

TO: Fax COMPANY:

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01/04/2010
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DEC -2 2009

12-04-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



103582418

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

502-21

1. Name of conveying party(ies): Neenah Paper, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>JPMorgan Chase Bank, N.A.</u> Internal Address: _____ Street Address: <u>2200 Ross Avenue, 9th Floor - TX 2921</u> City: <u>Dallas</u> State: <u>Texas</u> Country: <u>USA</u> Zip: <u>75201</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>New York</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>November 5, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>First Amendment to Security Agrmt</u>			
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) <u>2642609, 90952, 131697, 980666, see attached</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>A and circle design, A and Eagle design, ACCPETANCE BOND, ARROWHEAD and design, see attached</u>			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Julie H. Cooper</u> Internal Address: <u>c/o Vinson & Elkins LLP</u> Street Address: <u>2001 Ross Avenue, Suite 3700</u> City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75201</u> Phone Number: <u>214-220-7919</u> Fax Number: <u>214-999-7919</u> Email Address: <u>jcooper@velaw.com</u>		6. Total number of applications and registrations involved: <u>102</u>	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>2,565.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
		8. Payment Information: <u>12/03/2009 NJANA1 00000024 2642609</u> <u>01 FC:8521</u> <u>02 FC:8522</u> Deposit Account Number _____ <u>48.00 UP</u> <u>2525.00 DP</u> Authorized User Name _____	
9. Signature: <u>Julie H. Cooper</u> <u>12/2/09</u> _____ Signature Date Julie H. Cooper _____ Name of Person Signing Total number of pages including cover sheet, attachments, and document: <u>13</u>			

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

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TRADEMARK
REEL: 004148 FRAME: 0546

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**SCHEDULE 1
TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
AND REAFFIRMATION AGREEMENT**

U.S. Trademark Registrations and U.S. Trademark Applications:

Mark	Application No.	Registration No.
A and circle design	76/342780	2642609
A and Eagle design	71/045585	0090952
ACCPETANCE BOND	71/125687	0131697
ARROWHEAD and design	72/447757	0980666
ARTONE	72/393188	0946349
BE GREAT	75/507608	2264919
BUCKSKIN	73/334318	1238266
CAPITOL BOND	73/081903	1103401
Capitol design	73/382328	1272643
CHADWICK	74/035772	1669929
CHELtenham	73/410838	1272675
CIRCA SELECT	73/234808	1164620
CLASSIC	71/207652	0215037
CLASSIC	72/466075	0991394
CLASSIC COLUMNS	74/420471	1874659
CLASSIC COTTON	75/712059	2468331
CLASSIC CREST	73/090315	1060300
CLEARFOLD	75/545538	2476180
columns design	78/340278	2913245
CONSERVATION		
CONSERVATION	77/611284	
CORONADO	76/225461	2542864
CORRESPOND	74/221233	1832152
cotton design	78/340280	2913246
CRUSHED LEAF	75/661639	2343114
CUSTOMARK	72/079983	0696091
design - uv	78/340283	2987282
design - woman at loom	78/340274	2913244
design block N	78/432533	3261979
design of man at press	78/340282	2913247
design of sun	74/097980	1735678
diamond design	73/840011	1603743
double C design	74/455454	1901217
DURAFLEX	78/287965	2871774

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DURAFORM	73/521209	1352782
ENVIRONMENT	74/090779	1652385
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ESSE	74/007675	1656765
ESSE	74/184802	1756752
ESTATE LABEL	72/462559	0992007
ESTATE LABEL	78/951714	3260828
EVERGREEN	74/048193	1920846
FILARE	73/379510	1268606
FINE WEAVE	72/262277	0894613
FOX RIVER SELECT	75/318724	2257787
FOX RIVER stylized	71/551630	0533584
FOXLINE	72/056953	0686653
GAINSBOROUGH	73/286430	1258510
GILBERT	71/583340	0532195
GILCLEAR	73/094223	1066724
GILCLEAR	75/656490	2397113
GILCREST	73/035747	1032981
GREATPRINT	76/144229	2492534
HEIRLOOM	76/223506	2737924
HEIRLOOM	76/223505	2748031
HEIRLOOM	76/223431	2722154
HILLSDALE	73/444076	1292226
HOWARD	77/662966	3666680
HOWARD stylized	71/530001	0506862
IMAGE CLIP	77/369402	3565700
IMPERVON	76/151975	2767331
JET TRANS	75/515599	2279233
JET-OPAQUE	76/308557	2653942
JET-PRO	75/717890	2447431
KIMBERLY	72/331045	0921952
KIMDURA	72/457637	0990912
KIMLON	78/287947	2871771
MAXOPAQUE	73/799987	1573343
MIRAGE	73/237754	1160918
miscellaneous logo		
MUNISING	72/415935	0957317
MUNISING LP	73/441206	1291004
NB and design	76/371622	2662947
NEENAH	71/542863	0518352
NEENAH	76/129023	2546554
NEENAH	77/455475	3637664

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Mark	Application No.	Registration No.
NEUTECH	73/591409	1411306
OLD COUNCIL TREE	71/542865	0507009
OUR GOAL IS TO MAKE YOU LOOK GREAT	75/585191	2279529
OXFORD	72/088797	0735671
OXFORD	73/228220	1183712
Oxford Weave design	74/187999	1792536
PAPER DOCTOR		
PERMALIFE	72/105313	0714413
Petal design		
PHOTO-TRANS	74/134400	1768042
PREVAIL	73/690418	1491134
R stylized/logo	78/180924	2836413
REALM	75/467461	2286689
RISING	71/656110	0594892
STARWHITE	72/272436	0849409
STONEHENGE	73/362549	1242065
SUNDANCE	73/167636	1123694
TECHNACLEAR	74/102716	1658202
TECHNI-PRINT	76/308556	2624535
TETON	72/420342	0960919
TEXOPRINT	71/631301	0578822
THE WORKHORSE	78/173690	2777955
THEMEMARKS	75/806006	2460402
TROJAN	71/209327	0207551
UV/ULTRA	72/224214	0813471
VALLEY FORGE	73/349008	1268603
[REDACTED]		
VOICE	75/087302	2100309
WINSTED	71/649049	0595557
WORKWELL	73/798266	1569692

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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
AND REAFFIRMATION AGREEMENT**

This First Amendment to Trademark Security Agreement and Reaffirmation Agreement (this "Agreement") is made and entered into as of November 5, 2009, by Neenah Paper, Inc., a Delaware corporation ("Assignor") in favor of JPMorgan Chase Bank, N.A, a national banking association, in its capacity as Agent (together with any successors and assigns, the "Assignee") for the benefit of the Lender Parties under that certain Amended and Restated Credit Agreement (as defined below).

RECITALS:

Assignor, certain subsidiaries of Assignor, each subsidiary of the Assignor listed as a "Guarantor" on the signature pages thereto, the financial institutions from time to time party thereto, the Assignee, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian collateral agent for the Lenders (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 the date hereof, the "Original Credit Agreement").

Assignor, each subsidiary of Assignor listed as a "Borrower" on the signature pages thereto, the Assignee, the CCA, each subsidiary of Assignor party thereto as a Guarantor, and the financial institutions from time to time party thereto are parties to that certain Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, 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 entered into that certain Trademark Security Agreement dated as of November 30, 2004 (the "Trademark Security Agreement") in connection with the Original Credit Agreement.

In connection with the execution of the Amended and Restated Credit Agreement and as a condition precedent thereto, 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. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Trademark Security Agreement or, as applicable, in the 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 the lead-in of the Trademark Security Agreement. The fifth paragraph of the Trademark Security Agreement is hereby amended as follows:

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(a) The phrase "for the benefit of the Agents and the Lenders" is deleted in its entirety and replaced with "for the benefit of the Agents and the Lender Parties".

SECTION 3. Reaffirmations. Assignor hereby consents to the amendment and restatement of the Amended and Restated Credit Agreement and each of the transactions contemplated thereby and hereby. The terms and provisions set forth in this Agreement 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 Agreement, 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 Lender Parties under the Trademark Security Agreement and acknowledges that the Collateral granted thereunder shall secure all the Obligations, as amended, increased and/or extended pursuant to the 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. Updated Schedules to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby deleted in its entirety and replaced with Schedule I attached hereto.

The Collateral listed on Schedule I attached hereto shall be and become part of the Collateral referred to in the Trademark Security Agreement and shall secure all Obligations referred to in the Trademark Security Agreement, and the undersigned hereby grants to Assignee on behalf of and for the ratable benefit of the Lender Parties and the other secured parties named therein, a security interest in the Collateral, as updated hereby, to secure the Obligations under the terms of the Trademark Security Agreement as amended and reaffirmed hereby.

SECTION 5. No Waiver. Nothing contained in this Agreement shall be construed as a waiver by the Assignee of any covenant or provision of the Trademark Security Agreement, the other Loan Documents, or of any other contract or instrument between the Assignor and the Assignee, and the failure of the Assignee at any time or times hereafter to require strict performance by the Assignor of any provision thereof shall not waive, affect or diminish any right of the Assignee to thereafter demand strict compliance therewith. The Assignee hereby reserves all rights granted under the Trademark Security Agreement, the other Loan Documents, this Agreement and any other contract or instrument between the Assignor and the Assignee.

SECTION 6. References to Trademark Security Agreement and Credit Agreement. Each of the Loan Documents, including the Trademark Security Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Trademark Security Agreement as amended hereby, are hereby amended so that (a) any reference in such Loan Documents to the Trademark Security Agreement shall mean a reference to the Trademark Security Agreement as amended and reaffirmed hereby and (b) any reference in such Loan Documents to the Credit Agreement shall mean a reference to the Amended and Restated Credit Agreement.

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

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prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 8. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the Assignee and the Assignor and their respective successors and assigns, except the Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee, other than as expressly permitted under the terms of the Amended and Restated Credit Agreement.

SECTION 10. Counterparts. This Agreement 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 Agreement by facsimile transmission or PDF electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 11. Effect of Waiver. No consent or waiver, express or implied, by the Assignee to or for any breach of or deviation from any covenant, condition or duty by the 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 12. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 13. Entire Agreement. THE TRADEMARK SECURITY AGREEMENT, THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT 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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TO:Fax COMPANY:

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

ASSIGNOR:

NEENAH PAPER, INC.

By: 
Name: Bonnie C. Lind
Title: Sr. Vice President,
CFO and Treasurer

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Jeff A. Tompkins
Title: Vice President

[Signature Page to First Amendment to Trademark Security Agreement
and Reaffirmation Agreement]

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

ASSIGNOR:

NEENAH PAPER, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.

By: Jeff A. Tompkins
Name: Jeff A. Tompkins
Title: Vice President

[Signature Page to First Amendment to Trademark Security Agreement
and Reaffirmation Agreement]

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STATE OF Georgia

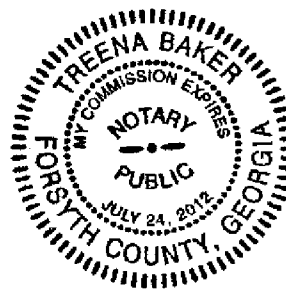
ss.:

COUNTY OF Forsyth

On this 26 day of October, 2009, 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 s/he is the SVP, CFO & Treasurer of Neenah Paper, Inc., a Delaware Corporation, and that s/he executed the foregoing instrument in the name of Neenah Paper, Inc., 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.



Notary Public



[Notary Page to First Amendment to Trademark Security Agreement
and Reaffirmation Agreement]

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VALLEY FORGE	73/349008	1268603
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WINSTED	71/649049	0595557
WORKWELL	73/798266	1569692