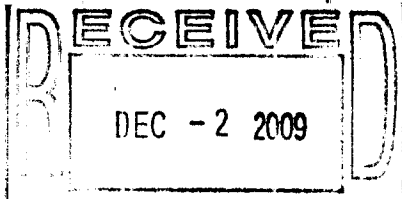


12-2-09



12-04-2009

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U:
Unit:



**RECORDATION FORM COVER SHEET
PATENTS ONLY**

103582448

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Neenah Paper, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 5, 2009

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other First Amendment - Patent Security Agrmt

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal Address: _____

Street Address: 2200 Ross Avenue, 9th Floor - TX 2921

City: Dallas

State: Texas

Country: USA Zip: 75201

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/335133, 09/047559, 12/411770, 09/141052, see additional attached

6395046, 6706086, 6635146, see additional attached

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: _____

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jcoopers@prodigy.net

6. Total number of applications and patents involved: 60

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 2,400.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

12/03/2009 MJAMA1 00000026 10335133

Authorized User Name _____

01 FC:0021

2400.00

9. Signature:

Julie H. Cooper
Signature

12/2/09
Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SCHEDULE 1
TO
FIRST AMENDMENT TO PATENT SECURITY AGREEMENT
AND REAFFIRMATION AGREEMENT

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12/411770	3/26/2009			Coated Label Substrates
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07/758381	9/3/1991			Densified Tactile Imaging Paper
09/564379	4/28/2000	6395046	5/28/2002	Dust Filter Bag Containing Nano Non-Woven Tissue
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11/044673	1/27/2005	7507272	3/24/2009	Vacuum Filter Bag with Odor Removing Effect
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Invention Disclosures:

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NP-0015	Media for Plotter-Cutter Heat Transfer Applications	F. Kronzer, R. Dolsey
NP-0018	Stiff But Flexible Isocyanate Saturated Cellulose Products	B. Stokes, F. Kronzer, G. Deka
NP-0019	One-Step Inkjet Transfer for Dark Fabric Decoration	R. Dolsey
NP-0020	Polymer Impregnated Substrates Formed with Multi-Layer Woven/Non-Woven Media	G. Deka
NP-0023	Characteristics of Polymer Impregnated Carbon Fiber Containing Cellulose Nonwoven Substrates	G. Deka, C. Rueckert
NP-0024	Internal Bond Improvement on Saturated Paper	A. Jacobson, S. Vervacke

NP-0025	Stencil Heat Transfer Method	F. Kronzer, R. Dolsey
NP-0026	Influence on Conductance, Both Electrical and Thermal, by Polymer Impregnation of Paper (nonwoven) Substrates	G. Deka, J. Pugliano
NP-0027	Texturized Washable Tag	C. Rueckert, R. Lassila
NPI-158	Laser Printable Heat Transfer Paper	

**FIRST AMENDMENT TO PATENT SECURITY AGREEMENT
AND REAFFIRMATION AGREEMENT**

This First Amendment to Patent Security Agreement and Reaffirmation Agreement (this "Agreement") is made and entered into as of November 5, 2009, by Neenah Paper, Inc., a Delaware corporation ("Assignor") in favor of JPMorgan Chase Bank, N.A, a national banking association, in its capacity as Agent (together with any successors and assigns, the "Assignee") for the benefit of the Lender Parties under that certain Amended and Restated Credit Agreement (as defined below).

RECITALS:

Assignor, certain subsidiaries of Assignor, each subsidiary of the Assignor listed as a "Guarantor" on the signature pages thereto, the financial institutions from time to time party thereto, the Assignee, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian collateral agent for the Lenders (in such capacity, together with any successors and assigns, the "CCA") were parties to that certain Credit Agreement dated as of November 30, 2004 (as amended prior to the date hereof, the "Original Credit Agreement").

Assignor, each subsidiary of Assignor listed as a "Borrower" on the signature pages thereto, the Assignee, the CCA, each subsidiary of Assignor party thereto as a Guarantor, and the financial institutions from time to time party thereto are parties to that certain Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Amended and Restated Credit Agreement") dated as of November 5, 2009, which Amended and Restated Credit Agreement amended and restated the Original Credit Agreement.

Assignor entered into that certain Patent Security Agreement dated as of November 30, 2004 (the "Patent Security Agreement") in connection with the Original Credit Agreement.

In connection with the execution of the Amended and Restated Credit Agreement and as a condition precedent thereto, Assignor desires to amend certain provisions of the Patent Security Agreement and reaffirm its obligations under the Patent Security Agreement on the terms and conditions herewith. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Patent Security Agreement or, as applicable, in the Amended and Restated Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of the lead-in of the Patent Security Agreement. The fifth paragraph of the Patent Security Agreement is hereby amended as follows:

(a) The phrase “for the benefit of the Agents and the Lenders” is deleted in its entirety and replaced with “for the benefit of the Agents and the Lender Parties”.

SECTION 3. Reaffirmations. Assignor hereby consents to the amendment and restatement of the Amended and Restated Credit Agreement and each of the transactions contemplated thereby and hereby. The terms and provisions set forth in this Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Patent Security Agreement and, except as expressly modified and superseded by this Agreement, the terms and provisions of the Patent Security Agreement are reaffirmed and confirmed and shall continue in full force and effect. Assignor hereby reaffirms and confirms its obligations to Assignee, for the benefit of the Lender Parties under the Patent Security Agreement and acknowledges that the Collateral granted thereunder shall secure all the Obligations, as amended, increased and/or extended pursuant to the Amended and Restated Credit Agreement. As amended and reaffirmed hereby, the Patent Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with its terms.

SECTION 4. Updated Schedules to the Patent Security Agreement. Schedule I to the Patent Security Agreement is hereby deleted in its entirety and replaced with Schedule I attached hereto.

The Collateral listed on Schedule I attached hereto shall be and become part of the Collateral referred to in the Patent Security Agreement and shall secure all Obligations referred to in the Patent Security Agreement, and the undersigned hereby grants to Assignee on behalf of and for the ratable benefit of the Lender Parties and the other secured parties named therein, a security interest in the Collateral, as updated hereby, to secure the Obligations under the terms of the Patent Security Agreement as amended and reaffirmed hereby.

SECTION 5. No Waiver. Nothing contained in this Agreement shall be construed as a waiver by the Assignee of any covenant or provision of the Patent Security Agreement, the other Loan Documents, or of any other contract or instrument between the Assignor and the Assignee, and the failure of the Assignee at any time or times hereafter to require strict performance by the Assignor of any provision thereof shall not waive, affect or diminish any right of the Assignee to thereafter demand strict compliance therewith. The Assignee hereby reserves all rights granted under the Patent Security Agreement, the other Loan Documents, this Agreement and any other contract or instrument between the Assignor and the Assignee.

SECTION 6. References to Patent Security Agreement and Credit Agreement. Each of the Loan Documents, including the Patent Security Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Patent Security Agreement as amended hereby, are hereby amended so that (a) any reference in such Loan Documents to the Patent Security Agreement shall mean a reference to the Patent Security Agreement as amended and reaffirmed hereby and (b) any reference in such Loan Documents to the Credit Agreement shall mean a reference to the Amended and Restated Credit Agreement.

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 8. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the Assignee and the Assignor and their respective successors and assigns, except the Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee, other than as expressly permitted under the terms of the Amended and Restated Credit Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or PDF electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 11. Effect of Waiver. No consent or waiver, express or implied, by the Assignee to or for any breach of or deviation from any covenant, condition or duty by the Assignor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 12. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 13. Entire Agreement. THE PATENT SECURITY AGREEMENT, THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ASSIGNOR:

NEENAH PAPER, INC.

By: Bonnie C. Lind
Name: _____
Title: **Bonnie C. Lind**
Sr. Vice President,
CFO and Treasurer

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Jeff A. Tompkins
Title: Vice President

[Signature Page to First Amendment to Patent Security Agreement
and Reaffirmation Agreement]

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ASSIGNOR:

NEENAH PAPER, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.

By: Jeff A. Pompkins
Name: Jeff A. Pompkins
Title: Vice President

[Signature Page to First Amendment to Patent Security Agreement and Reaffirmation Agreement]

STATE OF Georgia

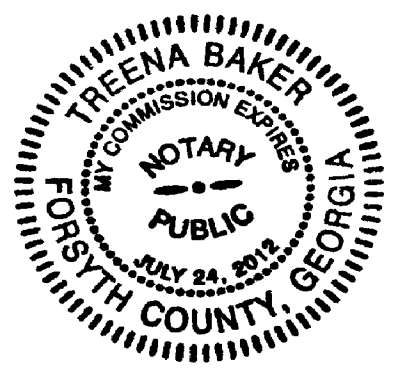
ss.:

COUNTY OF Forsyth

On this 26 day of October, 2009, before me personally came Bonnie C. Lind, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the SVP, CFO & Treasurer of Neenah Paper, Inc., a Delaware Corporation, and that s/he executed the foregoing instrument in the name of Neenah Paper, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

Treena Baker

Notary Public



[Notary Page to First Amendment to Patent Security Agreement and Reaffirmation Agreement]

SCHEDULE 1
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FIRST AMENDMENT TO PATENT SECURITY AGREEMENT
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NP-0024	Internal Bond Improvement on Saturated Paper	A. Jacobson, S. Vervacke

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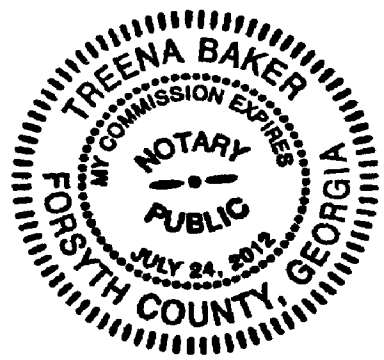
ss.:

COUNTY OF Forsyth

On this 26 day of October, 2009, before me personally came Bonnie C. Lind, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the SVP, CFO & Treasurer of Neenah Paper, Inc., a Delaware Corporation, and that s/he executed the foregoing instrument in the name of Neenah Paper, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

Treena Baker

Notary Public



[Notary Page to First Amendment to Patent Security Agreement and Reaffirmation Agreement]