

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pyxus Holdings, Inc.		07/07/2021	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	246 Goose Lane, Suite 105		
<b>City:</b>	Guilford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06437		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88131224	·SENTRI SOURCE TO MARKET ASSURANCE·	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	704-377-8105		
<b>Email:</b>	lbarnes@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Lani Barnes Baxter, Robinson Bradshaw		
<b>Address Line 1:</b>	101 North Tryon Street, Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Lani Barnes Baxter		
<b>SIGNATURE:</b>	/Lani Barnes Baxter/		
<b>DATE SIGNED:</b>	07/08/2021		
<b>Total Attachments: 5</b>			
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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 "Grantor") with principal offices at 8001 Aerial Center Parkway, Morrisville, North Carolina 27560, hereby grants to Wilmington Trust, National Association, in its capacity as Collateral Agent, with a corporate trust office at 246 Goose Lane, Suite 105, Guilford, CT 06437 (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 "ABL/TERM LOAN/NOTES INTERCREDITOR AGREEMENT"), AMONG THE GRANTEE, ALTER DOMUS (US) LLC, WELLS FARGO BANK, 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 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 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 all 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.

**[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: B. Lynn Finney  
Name: B. Lynn Finney  
Title: Assistant Treasurer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, in its capacity as Collateral Agent,  
as Grantee

By: \_\_\_\_\_  
Name:  
Title:

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

PYXUS HOLDINGS, INC., Grantor

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, in its capacity as Collateral Agent,  
as Grantee

By:  \_\_\_\_\_  
Name: Arlene Thelwell  
Title: Vice President

SCHEDULE A  
to  
Grant of Security Interest in United States Trademarks

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