

Form PTO-1594  
(rev 06/04)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce  
Patent and Trademark Office

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)/Execution Date(s):

Neenah Paper, Inc.  
3460 Preston Ridge Road, Suite 600  
Alpharetta, GA 30005

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other

Citizenship \_\_\_\_\_  
Execution Date(s) November 30, 2004

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

#### 3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Other

- Association
- Limited Partnership
- Merger
- Change of Name

#### 2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached?  Yes  No  
Name: Attention: J. Richard Hawk, as agent for certain lenders

Internal Address: Third Floor  
Street Address: 2200 Ross Avenue  
City: Dallas  
State: Texas  
Country: United States Zip: 75201

- Association - Citizenship
- General Partnership - Citizenship
- Limited Partnership - Citizenship

- Corporation - Delaware
- Other
- Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

#### 4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76197430      78340274  
76197429  
78432533  
78340278  
78340280  
78340282  
78340283

B. Trademark Registration No(s).

<u>1238266</u>	<u>2748031</u>	<u>957317</u>
<u>836320</u>	<u>2722154</u>	<u>1291004</u>
<u>2206592</u>	<u>2767331</u>	<u>1768042</u>
<u>2871774</u>	<u>2279233</u>	<u>1491134</u>
<u>1352782</u>	<u>2653942</u>	<u>2624535</u>
<u>1468313</u>	<u>2447431</u>	<u>2376115</u>
<u>2871772</u>	<u>990912</u>	<u>578822</u>

Additional numbers attached?  Yes  No

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

Jonathan Seiden, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-3000  
Fax: (212) 735-2000  
JSEIDEN@skadden.com

#### 6. Total number of applications and registrations involved:

61


#### 7. Total fee (37 CFR 1.21(h) and 3.41) \$1240

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 139900/490)

#### 8. Payment Information

Deposit Account No. 19-2385  
Authorized user Name: Michael McGuire

#### 9. Signature.

 Jonathan Seiden  
Signature

December 7, 2004  
Date

Name of Person Signing

Total number of pages including cover sheet, and documents: 11

CIH \$1490.00 192385 76197430

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## CONTINUATION OF Item 4B. Additional Registration Numbers

2737924
2737924
2737924
2189126
2642609
946349
507008
991394
215037
1874659
2468331
1060300
1901217
1042863
1603743
1735678
2572757
1652385
921952
2662947
518352
2546554
507009
118213
508779
823405
769185
508780
997044
507010
813471
1834215

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated November 30, 2004, 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 New York banking corporation, located at 2200 Ross Avenue, Third Floor, Dallas, Texas 75201, Attention: J. Richard Hawk, as agent for certain lenders (in such capacity, together with any permitted successors and 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 is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule I hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement (Personal Property), dated as of November 30, 2004, among Assignor and the other 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 Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignor, for the benefit of the Lender Parties (as such terms are defined in the Security Agreement) 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 Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Lenders, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the 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 Obligations, complete performance of all of the obligations of the Credit Parties under the Loan Documents and final termination of each Lender's obligations – if any – to make any further advances under any Note or to provide any other financial accommodations to any Credit 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 the Assignee, the Lenders, or any of their respective affiliates or branches on the insolvency, bankruptcy or reorganization of any Credit Party or otherwise, all as though the payment had not been made.

*(Signature Pages Follow)*

US Trademark Security Agreement

IN WITNESS WHEREOF, Assignor has 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:   
Name: Sean T. Erwin  
Title: President and Chief Executive Officer

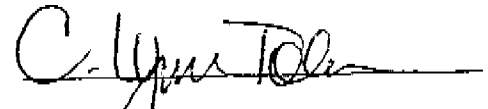
US Trademark Security Agreement

STATE OF Georgia

ss.:

COUNTY OF Fulton

On this 30th day of November, 2004, before me personally came Sean T. Erwin, 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 the President and Chief Executive Officer of Neenah Paper, Inc., a Delaware corporation, and that he executed the foregoing instrument in the name of Neenah Paper, Inc., 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.



Notary Public  
Notary Public, Fulton County, Georgia  
My Commission Expires February 5, 2005

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

**U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Curr App No</u>	<u>Orig Reg No</u>
ABRASIVEBACKERS.COM		Unknown
AUTO-SONICS		
BOOKCOVERMATERIALS.COM		Unknown
BUCKSKIN	334318	1238266
BUCKSKIN	269830	836320
CLEANROOMPAPERS.COM		Unknown
COVERMATERIALS.COM		Unknown
CREPETAPE.COM		Unknown
DEMAND-E		
DURABLEPAPER.COM		Unknown
DURABLEPRINTINGPAPER.COM		Unknown
DURAFLEX	274652	2206592
DURAFLEX	78/287965	2871774
DURAFORM	521209	1352782
DURAWEB	662147	1468313
EPIC		
EPIC II	78/287958	2871772
HEIRLOOM	76/223506	2737924
HEIRLOOM	76/223505	2748031

<u>Trademark</u>	<u>Curr App No</u>	<u>Orig Reg No.</u>
HEIRLOOM	76/223431	2722154
IMAGECLIP		
IMPERVON	76/151975	2767331
IMPERVON and Design	76/197430	
IMPERVON and Design W/COLOR	76/197429	
IMPERVON.COM		Unknown
JEANLABELS.COM		Unknown
JET TRANS	75-515599	2279233
JET-OPAQUE	76-308557	2653942
JET-PRO	75-717890	2447431
KIMDURA	457637	990912
KIMDURA.COM		Unknown
KIMLON	78/287947	2871771
LABEL-AND-TAG.COM		Unknown
MUNISING	415935	957317
MUNISING LP	73/441206	1291004
MUNISINGLP.COM		Unknown
PHOTO-TRANS	74-134400	1768042
PREVAIL	690418	1491134
SPECTRUM		
STERI-BREATHE		
TAPEANDPREMASK.COM		Unknown



<u>Trademark</u>	<u>Curr App No</u>	<u>Orig Reg No.</u>
TECHNI-PRINT	76-308556	2624535
TECHNI-TRANS	75-609748	2376115
TECHNICALPAPER.COM		Unknown
TEXOPRINT	631301	578822
TEXOPRINT.COM		Unknown
THE BUSINESS OF TECHNOLOGY		
TRANS-EZE	134329	1111754
WASHABLETAG.COM		Unknown
WYNDSTONE HEAT TRANSFER PAPERS	75-298835	2189126
A AND CIRCLE DESIGN	76/342780	2642609
ARTONE	393188	946349
ATLAS		
CHIEFTAIN	542862	507008
CLASSIC	466075	991394
CLASSIC	207652	215037
CLASSIC COLUMNS	420471	1874659
CLASSIC COTTON	75/712059	2468331
CLASSIC CREST	90315	1060300
CLASSIC PAPER(S).COM		
CLASSIC.INFO		Unknown
CLASSICCREST.BIZ		Unknown
CLASSICCREST.INFO		Unknown

<u>Trademark</u>	<u>Curr App No</u>	<u>Orig Reg No.</u>
CLASSICPAPER.COM		Unknown
CLASSICPAPERS.COM		Unknown
DESIGN BLOCK N	78432533	
DESIGN CC	455454	1901217
DESIGN CLASSIC LAID COLOPHON	56734	1042863
DESIGN COLUMNS	78340278	
DESIGN COTTON	78340280	
DESIGN DIAMOND	840011	1603743
DESIGN MAN AT PRESS	78340282	
DESIGN SUN	97980	1735678
DESIGN UV	78340283	
DESIGN WOMAN @ LOOM	78340274	
ENEENAH	75/936618	2572757
ENEENAH.COM		Unknown
ENVIRONMENT	90779	1652385
ENVIRONMENTPAPERS.COM		Unknown
KIMBERLY	331045	921952
NB AND DESIGN	76/371622	2662947
NEENAH	542863	518352
NEENAH	76/129023	2546554
NEENAH.BIZ		Unknown
NEENAH.INFO		Unknown

<u>Trademark</u>	<u>Curr App No</u>	<u>Orig Reg No.</u>
NEENAHLINK.COM		Unknown
NEENAHPAPER.COM		Unknown
NEENAHPAPERINC.COM		Unknown
NEENAHPAPERSURVEY.COM		Unknown
NINAPAPER.COM		Unknown
OLD COUNCIL TREE	542865	507009
PEACELOVEPAPER.COM		Unknown
POWER OF TEN		
PRESTIGE	103539	118213
RESOLUTE	542866	508779
SAVOY	217039	823405
SCRIBE	176541	769185
STONEWALL	542867	508780
TEN		
THOREAU	447132	997044
TUDOR	542869	507010
UV/ULTRA	224214	813471
HARMONY		1834215