

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pyxus Holdings, Inc.		02/08/2022	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
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	
Serial Number:	88131224	·SENTRI SOURCE TO MARKET ASSURANCE·	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-21164)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-21164		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$165.00 3163887

DATE SIGNED:	02/08/2022
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Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

February 8, 2022

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 PNC Bank, National Association, as Collateral Agent, with an office at 4720 Piedmont Row Drive, Suite 200, Charlotte, NC, 28210, as Collateral Agent, Attention of: Relationship Manager - 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; PROVIDED HOWEVER THAT THE ABL/TERM LOAN/NOTES INTERCREDITOR AGREEMENT IS SOLELY FOR THE PURPOSE OF DEFINING THE RELATIVE RIGHTS OF COLLATERAL AGENT, THE EXIT TERM LOAN COLLATERAL AGENT AND THE EXIT NOTES COLLATERAL AGENT AND EXCEPT AS EXPRESSLY SET FORTH THEREIN, IS NOT INTENDED TO, NOR SHALL IT BE CONSTRUED TO, GIVE GRANTOR ANY RIGHT, REMEDY OR CLAIM UNDER, TO OR IN RESPECT OF THIS AGREEMENT OR ANY PLEDGED COLLATERAL.

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 February 8, 2022 (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, as Grantor

By: 

Name: Tomas Grigera


Title: Authorized Signatory

[Signature Page to Grant of Security Interest in United States Trademarks (Pyxus Holdings, Inc.)]

TRADEMARK
REEL: 007628 FRAME: 0498

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent, as Grantee

By:



Name: Joseph F. Nemia
Title: Vice President

[Signature Page to Grant of Security Interest in United States Trademarks (Pyxus Holdings, Inc.)]