

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PYXUS HOLDINGS, INC.		08/24/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	9062 OLD ANNAPOLIS ROAD		
City:	COLUMBIA		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3163887	ALLIANCEONE	
Registration Number:	3163888	ALLIANCEONE	
Registration Number:	3169821	A ALLIANCE ONE	
Registration Number:	6043360	SENTRI	
Registration Number:	6043367	SENTRI	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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)455-2055		
Email:	ksolomon@stblaw.com		
Correspondent Name:	KATE MIRINO, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003863/0002		
NAME OF SUBMITTER:	KATE MIRINO		
SIGNATURE:	/KM/		

CH \$140.00 3163887

DATE SIGNED:	11/03/2020
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Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

August 24, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Pyxus Holdings, Inc., a Virginia corporation (the “Grantor”) with principal offices at 8001 Aerial Center Parkway, Morrisville, NC 27560, hereby grants to Wells Fargo Bank, National Association, as Collateral Agent, with an office at Wells Fargo Bank, National Association, as Collateral Agent, Corporate Trust Services, 9062 Old Annapolis Road, Columbia, Maryland 21045, Attention of: Jason Prisco or Lance Yeagle-Pyxus (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, excluding any Excluded Assets, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and (iii) the goodwill of the businesses with which the Marks are associated.

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 ABL/TERM LOAN/NOTES INTERCREDITOR AGREEMENT, DATED AS OF AUGUST 24, 2020 (AS AMENDED, MODIFIED, RESTATED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG THE GRANTEE, ALTER DOMUS (US) LLC 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 prompt payment and performance in full when due, whether by lapse of time or otherwise, of the Secured Obligations, 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 August 24, 2020 (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 at the request and expense of the Grantor, the Grantee shall promptly execute, acknowledge and deliver to the Grantor a proper instrument in writing releasing the security interest granted 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.

The terms of Section 13.08 of the Credit Agreement (as defined in the Security Agreement) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

The Collateral Agent is entering into this Grant solely in its capacity as Collateral Agent under the Credit Agreement (as defined in the Security Agreement). All rights, privileges, protections and immunities (including, without limitation, the right to indemnification) in favor of the Collateral Agent under the Credit Agreement and the other Loan Documents shall be applicable to the Collateral Agent under this Grant.

[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.


PYXUS HOLDINGS, INC., Grantor

By: Joel Thomas

Name: Joel L. Thomas

Title: President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent, as Grantee

By: 
Name: _____
Title:

José M. Rodríguez
Vice President

SCHEDULE A
to
Grant of Security Interest in United States Trademarks

Trademark	Registrant	Date Filed	Serial No. / Registration No.	Registration Date
ALLIANCEONE	Pyxus International, Inc.	2005-02-21	3163887	2006-10-24
ALLIANCEONE	Pyxus International, Inc.	2005-02-21	3163888	2006-10-24
A ALLIANCE ONE	Pyxus International, Inc.	2005-02-21	3169821	2006-11-07
SENTRI	Pyxus International, Inc.	2018-09-20	6043360	2020-04-28
SENTRI & Design	Pyxus International, Inc.	2018-09-25	6043367	2020-04-28