

12-04-2009

RECC  
TF



103582417

To the Director of the U. S. Patent and Trade

Documents or the new address(es) below.

12-2-09

1. Name of conveying party(ies):

Neenah Paper FR, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company - Delaware

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 5, 2009

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 2200 Ross Avenue, 9th Floor - TX 2921

City: Dallas

State: Texas

Country: USA

Zip: 75201

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

DEC - 2 2009

1756752 and 1103401 (see attached)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ESSE and CAPITOL BOND

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

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas

Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/03/2009 MJAMA1 00000025 1756752

01 FC:8521 40.00 DP  
02 FC:8522 25.00 DP  
Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Julie H. Cooper  
Signature

12/2/09  
Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Schedule 1 to Trademark Security Agreement**

<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>
ESSE	74/184802	1756752
CAPITOL BOND	73/081903	1103401

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated November 5, 2009, is made by Neenah Paper FR, LLC, a Delaware limited liability company, 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, Ninth Floor Texas 2921, Dallas, Texas 75201, Attention: Jeff A. Tompkins, 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 1 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 Lender Parties, 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)*

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 FR, LLC,  
as Assignor

By:



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Name: Steven S. Heinrichs  
Title: Senior Vice President,  
General Counsel & Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004107 FRAME: 0798**

STATE OF Georgia

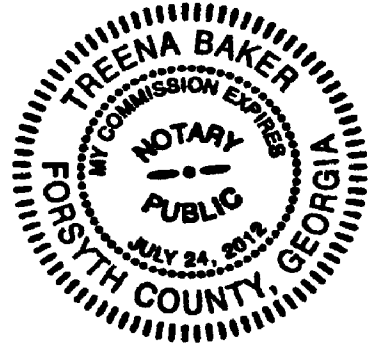
SS.:

COUNTY OF Forsyth

On this 26 day of October, 2009, before me personally came Steven S. Heinrichs, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the SVP, General Counsel/Sec of Neenah Paper FR, LLC, a Delaware LLC, and that s/he executed the foregoing instrument in the name of Neenah Paper FR, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

Treena Baker

Notary Public



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