

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784861

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (7094/0874)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALTER DOMUS (US) LLC, as Collateral Agent		02/06/2023	Limited Liability Company: DELAWARE

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: 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

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.

Phone: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	003863/0005
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/

DATE SIGNED:	02/06/2023
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Termination and Release”) is made as of February 6, 2023, by ALTER DOMUS (US) LLC, in its capacity as Collateral Agent, with a corporate trust office at 255 W. Washington Str., 9th Floor, Chicago, IL 60606 (the “Pledgee”) in favor of PYXUS HOLDINGS, INC., a Virginia corporation, with principal offices at 8001 Aerial Center Parkway, Morrisville, NC 27560 (the “Pledgor”).

WITNESSETH:

WHEREAS, pursuant to (a) the Pledge and Security Agreement, dated as of August 24, 2020 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”) among the Pledgor, the other pledgors from time to time party thereto and the Pledgee, and (b) that certain Grant of Security Interest in United States Trademarks, dated as of August 24, 2020 (the “Trademark Security Agreement”), between the Pledgee and the Pledgor, 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 Security Agreement, the Pledgor granted to the Pledgee a continuing security interest (the “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), including as set forth on Schedule I attached hereto, excluding any Excluded Assets, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, and (iii) the goodwill of the businesses with which the Marks are associated (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 3, 2020 at Reel 7094, Frame 0874; and

WHEREAS, the Pledgor has requested and the Pledgee has agreed to provide this Termination and Release in order to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Pledgee hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Termination and Release. The Pledgee, without recourse, representation or warranty, hereby terminates, releases, discharges, and cancels all of its Security Interest in the Trademark Collateral, including, without limitation, those Marks listed on Schedule I attached hereto, and any right, title or interest of the Pledgee in the Trademark Collateral shall hereby cease and become void. If and to the extent that the Pledgee has acquired any right, title or interest in and to the Trademark Collateral, including the Marks set forth on Schedule I attached hereto, the Pledgee hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Pledgor. The

Pledgee, without recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

3. Further Assurances. The Pledgee hereby agrees, upon the request and at the sole expense of the Pledgor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest in the Trademark Collateral contemplated hereby.

4. Governing Law. This Termination and Release and the right and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York without regard to conflict of law principles thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be executed by its authorized officer as of the date first written above.

ALTER DOMUS (US) LLC, in its capacity as
Collateral Agent, as Grantee

By: 

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

[Signature Page to Termination and Release of Trademark Security Agreement (Exit Term Loan)]

TRADEMARK
REEL: 007961 FRAME: 0726

SCHEDULE I

to

Termination and Release of Grant of Security Interest in United States Trademarks

Trademark	Registrant	Date Filed	Serial No. / Registration No.	Registration Date
ALLIANCEONE	Pyxus Holdings, Inc.	2005-02-21	3163887	2006-10-24
ALLIANCEONE	Pyxus Holdings, Inc.	2005-02-21	3163888	2006-10-24
A ALLIANCE ONE	Pyxus Holdings, Inc.	2005-02-21	3169821	2006-11-07
SENTRI	Pyxus Holdings, Inc.	2018-09-20	6043360	2020-04-28
SENTRI & Design	Pyxus Holdings, Inc.	2018-09-25	6043367	2020-04-28