

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance One International, Inc.		10/14/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3163887	ALLIANCEONE	
Registration Number:	3163888	ALLIANCEONE	
Registration Number:	3169821	A ALLIANCE ONE	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128198437		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak / White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2994		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	10/17/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

October 14, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Alliance One International, Inc., a Virginia corporation (the “Grantor”) with principal offices at 8001 Aerial Center Parkway, Morrisville, North Carolina 27560, hereby grants to Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the Grantor’s Marks (as such term is defined in the Security Agreement referred to below), including as set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE GRANTEE PURSUANT TO THIS GRANT AND THE SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE GRANTEE HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE SENIOR LIEN INTERCREDITOR AGREEMENT, DATED AS OF OCTOBER 14, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG THE GRANTEE, THE BANK OF NEW YORK MELLON TRUST COMPANY N.A. AND THE OTHER PARTIES FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other pledgors from time to time party thereto and the Grantee, dated as of October 14, 2016 (as amended, modified, restated and/or supplemented from time to time, the


“Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement) and upon reasonable request from the Grantor, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant and the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the first date written above.

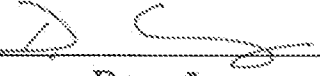
ALLIANCE ONE INTERNATIONAL, INC., as
Grantor

By: 
Name: Joel L. Thomas
Title: Executive Vice President –
Chief Financial Officer

[AOI – Signature Page to Trademark Security Agreement (ABL)]

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent and Grantee

By: 
Name: **FRANK FAZIO**
Title: **Managing Director**

By: 
Name: **Dusan Lazarov**
Title: **Director**

SCHEDULE A
to
Grant of Security Interest in United States Trademarks

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	ALLIANCEONE	78571743	2005-02-21	3163887	2006-10-24	Alliance One International, Inc.
2.	ALLIANCEONE	78571750	2005-02-21	3163888	2006-10-24	Alliance One International, Inc.
3.	A ALLIANCE ONE	78571756	2005-02-21	3169821	2006-11-07	Alliance One International, Inc.