2017



ASSIGNEE:

Reynolds Consumer Products Canada Inc.

By: *Lance Mitchell*

Name: Lance Mitchell

Title: President

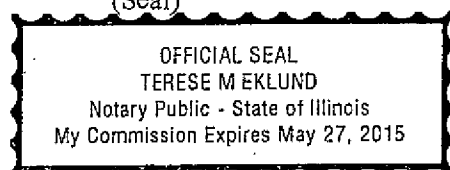
NOTARIZATION

On this 30<sup>th</sup> day of June, 2014, before me, the undersigned Notary Public, personally appeared Lance Mitchell, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.




*Terese M. Eklund*  
Signature of Notary

(Seal)



My Commission Expires: May 27, 2015



**Schedule 1.1-C  
Business Marks**

Jurisdiction	Mark	Status	Application No. Filing Date	Reg. No Reg. Date	Owner	Description
Canada	BAKE-KING	Registered	385224 Apr 23, 1975	TMA213903 May 21, 1976	Novelis Inc.	Bakeware, namely biscuit pans, bread pans, broiler pans, burner guards, cake pans, cookie pans, cupcake cups, dinner trays, drip guards, heat diffusers, loaf pans, meat pie plates, muffin pans, oven protectors, pie plates, deep pie plates, pot pie plates, pizza pans, pot covers, roasting pans and racks therefor, salad cake molds, tart forms, pot cover assortments and pan assortments; made from base metal, tinplate, aluminum sheet or aluminum foil.  Paint trays and paint tray liners made of tinplate aluminum sheet or aluminum foil.
Canada	BAKE-KING (and design)  	Registered	396204 Mar 26, 1976	TMA222566 Aug 19, 1977	Novelis Inc.	Bakeware, namely biscuit pans, bread pans, broiler pans, burner guards, cake pans, cookie pans, cupcake cups, dinner trays, drip guards, heat diffusers, loaf pans, meat pie plates, muffin pans, oven protectors, pie plates, deep pie plates, pot pie plates, pizza pans, pot covers, roasting pans and racks therefor, salad cake molds, tart forms, pot cover assortments and pan assortments; made from base metal, tinplate, aluminum sheet or aluminum foil; paint trays and paint tray liners made of tinplate, aluminum sheet or aluminum foil.
Canada	BAKE-KING (and design)  	Registered	385225 Apr 23, 1975	TMA213746 May 14, 1976	Novelis Inc.	Bakeware, namely biscuit pans, bread pans, broiler pans, burner guards, cake pans, cookie pans, cupcake cups, dinner trays, drip guards, heat diffusers, loaf pans, meat pie plates, muffin pans, oven protectors, pie plates, deep pie plates, pot pie plates, pizza pans, pot covers, roasting pans and racks therefor, salad cake molds, tart forms, pot cover assortments and pan assortments; made from base metal, tinplate, aluminum sheet or aluminum foil.  Paint trays and paint tray liners made of tinplate, aluminum sheet or aluminum foil.
Canada	BAKE-KING (and design)  	Registered	475030 Sep 3, 1981	TMA269512 May 28, 1982	Novelis Inc.	Bakeware, namely biscuit pans, bread pans, broiler pans, burner guards, cake pans, cookie pans, cupcake cups, dinner trays, drip guards, heat diffusers, loaf pans, meat pie plates, muffin pans, oven protectors, pie plates, deep pie plates, pot pie plates, pizza pans, pot covers, roasting pans and racks therefor, salad cake molds, tart forms, pot cover assortments and pan assortments; made from base metal, tinplate, aluminum sheet or aluminum foil; paint trays and paint tray liners made of tinplate, aluminum sheet or aluminum foil.

Canada	BAKE-KING (stylized)  <i>Bake-King</i>	Registered	281062 Mar 13, 1964	TMA138326 Dec 4, 1964	Novellis Inc.	Bakeware, namely broiler pans, burner guards, cookie pans, cupcake cups, dinner trays, drip guards, heat diffusers, loaf pans, meat pie plates, oven protectors, deep pie plates, pot pie plates, pizza pans, roasting pans and racks therefor, salad cake molds, tart forms; made from base metal tinplate, aluminum sheet or aluminum foil.  Biscuit pans, bread pans, cake pans, muffin pans, pie plates, pot covers, pot cover assortments and pan assortments, made of base metal.  Paint trays and paint tray liners made of tinplate aluminum sheet or aluminum foil.
Canada	BBQ BUDDY	Registered	814013 May 30, 1996	TMA477762 Jun 13, 1997	Novellis Inc.	Foilware, namely cooking vessels.
United States of America	BBQ BUDDY	Registered	75168931 Sep 19, 1996	2182802 Aug 18, 1998	Novellis Inc.	Aluminum foilware, namely, grill top pans and trays.
Canada	DELI SACS	Registered	1196353 Nov 6, 2003	TMA644286 Jul 13, 2005	Novellis Inc.	Flexible aluminum foil.
Canada	MAGIC-FOIL	Registered	263454 Jun 14, 1961	TMA129746 Feb 8, 1963	Novellis Inc.	Aluminum foil.
Canada	MORFOILS	Registered	349723 Jan 24, 1972	TMA187287 Dec 15, 1972	Novellis Inc.	Aluminum foil and aluminum foil bakeware.
Canada	PARTYWARE	Registered	599057 Jan 15, 1988	TMA351048 Feb 10, 1989	Novellis Inc.	Serving trays and bowls and inserts and lids therefor.
United States of America	PARTYWARE	Registered	73740187 Jul 15, 1988	1577805 Jan 16, 1990	Novellis Inc.	Serving trays and inserts and lids therefor.
Canada	PLUS	Registered	520019 Apr 5, 1984	TMA303645 Jun 14, 1985	Novellis Inc.	Foils, institutional foils, foil wrapping.
Canada	POCKET PALS	Registered	1196352 Nov 6, 2003	TMA629123 Dec 23, 2004	Novellis Inc.	Flexible aluminum foil.

Canada	SLIDE	Registered	1266256 Jul 27, 2005	TMA686314 Apr 19, 2007	Novelis Inc.	Aluminum foil.
Canada	TUXEDO (and design) 	Registered	1018930 Jun 14, 1999	TMA537076 Nov 14, 2000	Novelis Inc.	Aluminium containers.
United States of America	TUXEDO (and design) 	Registered	85234648 Feb 4, 2011	4076301 Dec 27, 2011	Novelis Inc.	Aluminum containers for packaging food at food service establishments.
	ENCORE	Common Law	N/A	N/A	Novelis Inc.	
	PLATINUM	Common Law	N/A	N/A	Novelis Inc.	
	CANTAINER	Common Law	N/A	N/A	Novelis Inc.	