

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		02/08/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Pyxus Holdings, Inc.		
Street Address:	8001 Aerial Center Parkway		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Corporation: VIRGINIA		
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:			
	<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 2:	c/o Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	02/08/2022		

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Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**, dated as of February 8, 2022 (“Release”), is made by Wells Fargo Bank, National Association, as Collateral Agent, with an office at Corporate Trust Services, 9062 Old Annapolis Road, Columbia, Maryland 21045, Attention of: Jason Prisco or Lance Yeagle-Pyxus (the “Collateral Agent”) in favor of Pyxus Holdings, Inc., a Virginia corporation, with principal offices at 8001 Aerial Center Parkway, Morrisville, North Carolina 27560 (the “Grantor”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Exit ABL Credit Agreement, dated August 24, 2020 by and among the Grantor, the Collateral Agent, certain guarantors and certain lenders party thereto, the Grantor executed and delivered to (i) that certain Pledge and Security Agreement, dated as of August 24, 2020 by and among the Grantor, the Collateral Agent and the other grantors party thereto (the “Pledge and Security Agreement”), (ii) that certain Grant of Security Interest in United States Trademarks dated August 24, 2020 by and between the Grantor and the Collateral Agent (the “2020 Trademark Security Agreement”) and (iii) that certain Grant of Security Interest in United States Trademarks dated July 7, 2021 by and between the Grantor and the Collateral Agent (the “2021 Trademark Security Agreement”; together with the 2020 Trademark Security Agreement, the “Trademark Security Agreements”; together with the Pledge and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the 2020 Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on November 3, 2020 at Reel 007094 and Frame 0505 and the 2021 Trademark Security Agreement was recorded at UPSTO on July 8, 2021 at Reel 007349 and Frame 0539; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Termination and Release. Collateral Agent on behalf of itself and the Secured Parties, their successors, legal representatives and assign, without representation, warranty, or recourse, hereby:

(a) terminates the Trademark Security Agreements and terminates, cancels, discharges, and releases any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under all Marks, including as set forth on Schedule A attached hereto, all Proceeds and products thereof and the goodwill of the businesses with which the Marks are associated (collectively, the “Trademark Collateral”); and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Further Assurances. Collateral Agent agrees, at the Grantor’s expense, to take all further reasonable actions, and provide to the Grantor and its successors, assigns and legal representatives all such reasonable cooperation and assistance, including, without limitation, the execution and delivery of any and all

further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

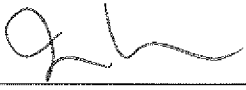
SECTION 4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed as of the date first set forth above.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: **Computershare Trust Company, N.A., as agent**

By:  _____

Name: _____
Jessica Wuornos

Title: _____
Vice President

SCHEDULE A

Trademark Registrations

Trademark	Date Filed	Serial No./ Registration No.	Registration Date
ALLIANCEONE	2005-02-21	3163887	2006-10-24
ALLIANCEONE	2005-02-21	3163888	2006-10-24
A ALLIANCE ONE	2005-02-21	3169821	2006-11-07
SENTRI	2018-09-20	6043360	2020-04-28
SENTRI & Design	2018-09-25	6043367	2020-04-28
SENTRI SOURCE TO MARKET ASSURANCE	2018-09-25	88131224	2020-11-24