

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (TL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PYXUS HOLDINGS, INC.		08/24/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT		
Street Address:	255 W. WASHINGTON ST.		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
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 “Pledgor”) with principal offices at 8001 Aerial Center Parkway, Morrisville, NC 27560, hereby grants to Alter Domus (US) LLC, as Collateral Agent, with principal offices at 255 W. Washington St., 9th Floor, Chicago, IL, 60606 (the “Pledgee”), a continuing security interest in (i) all of the Pledgor’s right, title and interest in, to and under the Pledgor’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 PLEDGEE PURSUANT TO THIS GRANT AND THE SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE PLEDGEE 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 “ABL/TERM LOAN/NOTES INTERCREDITOR AGREEMENT”), AMONG THE PLEDGEE, WELLS FARGO BANK, NATIONAL ASSOCIATION, WILMINGTON TRUST, NATIONAL ASSOCIATION AND THE OTHER PARTIES FROM TIME TO TIME PARTY THERETO AND THE TERM LOAN/NOTES INTERCREDITOR AGREEMENT, DATED AS OF AUGUST 24, 2020 (AS AMENDED, MODIFIED, RESTATED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE “TERM LOAN/NOTES INTERCREDITOR AGREEMENT” AND, TOGETHER WITH THE ABL/TERM LOAN/NOTES INTERCREDITOR AGREEMENT, THE “INTERCREDITOR AGREEMENTS”) AMONG THE PLEDGEE, WILMINGTON TRUST, NATIONAL ASSOCIATION AND THE OTHER PARTIES FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF SUCH 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 Pledgor, the other pledgors from time to time party thereto and the Pledgee, 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 Pledgor, the Pledgee shall promptly execute, acknowledge and deliver to the Pledgor a proper instrument in writing releasing the security interest granted under this Grant and the Security Agreement.

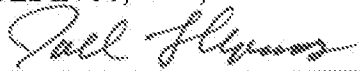
This Grant has been granted in conjunction with the security interest granted to the Pledgee under the Security Agreement. The rights and remedies of the Pledgee with respect to the security

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.

PYXUS HOLDINGS, INC., Grantor

By: 

Name: Joel L. Thomas

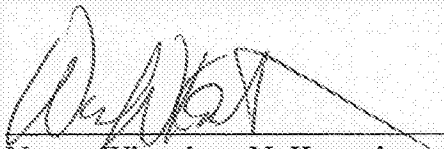
Title: President

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

PYXUS HOLDINGS, INC., Pledgor

By: _____
Name:
Title:

ALTER DOMUS (US) LLC, as Collateral
Agent and Pledgee

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

[Signature Page to Trademark Security Agreement (Exit TL)]

TRADEMARK
REEL: 007094 FRAME: 0879

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