

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Neenah Paper, Inc.		12/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Avenue, 9th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 80</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4112116	INTRIGUE	
<b>Registration Number:</b>	2642609	A	
<b>Registration Number:</b>	0090952	A	
<b>Registration Number:</b>	0980666	ARROWHEAD	
<b>Registration Number:</b>	1573320	ASTROBRIGHTS	
<b>Registration Number:</b>	3136380	ASTROBRIGHTS GLISTEN	
<b>Registration Number:</b>	2667132	ASTROBRIGHTS PRINT & STICK	
<b>Registration Number:</b>	3216862	ASTROBRIGHTS TEXTURES	
<b>Registration Number:</b>	0962796	ASTROPARCHE	
<b>Registration Number:</b>	4284694	BELLA	
<b>Registration Number:</b>	1103401	CAPITOL BOND	
<b>Registration Number:</b>	1272643		
<b>Registration Number:</b>	3216826	CELESTIAL BLUE	
<b>Registration Number:</b>	1669929	CHADWICK	
<b>Registration Number:</b>	0215037	CLASSIC	
<b>Registration Number:</b>	0991394	CLASSIC	
<b>Registration Number:</b>	1874659	CLASSIC COLUMNS	
<b>Registration Number:</b>	2468331	CLASSIC COTTON	
<b>Registration Number:</b>	1060300	CLASSIC CREST	
<b>Registration Number:</b>	2476180	CLEARFOLD	
<b>TRADEMARK</b>			

OP \$2015.00 4112116

Property Type	Number	Word Mark
Registration Number:	3788849	CONSERVATION
Registration Number:	2542864	CORONADO
Registration Number:	0696091	CUSTOMARK
Registration Number:	3261979	N
Registration Number:	1735678	
Registration Number:	1901217	C C
Registration Number:	1352782	DURAFORM
Registration Number:	1652385	ENVIRONMENT
Registration Number:	1656765	ESSE
Registration Number:	1756752	ESSE
Registration Number:	0992007	ESTATE LABEL
Registration Number:	3260828	ESTATE LABEL
Registration Number:	1920846	EVERGREEN
Registration Number:	2257787	FOX RIVER SELECT
Registration Number:	1258510	GAINSBOROUGH
Registration Number:	0532195	GILBERT
Registration Number:	1066724	GILCLEAR
Registration Number:	2397113	GILCLEAR
Registration Number:	1032981	GILCREST
Registration Number:	2737924	HEIRLOOM
Registration Number:	2748031	HEIRLOOM
Registration Number:	2722154	HEIRLOOM
Registration Number:	3666680	HOWARD
Registration Number:	0506862	HOWARD
Registration Number:	3565700	IMAGE CLIP
Registration Number:	2279233	JET TRANS
Registration Number:	2653942	JET-OPAQUE
Registration Number:	2447431	JET-PRO
Registration Number:	0921952	KIMBERLY
Registration Number:	0990912	KIMDURA
Registration Number:	2871771	KIMLON
Registration Number:	4309383	MAXOPAQUE
Registration Number:	1291004	MUNISING LP
Registration Number:	3637664	NEENAH
Registration Number:	0518352	NEENAH
Registration Number:	2546554	NEENAH
Registration Number:	1411306	NEUTECH
Registration Number:	0507009	OLD COUNCIL TREE
Registration Number:	0735671	OXFORD

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	1792536	
Registration Number:	3836899	PAPER DOCTOR
Registration Number:	3833915	DOC
Registration Number:	0714413	PERMALIFE
Registration Number:	4106429	PERSONAL PROOF
Registration Number:	1768042	PHOTO-TRANS
Registration Number:	1491134	PREVAIL
Registration Number:	3952452	RESPONSIBILITY WITHOUT COMPROMISE
Registration Number:	3121174	ROYAL COMPLEMENTS
Registration Number:	3008253	ROYAL COTTON
Registration Number:	1718073	ROYAL FIBER
Registration Number:	1882195	ROYAL LAID
Registration Number:	1612046	ROYAL LINEN
Registration Number:	3169249	ROYAL METALLICS
Registration Number:	3577723	ROYAL RESOURCE
Registration Number:	0849409	STARWHITE
Registration Number:	1123694	SUNDANCE
Registration Number:	2624535	TECHNI-PRINT
Registration Number:	0960919	TETON
Registration Number:	0813471	UV/ULTRA
Registration Number:	2100309	VOICE

**CORRESPONDENCE DATA**

Fax Number: 2142207716

*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: 214-661-7348

Email: dharrell@velaw.com

Correspondent Name: Denice Harrell

Address Line 1: 2001 Ross Ave., Suite 3700

Address Line 2: c/o Vinson & Elkins

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Denice Harrell
SIGNATURE:	/Denice Harrell/
DATE SIGNED:	12/19/2014

**Total Attachments: 8**

- source=Assignment of Trademark - Neenah CHA715.52006#page1.tif
- source=Assignment of Trademark - Neenah CHA715.52006#page2.tif
- source=Assignment of Trademark - Neenah CHA715.52006#page3.tif
- source=Assignment of Trademark - Neenah CHA715.52006#page4.tif
- source=Assignment of Trademark - Neenah CHA715.52006#page5.tif

**TRADEMARK**

**REEL: 005422 FRAME: 0974**

source=Assignment of Trademark - Neenah CHA715.52006#page6.tif

source=Assignment of Trademark - Neenah CHA715.52006#page7.tif

source=Assignment of Trademark - Neenah CHA715.52006#page8.tif

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated December 18, 2014, is made by Neenah Paper, Inc., a Delaware corporation, located at 3460 Preston Ridge Road, Suite 600, Alpharetta, GA 30005 ("Assignor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 2200 Ross Avenue, Ninth Floor, Dallas, Texas 75201, Attention: Jennifer Heard, as administrative agent for the Secured Parties (in such capacity, together with any successors and permitted assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor, each subsidiary of Assignor listed as a "Borrower" on the signature pages thereto, each subsidiary of Assignor listed as a "Guarantor" on the signature pages thereto, the financial institutions from time to time party thereto, Assignee, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian collateral agent for the lenders from time to time party thereto (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, supplemented or otherwise modified prior to November 5, 2009, the "Original Credit Agreement");

WHEREAS, Assignor, each subsidiary of Assignor listed as a "Borrower" on the signature pages thereto, each subsidiary of Assignor listed as a "Guarantor" on the signature pages thereto, the financial institutions from time to time party thereto, Assignee, and CCA were parties to that certain Amended and Restated Credit Agreement dated as of November 5, 2009 (as amended, supplemented or otherwise modified prior to October 11, 2012, the "Amended and Restated Credit Agreement"), which amended and restated the Original Credit Agreement;

WHEREAS, Assignor, each subsidiary of Assignor listed as a "Borrower" on the signature pages thereto, each subsidiary of Assignor listed as a "Guarantor" on the signature pages thereto, Assignee, and the financial institutions from time to time party thereto are parties to that certain Second Amended and Restated Credit Agreement dated as of October 11, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), which amended and restated the Amended and Restated Credit Agreement;

WHEREAS, in connection with the Original Credit Agreement, Assignor entered into that certain Trademark Security Agreement, dated November 30, 2004 (as amended from time to time, the "Original Trademark Security Agreement"), in favor of Assignee;

WHEREAS, Assignor, each subsidiary of Assignor referred to as a Loan Party therein, the Lenders, and Assignee are entering into that certain Third Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith to amend and restate the Existing Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to continue to make certain revolving loans (each a "Loan" and collectively, the "Loans"), and will continue to

provide a subfacility for the issuance of letters of credit to the Borrowers (as defined in the Credit Agreement);

WHEREAS, it is a condition precedent to the Lenders making any Loan or making any other financial accommodation to the Borrowers pursuant to the Credit Agreement that Assignor shall have executed and delivered to the Administrative Agent this Agreement, which amends and restates the Original Trademark Security Agreement;

WHEREAS, Assignor has determined that the execution, delivery and performance of this Agreement directly benefits, and is in the best interest of, Assignor;

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor has entered into that certain Amended and Restated Security Agreement (Personal Property) dated as of the date hereof among the grantors signatory thereto and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignor, for the benefit of the Secured Parties a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Secured Obligations, Assignor and Assignee hereby agree to amend and restate the Original Trademark Security Agreement and Assignor hereby pledges and assigns to Assignee, and grants to Assignee, for the benefit of Assignee and the Secured Parties, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

Upon full satisfaction of the Secured Obligations, complete performance of all of the obligations of the Loan Parties under the Loan Documents and final termination of each Lender's obligations – if any – to make any further advances under any promissory note or to provide any other financial accommodations to any Loan Party, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in due form and at Assignor's cost; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by Assignee, the Lenders, or any of their respective affiliates or branches

on the insolvency, bankruptcy or reorganization of any Loan Party or otherwise, all as though the payment had not been made.

This Agreement amends and restates the Original Trademark Security Agreement in its entirety. All Liens and security interests, created and granted by the Original Trademark Security Agreement shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby ratified, affirmed, extended and conveyed as continuing security for the Secured Obligations.

*(Signature Pages Follow)*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

NEENAH PAPER, INC.,  
as Assignor

By: Bonnie C. Lind  
Name: Bonnie C. Lind  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

STATE OF Georgia

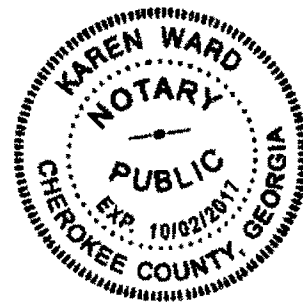
ss.:

COUNTY OF Fulton

On this 17 day of December, 2014, 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 she is the Senior Vice President, Chief Financial Officer and Treasurer of Neenah Paper, Inc., a Delaware corporation, and that she executed the foregoing instrument in the name of Neenah Paper, Inc., and that she had authority to sign the same, and she acknowledged to me that she executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

Karen Ward

Notary Public



[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT – NEENAH PAPER, INC.]

TRADEMARK  
REEL: 005422 FRAME: 0979



JPMORGAN CHASE BANK, N.A., as  
Assignee

By:   
Name: Jennifer Heard  
Title: Authorized Officer

STATE OF TEXAS

ss.:

COUNTY OF DALLAS

On this 17 day of December, 2014, before me personally came Jennifer Heard, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is an authorized officer of JPMorgan Chase Bank, N.A., and that she executed the foregoing instrument in the name of JPMorgan Chase Bank, N.A., and that she had authority to sign the same, and she acknowledged to me that she executed the same as the act and deed of said entity for the uses and purposes therein mentioned.



Notary Public



[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT – NEENAH PAPER, INC.]

**TRADEMARK**  
**REEL: 005422 FRAME: 0980**

**SCHEDULE 1 TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

[Trademark Registrations and Trademark Applications]

Country	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	77/494050	6/9/2008	4112116	3/3/2012	INTRIGUE
United States	76/342780	11/29/2001	2642609	10/29/2002	A and circle design
United States	71/045585	10/28/1909	90952	4/8/1913	A and Eagle design
United States	72/447757	2/5/1973	980666	3/19/1974	ARROWHEAD and design
United States	73/793036	4/13/1989	1573320	12/16/1989	ASTROBRIGHTS
United States	76/631963	2/23/2005	3136380	8/29/2006	ASTROBRIGHTS GLISTEN
United States	76/239738	4/12/2001	2667132	12/24/2002	ASTROBRIGHTS PRINT & STICK
United States	76/659561	5/4/2006	3216862	3/13/2007	ASTROBRIGHTS TEXTURES
United States	74/428989	7/3/1972	962796	7/3/1973	ASTROPARCHE
United States	85/400346	8/17/2011	4284694	2/5/2013	BELLA
United States	73/081903	3/22/1976	1103401	10/3/1978	CAPITOL BOND
United States	73/382328	8/27/1982	1272643	4/3/1984	Capitol design
United States	76/649723	11/3/2005	3216826	3/13/2007	CELESTIAL BLUE
United States	74/035772	3/7/1990	1669929	12/24/1991	CHADWICK
United States	71/207652	1/5/1925	215037	7/6/1926	CLASSIC
United States	72/466075	8/20/1973	991394	8/20/1974	CLASSIC
United States	74/420471	8/5/1993	1874659	1/17/1995	CLASSIC COLUMNS
United States	75/712059	5/21/1999	2468331	7/10/2001	CLASSIC COTTON
United States	73/090315	6/14/1976	1060300	3/1/1977	CLASSIC CREST
United States	75/545538	8/31/1998	2476180	8/7/2001	CLEARFOLD
United States	77/611284	11/10/2008	3788849	5/11/2010	CONSERVATION
United States	76/225461	3/14/2001	2542864	2/26/2002	CORONADO
United States	72/079983	8/21/1959	696091	4/12/1960	CUSTOMARK
United States	78/432533	6/9/2004	3261979	7/10/2007	design block N
United States	74/097980	9/17/1990	1735678	11/24/1992	design of sun

**TRADEMARK**

Country	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	74/455454	11/8/1993	1901217	6/20/1995	double C design
United States	73/521209	2/7/1985	1352782	8/6/1985	DURAFORM
United States	74/090779	8/24/1990	1652385	7/30/1991	ENVIRONMENT
United States	74/007675	12/4/1989	1656765	9/10/1991	ESSE
United States	74/184802	7/15/1991	1756752	3/9/1993	ESSE
United States	72/462559	7/10/1973	992007	8/27/1974	ESTATE LABEL
United States	78/951714	8/14/2006	3260828	7/10/2007	ESTATE LABEL
United States	74/048193	4/11/1990	1920846	9/19/1995	EVERGREEN
United States	75/318724	7/2/1997	2257787	6/29/1999	FOX RIVER SELECT
United States	73/286430	11/18/1980	1258510	11/22/1983	GAINSBOROUGH
United States	71/583340	8/11/1949	532195	10/17/1950	GILBERT
United States	73/094223	7/22/1976	1066724	5/31/1977	GILCLEAR
United States	75/656490	3/9/1999	2397113	10/24/2000	GILCLEAR
United States	73/035747	10/29/1974	1032981	2/10/1976	GILCREST
United States	76/223506	3/12/2001	2737924	7/15/2003	HEIRLOOM
United States	76/223505	3/12/2001	2748031	8/5/2003	HEIRLOOM
United States	76/223431	3/12/2001	2722154	6/3/2003	HEIRLOOM
United States	77/662966	2/4/2009	3666680	8/11/2009	HOWARD
United States	71/530001	7/30/1947	506862	2/22/1949	HOWARD stylized
United States	77/369402	1/11/2008	3565700	1/20/2009	IMAGE CLIP
United States	75/515599	7/8/1998	2279233	9/21/1999	JET TRANS
United States	76/308557	9/4/2001	2653942	11/26/2002	JET-OPAQUE
United States	75/717890	6/1/1999	2447431	5/1/2001	JET-PRO
United States	72/331045	6/26/1969	921952	10/12/1971	KIMBERLY
United States	72/457637	5/16/1973	990912	8/13/1974	KIMDURA
United States	78/287947	8/15/2003	2871771	8/10/2004	KIMLON
United States	77/901914	12/29/2009	4309383	3/26/2013	MAXOPAQUE
United States	73/441206	8/26/1983	1291004	8/21/1984	MUNISING LP
United States	77/455475	4/23/2008	3637664	6/16/2009	NEENAH
United States	71/542863	12/1/1947	518352	12/6/1949	NEENAH
United States	76/129023	9/18/2000	2546554	3/12/2002	NEENAH

TRADEMARK

Country	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	73/591409	4/3/1986	1411306	9/30/1986	NEUTECH
United States	71/542865	12/1/1947	507009	2/22/1949	OLD COUNCIL TREE
United States	72/088797	1/11/1960	735671	8/7/1962	OXFORD
United States	74/187999	7/24/1991	1792536	9/14/1993	Oxford Weave design
United States	77/814813	8/28/2009	3836899	8/24/2010	PAPER DOCTOR (WORD)
United States	77/814818	8/28/2009	3833915	8/17/2010	PAPER DOCTOR DESIGN
United States	72/105313	9/27/1960	714413	4/25/1961	PERMALIFE
United States	85/133449	9/20/2010	4106429	2/28/2012	PERSONAL PROOF
United States	74/134400	1/28/1991	1768042	4/27/1993	PHOTO-TRANS
United States	73/690418	10/19/1987	1491134	6/7/1988	PREVAIL
United States	85/019826	4/21/2010	3952452	4/26/2011	RESPONSIBILITY WITHOUT COMPROMISE
United States	76/551376	9/23/2003	3121174	7/25/2006	ROYAL COMPLEMENTS
United States	76/570922	1/15/2004	3008253	10/25/2004	ROYAL COTTON
United States	74/228369	12/6/1991	1718073	9/22/1992	ROYAL FIBER
United States	74/515688	4/12/1994	1882195	3/7/1995	ROYAL LAID
United States	74/011977	12/14/1989	1612046	9/4/1990	ROYAL LINEN
United States	76/631965	2/23/2005	3169249	11/7/2006	ROYAL METALLICS
United States	77/412378	3/4/2008	3577723	2/17/2009	ROYAL RESOURCE
United States	72/272436	5/25/1967	849409	5/21/1968	STARWHITE
United States	73/167636	4/24/1978	1123694	8/7/1979	SUNDANCE
United States	76/308556	9/4/2001	2624535	9/24/2002	TECHNI-PRINT
United States	72/420342	4/4/1972	960919	6/12/1973	TETON
United States	72/224214	7/26/1965	813471	8/23/1966	UV/ULTRA
United States	75/087302	4/12/1996	2100309	9/23/1997	VOICE

TRADEMARK