

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6467578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
RAYONIER PERFORMANCE FIBERS, LLC	12/23/2020
RAYONIER ADVANCED MATERIALS INC.	12/23/2020
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT
Street Address:	600 SOUTH 4TH STREET, 7TH FLOOR
Internal Address:	MAC: N9300-070
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55415
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	8574683
Patent Number:	7686921
Patent Number:	7812153
Patent Number:	7854847
Patent Number:	10214858
Patent Number:	10501891
Patent Number:	8138106
Patent Number:	10344430
Patent Number:	10415189
Patent Number:	9828725
Application Number:	16178944
Patent Number:	9650742
Patent Number:	6896810
Patent Number:	6627750
Patent Number:	7285184
Patent Number:	6835828
Patent Number:	6620293

PATENT

Property Type	Number
Patent Number:	6844066
PCT Number:	US1816958

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 8007130755

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Correspondent Name: CT CORPORATION

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Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	DORIS KA
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	12/23/2020
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Total Attachments: 9

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the Patent Collateral made and granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to be inconsistent with or in conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

SECTION 4. Counterparts. This Patent Security Agreement and any amendments, waivers, consents or supplements hereto 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 to be an original, but all such counterparts together shall constitute one and the same agreement. This Patent Security Agreement and any certificate, agreement or other document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) in the case of this Patent Security Agreement and any certificate, agreement or other document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby (other than any Notes) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"). Each electronic signature (except in the case of any Notes) or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature (except in the case of any Notes), of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement. Each Person to whom or for whose benefit a Lien is granted hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement, (iii) authorizes (or is deemed to authorize) the Notes Collateral Agent on behalf of such Person to enter into, and perform under, the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement was delivered, or made available, to such Person. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement. In the event of any conflict or inconsistency between the provisions of this Patent Security Agreement and the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor

agreement, the provisions of the ABL/Cash Flow Intercreditor Agreement or such applicable intercreditor agreement shall control.

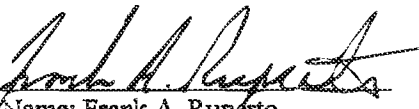
SECTION 7. Concerning the Notes Collateral Agent. Wells Fargo Bank, National Association is entering into this Patent Security Agreement solely in its capacity as Notes Collateral Agent under the Notes Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, protections, limitations of liability, immunities and indemnities granted to it under the Indenture and any corresponding provisions of any other Cash Flow Document, as if such rights, privileges, protections, limitations of liability, immunities and indemnities were set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RAYONIER PERFORMANCE FIBERS, LLC

By: 
Name: Frank A. Ruperto
Title: Executive Vice President

RAYONIER ADVANCED MATERIALS INC.

By: 
Name: Frank A. Ruperto
Title: Executive Vice President

[Signature Page – Patent Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 

Name: Patrick Giordano
Title: Vice President

[Signature Page – Patent Security Agreement]

PATENT
REEL: 054843 FRAME: 0049

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

U.S. Patents and Patent Applications

Owner	Title	Patent or Patent Application No.	Issue Date or Filing Date
RAYONIER PERFORMANCE FIBERS, LLC	METHOD OF MAKING A PULP SHEET OF ODOR-INHIBITING ABSORBENT FIBERS	8,574,683	11/5/2013
RAYONIER PERFORMANCE FIBERS, LLC	LIQUID DISTRIBUTION MAT MADE OF ENHANCED CELLULOSIC FIBERS	7,686,921	3/30/2010
RAYONIER PERFORMANCE FIBERS, LLC	PROCESS FOR MANUFACTURING HIGH PURITY XYLOSE	7,812,153	10/12/2010
RAYONIER PERFORMANCE FIBERS, LLC	PROCESS OF PURIFYING WOOD PULP WITH CAUSTIC-BORATE SOLUTION AND RECOVERING THE PURIFYING CHEMICAL	7,854,847	12/21/2010
RAYONIER PERFORMANCE FIBERS, LLC	CELLULOSIC MATERIAL WITH ANTIMICROBIAL AND IMPROVED DEFIBERIZATION PROPERTIES OBTAINED BY TREATMENT WITH A NOVEL BIFUNCT	10,214,858	2/26/2019
RAYONIER PERFORMANCE FIBERS, LLC	CROSSLINKING CELLULOSE WITH GLYOXAL TO IMPROVE ABSORPTION PROPERTIES	10,501,891	12/10/2019
RAYONIER PERFORMANCE FIBERS, LLC	CELLULOSIC FIBERS WITH ODOR CONTROL CHARACTERISTICS	8,138,106	3/20/2012
RAYONIER PERFORMANCE FIBERS, LLC	SPECIALTY PULP WITH HIGH INTRINSIC VISCOSITY	10,344,430	7/9/2019
RAYONIER PERFORMANCE FIBERS, LLC	POLYALKYLENE GLYCOL BASED REAGENT WITH ALDEHYDE END GROUPS SUITABLE FOR MAKING CELLULOSIC FIBERS WITH MODIFIED MORPHOLOGY	10,415,189	9/17/2019
RAYONIER ADVANCED MATERIALS INC.	SPECIALTY PULP WITH HIGH INTRINSIC VISCOSITY	9,828,725	11/28/2017

RAYONIER PERFORMANCE FIBERS, LLC	CELLULOSE DERIVED HYDROPHOBIC, BIO-DEGRADABLE FILMS FOR MULCH & OTHER APPLICATIONS	16/178,944	5/7/2020
RAYONIER PERFORMANCE FIBERS, LLC	CELLULOSIC MATERIAL WITH ANTIMICROBIAL AND IMPROVED DEFIBERIZATION PROPERTIES OBTAINED BY TREATMENT WITH A NOVEL BIFUNCT	10,214,858	2/26/2019
RAYONIER PERFORMANCE FIBERS, LLC	PROCESS FOR MAKING HYDROGELS FROM HEMICAUSTIC BYPRODUCT	9,650,742	5/16/2017
RAYONIER PERFORMANCE FIBERS, LLC	PROCESS FOR PRODUCING ALKALINE TREATED CELLULOSIC FIBERS	6,896,810	5/24/2005
RAYONIER PERFORMANCE FIBERS, LLC	HIGHLY CARBOXYLATED CELLULOSE FIBERS AND PROCESS OF MAKING THE SAME	6,627,750	9/30/2003
RAYONIER PERFORMANCE FIBERS, LLC	CELLULOSIC FIBER PULP AND HIGHLY POROUS PAPER PRODUCTS PRODUCED THEREFROM	7,285,184	10/23/2007
RAYONIER PERFORMANCE FIBERS, LLC	ALKYLENE OXIDE MODIFIED HARDWOOD CELLULOSE	6,835,828	12/24/2004
RAYONIER PERFORMANCE FIBERS, LLC	CROSS-LINKED PULP AND METHOD OF MAKING SAME	6,620,293	9/16/2003
RAYONIER PERFORMANCE FIBERS, LLC	SUPERABSORBENT CELLULOSIC FIBER AND METHOD OF MAKING SAME	6,844,066	1/18/2005

Canadian Patent and Patent Applications

Owner	Registration Number	Registration Date	Country	Title
Rayonier Performance Fibers, LLC	3043326	2017-11-14	Canada	SPECIALITY PULP WITH HIGH INTRINSIC VISCOSITY

Other Foreign Patent and Patent Applications

Country/Region	Owner	Title	Patent or Patent Application No.	Issue Date or Filing Date
JAPAN	RAYONIER PERFORMANCE FIBERS, LLC	SPECIALTY PULP WITH HIGH INTRINSIC VISCOSITY	2019-546,786	5/16/2019

PCT	RAYONIER PERFORMANCE FIBERS, LLC	DUAL FUNCTION REAGENT, TRANSFER FIBERS, TRANSFER LAYER, AND ABSORBENT ARTICLES	T/US18/16958 (Expired)	2/6/2018
EUROPE	RAYONIER PERFORMANCE FIBERS, LLC	SPECIALTY PULP WITH HIGH INTRINSIC VISCOSITY	EP3541990	6/11/2019

Patent Licenses:

None.