

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514796

<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.		02/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	3424 Peachtree Road NE, Suite 2300		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4978179	ASTROBRIGHTS COLOR POP	
<b>Registration Number:</b>	4428780	CABINET	
<b>Registration Number:</b>	2655162	COLORS & TEXTURES COLLECTION	
<b>Registration Number:</b>	5090436	CONSERVATION	
<b>Registration Number:</b>	4290011	CORNERS	
<b>Registration Number:</b>	1792564	DIAMOND WHITE	
<b>Registration Number:</b>	5444569	DISPERSA	
<b>Registration Number:</b>	4582037	DTG PRE-TREAT	
<b>Registration Number:</b>	4429395	DUALTECH	
<b>Registration Number:</b>	4973847	DURAFLAT	
<b>Registration Number:</b>	5419482	LEIZE	
<b>Registration Number:</b>	5444368	EMULATE SECURE	
<b>Registration Number:</b>	5125405	FROM TREE TO T	
<b>Registration Number:</b>	4290012	FUSION	
<b>Registration Number:</b>	4953143	LASER-1-OPAQUE	
<b>Registration Number:</b>	5281737	MUNISING	
<b>Registration Number:</b>	4978278	NEENAH SECURE	
<b>Registration Number:</b>	1756830	PRIVATE STOCK	
<b>Registration Number:</b>	4721159	RAW	

OP \$740.00 4978179

Property Type	Number	Word Mark
Registration Number:	4273413	ROYAL SUNDANCE
Registration Number:	2848435	S
Registration Number:	2757321	SOUTHWORTH
Registration Number:	2733273	THE ELEGANT DIFFERENCE YOU SEE AND FEEL
Registration Number:	3881359	TRUSTED SINCE 1839
Registration Number:	5498792	EXOSTENCIL
Registration Number:	4358826	NEENAH BELLA
Registration Number:	4877462	NEENAH DURAMAX
Registration Number:	4877463	NEENAH IMAGEMAX
Serial Number:	87394339	ASTRODESIGNS

**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: 2146617324

Email: sbertino@velaw.com

Correspondent Name: Shannon Bertino

Address Line 1: 2001 Ross Avenue, Ste 3900

Address Line 4: Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	CHA715/52006
<b>NAME OF SUBMITTER:</b>	Shannon Bertino
<b>SIGNATURE:</b>	/Shannon Bertino/
<b>DATE SIGNED:</b>	03/18/2019

**Total Attachments: 8**

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## AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT

This Amendment and Reaffirmation of Trademark Security Agreement (this "Amendment") is made and entered into as of February 28, 2019, by Neenah, Inc., a Delaware corporation formerly known as Neenah Paper, Inc. ("Assignor") in favor of JPMorgan Chase Bank, N.A, a national banking association, in its capacity as administrative agent (together with any successors and assigns, "Assignee") for the benefit of the Secured Parties (as defined below) under that certain Fourth Amended and Restated Credit Agreement (as defined below).

### RECITALS:

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 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 prior to November 5, 2009, the "Original Credit Agreement").

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 the CCA, were parties to that certain Amended and Restated Credit Agreement (as amended prior to October 11, 2012, 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, each subsidiary of Assignor listed as a "Borrower" on the signature pages thereto, the Assignee, each subsidiary of Assignor party thereto as a Guarantor (if any), and the financial institutions from time to time party thereto were parties to that certain Second Amended and Restated Credit Agreement (as amended prior to December 18, 2014, the "Second Amended and Restated Credit Agreement") dated as of October 11, 2012, which Second Amended and Restated Credit Agreement amended and restated the Amended and Restated Credit Agreement.

Assignor, each subsidiary of Assignor listed as a "Domestic Borrower" on the signature pages thereto, each subsidiary of Assignor listed as a "Domestic Guarantor" (if any) on the signature pages thereto, each subsidiary of Assignor listed as a "German Borrower" on the signature pages thereto, each subsidiary of Assignor listed as a "German Guarantor" on the signature pages thereto, the Assignee and the other financial institutions from time to time party thereto are parties to that certain Third Amended and Restated Credit Agreement (as amended prior to December 10, 2018, the "Third Amended and Restated Credit Agreement") dated as of December 18, 2014, which Third Amended and Restated Credit Agreement amended and restated the Second Amended and Restated Credit Agreement.

Assignor, each subsidiary of Assignor listed as a "Domestic Borrower" on the signature pages thereto, each subsidiary of Assignor listed as a "Domestic Guarantor" (if any) on the signature pages thereto, each subsidiary of Assignor listed as a "German Borrower" on the

signature pages thereto, each subsidiary of Assignor listed as a “German Guarantor” on the signature pages thereto, the Assignee and the other financial institutions from time to time party thereto are parties to that certain Fourth Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the “Fourth Amended and Restated Credit Agreement”) dated as of December 10, 2018, which Fourth Amended and Restated Credit Agreement amended and restated the Third Amended and Restated Credit Agreement.

Assignor entered into that certain Amended and Restated Trademark Security Agreement dated as of December 18, 2014 (as amended, restated, supplemented or modified from time to time, the “Trademark Security Agreement”) in connection with the Third Amended and Restated Credit Agreement.

Assignor has entered into that certain Second Amended and Restated Security Agreement (Personal Property) dated as of December 10, 2018 among the grantors signatory thereto and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

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”).

Assignor desires to amend certain provisions of the Trademark Security Agreement and reaffirm its obligations under the Trademark Security Agreement on the terms and conditions herewith in connection with the Fourth Amended and Restated Credit Agreement and the Security Agreement. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Trademark Security Agreement as amended hereby or, as applicable, in the Fourth 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 Schedule 1 to the Trademark Security Agreement. Schedule 1 to the Patent Security Agreement is hereby amended and supplemented to add thereto the Collateral listed on Annex I attached hereto.

The Collateral listed on Annex I attached hereto shall be and become part of the Collateral referred to in the Patent Security Agreement and shall secure all Secured 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 Secured Parties, a security interest in the Collateral, as amended and supplemented hereby, to secure the Secured Obligations under the terms of the Patent Security Agreement as amended and reaffirmed hereby.

SECTION 3. Reaffirmations. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark 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 Secured Parties under the Trademark Security Agreement and acknowledges that the Collateral granted thereunder shall secure all the Secured Obligations, as amended, increased and/or extended pursuant to the Fourth Amended and Restated Credit Agreement. As amended and reaffirmed hereby, the Trademark Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with its terms.

SECTION 4. No Waiver. Nothing contained in this Amendment shall be construed as a waiver by Assignee of any covenant or provision of the Trademark Security Agreement, the other Loan Documents, or of any other contract or instrument between Assignor and Assignee, and the failure of Assignee at any time or times hereafter to require strict performance by Assignor of any provision thereof shall not waive, affect or diminish any right of Assignee to thereafter demand strict compliance therewith. Assignee hereby reserves all rights granted under the Trademark Security Agreement, the other Loan Documents, this Amendment and any other contract or instrument between Assignor and Assignee.

SECTION 5. Severability. Any provision of this Amendment 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 6. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of Assignee and Assignor and their respective successors and assigns, except Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Assignee, other than as expressly permitted under the terms of the Fourth Amended and Restated Credit Agreement.

SECTION 8. Counterparts. This Amendment 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 Amendment by facsimile transmission or PDF electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 9. Effect of Waiver. No consent or waiver, express or implied, by Assignee to or for any breach of or deviation from any covenant, condition or duty by 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 10. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. Entire Agreement. THE TRADEMARK SECURITY AGREEMENT, THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT 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.

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

ASSIGNOR:

NEENAH, INC.

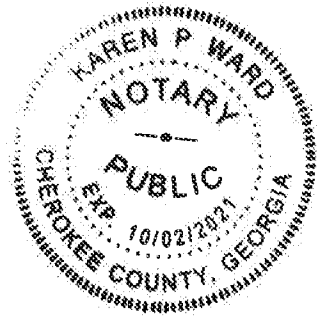
By: Bonnie C. Lind  
Name: Bonnie C. Lind  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

STATE OF Georgia

ss.:

COUNTY OF Cherokee

On this 20 day of February, 2019, 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, Inc., a Delaware corporation, and that she executed the foregoing instrument in the name of Neenah, 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 P Ward  
Notary Public

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.

By: Eric A. Anderson  
Name: Eric A. Anderson  
Title: Authorized Officer

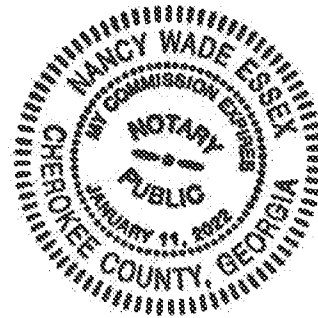
STATE OF GEORGIA

ss.:

COUNTY OF FULTON

On this 12 day of March, 2019, before me personally came Eric A. Anderson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is an authorized officer of JPMorgan Chase Bank, N.A., and that he executed the foregoing instrument in the name of JPMorgan Chase Bank, N.A., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

Nancy Wade Essex  
Notary Public





ANNEX I TO AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT

Country	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	86/846399	12/11/2015	4978179	06/14/2016	ASTROBRIGHTS COLOR POP
United States	85/889299	03/28/2013	4428780	11/05/2013	CABINET
United States	76/361881	01/22/2002	2655162	11/26/2002	COLORS & TEXTURES COLLECTION
United States	87/001018	04/14/2016	5090436	11/29/2016	CONSERVATION
United States	85/478858	11/22/2011	4290011	02/12/2013	CORNERS
United States	74/297817	07/24/1992	1792564	09/14/1993	DIAMOND WHITE
United States	87/335404	02/14/2017	5444569	04/10/2018	DISPERSA
United States	86/070619	09/20/2013	4582037	08/05/2014	DTG PRE-TREATMENT
United States	85/543441	02/15/2012	4429395	11/05/2013	DUALTECH
United States	86/378085	08/27/2014	4973847	06/07/2016	DURAFLAT
United States	87/291521	01/06/2017	5419482	03/06/2018	EMULATE
United States	87/291533	01/06/2017	5444368	04/10/2018	EMULATE SECURE
United States	86/772216	09/29/2015	5125405	01/17/2017	FROM TREE TO T
United States	85/478893	11/22/2011	4290012	02/12/2013	FUSION
United States	86/728014	08/18/2015	4953143	05/03/2016	LAER-1-OPAQUE
United States	86/686195	07/08/2015	5281737	09/05/2017	MUNISING
United States	85/712454	08/24/2012	4978278	06/14/2016	NEENAH SECURE
United States	74/297979	07/24/1992	1756830	03/09/1993	PRIVATE STOCK
United States	86/134667	12/04/2013	4721159	04/14/2015	RAW
United States	85/562523	03/07/2012	4273413	01/08/2013	ROYAL SUNDANCE
United States	76/400685	04/25/2002	2848435	06/01/2004	S stylized
United States	76/400683	04/25/2002	2757321	08/26/2003	SOUTHWORTH stylized
United States	76/375513	02/26/2002	2733273	07/01/2003	THE ELEGANT DIFFERENCE YOU SEE AND FEEL

Country	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	77/865544	11/05/2009	3881359	11/23/2010	TRUSTED SINCE 1839
United States	87/335435	02/14/2017	5498792	06/19/2018	EXOSTENCIL
United States	85/543518	02/15/2012	4358826	06/25/2013	NEENAH BELLA
United States	86/637159	05/21/2015	4877462	12/29/2015	NEENAH DURAMAX
United States	86/637164	05/21/2015	4877463	12/29/2015	NEENAH IMAGEMAX
United States	87/394339	03/31/2017	N/A	N/A	ASTRODESIGNS

Annex I