

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAYONIER PERFORMANCE FIBERS, LLC		12/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	555 California Street, 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2057410	CELLUNIER	
Registration Number:	0715606	FLORANIER	
Registration Number:	0640512	GEORGIANIER	
Registration Number:	1910333	RAYFLOC	
Registration Number:	0715608	ULTRANIER	
CORRESPONDENCE DATA			
Fax Number:	4168680673		
<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>			
Phone:	416 601 7765		
Email:	bbell@mccarthy.ca		
Correspondent Name:	Bethanne Bell, McCarthy Tétrault LLP		
Address Line 1:	Box 48		
Address Line 2:	Suite 5300, Toronto Dominion Bank Tower		
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6		
NAME OF SUBMITTER:	Bethanne Bell		
SIGNATURE:	/Bethanne Bell/		
DATE SIGNED:	08/13/2021		
Total Attachments: 6			

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 23, 2020 (this “Trademark Security Agreement”), by RAYONIER ADVANCED MATERIALS INC., RAYONIER PERFORMANCE FIBERS, LLC and TEMBEC GENERAL PARTNERSHIP (each individually, a “Pledgor,” and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent and collateral agent (in such capacity and together with any successors and assigns in such capacity, the “Agent”) for the benefit of the Secured Parties pursuant to the Credit Agreement (as defined below), as pledgee, assignee and secured party.

WITNESSETH:

WHEREAS, the Pledgors are party to a U.S. Security Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”), in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Revolving Credit Agreement (as amended, restated amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of December 10, 2020, by and among Rayonier Advanced Materials Inc., a Delaware corporation (“Holdings”), Rayonier A.M. Products Inc., a Delaware corporation (the “Lead Borrower”), certain of Holdings’ direct or indirect wholly-owned domestic subsidiaries from time to time party thereto and designated as borrowers (together with the Lead Borrower, the “Borrowers” and each, individually, as a “Borrower”), certain of Holdings’ direct or indirect wholly-owned domestic subsidiaries from time to time party thereto as guarantors (the “U.S. Guarantors” and each, individually, as a “U.S. Guarantor”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, the Issuing Banks party thereto and the Agent, the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Assets, the “Trademark Collateral”):

- (a) all Trademarks, including those Registrations and applications of Trademarks set forth on Schedule I to this Trademark Security Agreement;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

Execution Version

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the U.S. Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. 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 Trademark Security Agreement is deemed to be inconsistent with or in conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Counterparts. This Trademark 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. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

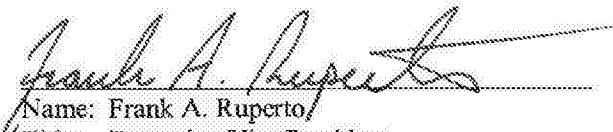
SECTION 6. Intercreditor Agreement. Each Person to whom or for whose benefit a Lien is granted hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the ABL Intercreditor Agreement or any applicable 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 Intercreditor Agreement or any applicable intercreditor agreement, (iii) authorizes (or is deemed to authorize) the Agent on behalf of such Person to enter into, and perform under, the ABL Intercreditor Agreement or any applicable intercreditor agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the ABL 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 Intercreditor Agreement or any applicable intercreditor agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the ABL Intercreditor Agreement or any applicable intercreditor agreement, the provisions of the ABL Intercreditor Agreement or such applicable intercreditor agreement shall control.

[signature page follows]

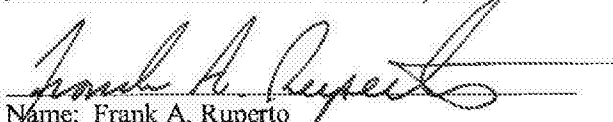
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RAYONIER ADVANCED MATERIALS INC.

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

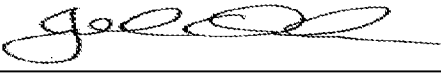
RAYONIER PERFORMANCE FIBERS, LLC

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

[Signature Page -- Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: 
Name: John Olsen
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Owner	Country	Matter ID	Application No.	Application Date	Registration No.	Registration Date	Status
ARBO	Rayonier Performance Fibers	Turkey	TK18-6921	2016/24627	3/18/2016	2016/24627	2/16/2017	Registered/Granted
CELLUNIER	Rayonier Performance Fibers, LLC	United States	TM18-6804	75/117,888	6/12/1996	2,057,410	4/29/1997	Registered/Granted
CHEMISTRY, THE NATURAL WAY	Rayonier Performance Fibers	Japan	JP19-7032	2018044538	4/9/2018	6129597	3/15/2019	Registered/Granted
CHEMISTRY, THE NATURAL WAY	Rayonier Performance Fibers	S. Korea	KR19-7031	4.02018E+12	4/19/2018	40-1441721	1/29/2019	Registered/Granted
FLORANIER	Rayonier Performance Fibers, LLC	United States	TM18-6805	72/104,313	9/12/1960	715606	5/23/1961	Registered/Granted
GEORGIANIER	Rayonier Performance Fibers, LLC	United States	TM18-6806	72/004,841	3/19/1956	640512	1/29/1957	Registered/Granted
INVESTED IN NATURE, INVESTING IN THE FUTURE	Rayonier Advanced Materials Inc.	Canada	CA19-0080	1951334	3/13/2019	-	-	Pending
RAYFLOC	Rayonier Performance Fibers, LLC	United States	TM18-6807	74/515,020	4/22/1994	1,910,333	8/8/1995	Registered/Granted
RAYONIER	Rayonier Advanced Materials Inc.	Italy	IT19-6996	362019000092037	7/22/2019	362019000092037	2/12/2020	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Singapore	SG19-7025	40201715677V	8/16/2017	40201715677V	8/16/2017	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Russia	RU19-7024	2017735201	8/28/2017	669096	9/4/2018	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	European Union	EM19-7023	17113291	8/16/2017	17113291	6/4/2018	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Israel	IL19-7021	278224	9/17/2015	278224	10/2/2017	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers	India	IN19-7020	3040272	8/25/2015	3040272	9/1/2019	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Colombia	CO19-7019	15207773	9/3/2015	559011	3/10/2017	Registered/Granted
RAYONIER	Rayonier	Brazil	BR19-7018	912879882	6/14/2017	912879882	11/6/2018	Registered/Granted

ADVANCED MATERIALS	Advanced Materials Inc							
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Brazil	BR19-7017	912879858	6/14/2017	912879858	11/6/2018	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Mexico	MX19-7016	1707737	1/28/2016	1639096	5/13/2016	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Mexico	MX19-7015	1707736	1/28/2016	1650511	7/1/2016	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Japan	JP19-7014	2015-065339	7/9/2015	5986026	10/6/2017	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Peru	PE19-7022	000689004-2016	12/28/2016	T00019659	1/9/2018	Registered/Granted
Renewable to Remarkable	Rayonier Advanced Materials Inc.	Canada	CA19-0082	1951335	3/13/2019	-	-	Pending
RYAM	Rayonier Advanced Materials Inc.	Canada	CA19-7026	1859703	9/27/2017	TMA1066495	12/16/2019	Registered/Granted
RYAM	Rayonier Advanced Materials Inc.	United States	TM18-6775	87/621,194	9/25/2017	5,950,637	12/31/2019	Registered/Granted
TEMBEC & Design	Rayonier Performance Fibers	Turkey	TK19-7029	2016/24557	3/18/2016	2016/24557	10/9/2019	Registered/Granted
ULTRANIER	Rayonier Performance Fibers, LLC	United States	TM18-6808	72/104,549	9/15/1960	715608	5/23/1961	Registered/Granted

Trademark Licenses:

1. Intellectual Property Agreement, dated as of June 27, 2014, by and between Rayonier Inc. and Rayonier Advanced Materials, whereby, among other things, Rayonier Inc. granted an exclusive license to use and display certain licensed trademarks to Rayonier Advanced Materials Inc.