

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pyxus Holdings, Inc.		07/07/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	255 W. Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88131224	·SENTRI SOURCE TO MARKET ASSURANCE·	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	704-377-8105		
Email:	lbarnes@robinsonbradshaw.com		
Correspondent Name:	Lani Barnes Baxter, Robinson Bradshaw		
Address Line 1:	101 North Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Lani Barnes Baxter		
SIGNATURE:	/Lani Barnes Baxter/		
DATE SIGNED:	07/08/2021		
Total Attachments: 5			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

July 7, 2021

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, North Carolina 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., Pledgor

By: B. Wayne Kinney
Name: B. Wayne Kinney
Title: Assistant Treasurer

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

By: _____
Name:
Title:

By: _____
Name:
Title:

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**

SCHEDULE A
to
Grant of Security Interest in United States Trademarks

Trademark	Registrant	Date Filed	Serial No. / Registration No.	Registration Date
SENTRI SOURCE TO MARKET ASSURANCE	Pyxus Holdings, Inc.	2018-09-25	88131224	2020-11-24