

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6382986

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (TL)

CONVEYING PARTY DATA

Name	Execution Date
PYXUS HOLDINGS, INC.	08/24/2020

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT
Street Address:	255 W. WASHINGTON ST.
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7667104
Patent Number:	7667105
Patent Number:	7667106
Patent Number:	7665470
Patent Number:	7665471
Patent Number:	7665472
Patent Number:	7847163
Patent Number:	7847164
Patent Number:	7847165
Patent Number:	10065752

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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: (212)455-2055

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Correspondent Name: KATE MIRINO, ESQ.

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PATENT

ATTORNEY DOCKET NUMBER:	003863/0002
NAME OF SUBMITTER:	KATE MIRINO
SIGNATURE:	/KM/
DATE SIGNED:	11/03/2020
Total Attachments: 5 source=Pyxus - TL Patent SAGR Executed#page1.tif source=Pyxus - TL Patent SAGR Executed#page2.tif source=Pyxus - TL Patent SAGR Executed#page3.tif source=Pyxus - TL Patent SAGR Executed#page4.tif source=Pyxus - TL Patent SAGR Executed#page5.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

August 24, 2020

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, NC 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 Patents (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 and (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents.

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 a Pledgor, the Pledgee shall promptly execute, and deliver to such Pledgor a proper instrument in writing releasing the security interest granted under this Grant and the Security Agreement.

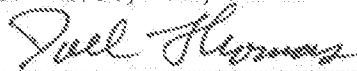
This Grant has been granted in conjunction with the security interest granted to the Pledgee under the Security Agreement. The rights and remedies of the Pledgee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which

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]

PYXUS HOLDINGS, INC., Grantor

By:



Name: Joel L. Thomas

Title: President

[Signature Page to Patent Security Agreement (Exit TL)]

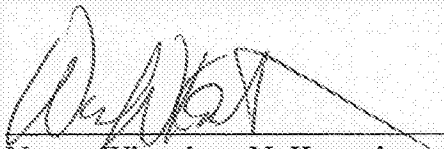
PATENT
REEL: 054295 FRAME: 0611

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 Patents

Title	Owner	Date Filed	Patent / Publication No.	Issue Date
TOBACCO CULTIVAR 'AOB 171'	Alliance One International, Inc.	2007-11-06	7667104	2010-02-23
TOBACCO CULTIVAR 'AOB 176'	Alliance One International, Inc.	2007-11-06	7667105	2010-02-23
TOBACCO CULTIVAR 'AOB 175'	Alliance One International, Inc.	2007-11-06	7667106	2010-02-23
TOBACCO CULTIVAR AOB 176 AND PRODUCTS THEREFROM	Alliance One International, Inc.	2008-11-06	7665470	2010-02-23
TOBACCO CULTIVAR AOB 171 AND PRODUCTS THEREFROM	Alliance One International, Inc.	2008-11-06	7665471	2010-02-23
TOBACCO CULTIVAR AOB 175 AND PRODUCTS THEREFROM	Alliance One International, Inc.	2008-11-06	7665472	2010-02-23
TOBACCO CULTIVAR AOB 176	Alliance One International, Inc.	2010-01-15	7847163	2010-12-07
TOBACCO CULTIVAR AOB 171	Alliance One International, Inc.	2010-01-15	7847164	2010-12-07
TOBACCO CULTIVAR AOB 175	Alliance One International, Inc.	2010-01-15	7847165	2010-12-07
VACUUM PACKING METHODS AND APPARATUS FOR TOBACCO	Pyxus International, Inc.	2013-02-04	10065752	2018-09-04