

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (TL)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PYXUS HOLDINGS, INC.		08/24/2020	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	255 W. WASHINGTON ST.		
<b>Internal Address:</b>	9TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3163887	ALLIANCEONE	
<b>Registration Number:</b>	3163888	ALLIANCEONE	
<b>Registration Number:</b>	3169821	A ALLIANCE ONE	
<b>Registration Number:</b>	6043360	SENTRI	
<b>Registration Number:</b>	6043367	SENTRI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	(212)455-2055		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	KATE MIRINO, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	003863/0002		
<b>NAME OF SUBMITTER:</b>	KATE MIRINO		
<b>SIGNATURE:</b>	/KM/		

CH \$140.00 3163887

<b>DATE SIGNED:</b>	11/03/2020
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**Total Attachments: 5**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

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

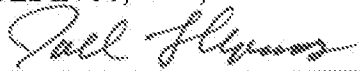
This Grant has been granted in conjunction with the security interest granted to the Pledgee under the Security Agreement. The rights and remedies of the Pledgee with respect to the security

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]**

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

PYXUS HOLDINGS, INC., Grantor

By: 

Name: Joel L. Thomas

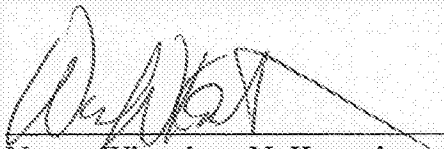
Title: President

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

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

**TRADEMARK**  
**REEL: 007094 FRAME: 0879**

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>
ALLIANCEONE	Pyxus International, Inc.	2005-02-21	3163887	2006-10-24
ALLIANCEONE	Pyxus International, Inc.	2005-02-21	3163888	2006-10-24
A ALLIANCE ONE	Pyxus International, Inc.	2005-02-21	3169821	2006-11-07
SENTRI	Pyxus International, Inc.	2018-09-20	6043360	2020-04-28
SENTRI & Design	Pyxus International, Inc.	2018-09-25	6043367	2020-04-28