

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment for Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AllianceOne Incorporated		10/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Laminar Direct Capital L.P., as Collateral Agent		
Street Address:	10000 Memorial Drive		
Internal Address:	Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2810869	ALLIANCEONE	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	033532.13ASSIGTALLIANCECL		
NAME OF SUBMITTER:	Charles L. Evans		
Signature:	/Charles L. Evans/		

OP \$40.00 2810869

Date:

11/15/2005

Total Attachments: 3

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, AllianceOne Incorporated, a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated October 20, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Laminar Direct Capital L.P., as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

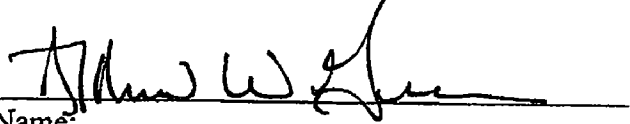
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Collateral Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Collateral Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 20, 2005.

ALLIANCEONE INCORPORATED

By: 
Name:
Title:

Assignment for Security
(Trademarks)

TRADEMARK
REEL: 003194 FRAME: 0202

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

ALLIANCEONE (Reg. No. 2810869)

CHAR21889590v3

RECORDED: 11/15/2005

TRADEMARK
REEL: 003194 FRAME: 0203