

10/15/2012



103650525

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached do

10-15-12

1. Name of conveying party(ies):

Neenah Paper, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

City: Dallas

State: Texas

Country: USA Zip: 75201

Association Citizenship National Banking - US

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

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)

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

Execution Date(s) January 31, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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)

See attached... (1573320, 3136380, 2667132...)

Additional sheet(s) attached? Yes No

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

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

Name: Julie H Cooper

Internal Address: c/o Vinson & Elkins LLP

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:

24

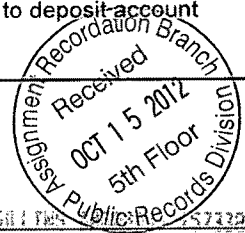
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 02 FC:8522

Authorized User Name: _____



9. Signature:

Julie H. Cooper
Signature

10/12/2012
Date

Julie H Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

SUPPLEMENT TO SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Country	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	73/793036		1573320		ASTROBRIGHTS
United States	76/631963		3136380		ASTROBRIGHTS GLISTEN
United States	76/239738		2667132		ASTROBRIGHTS PRINT & STICK
United States	76/659561		3216862		ASTROBRIGHTS TEXTURES
United States	76/338852		2719991		ASTROPAQUE
United States	74/428989		962796		ASTROPARCHE
United States	85/400346	8/17/2011			BELLA
United States	76/649723		3216826		CELESTIAL BLUE
United States	77/611284	11/10/2008	3788849	5/11/2010	CONSERVATION
United States	74/094377	9/4/1990	1834215	5/3/1994	HARMONY
United States	77494050				INTRIGUE
United States	77/901914	12/29/2009			MAXOPAQUE
United States	77/814813	8/28/2009	3836899	8/24/2010	PAPER DOCTOR (WORD)
United States	77/814818	8/28/2009	3833915	8/17/2010	PAPER DOCTOR DESIGN
United States	85/133449	9/20/2010			PERSONAL PROOF
United States	85/019826	4/21/2010	3952452	4/26/2011	RESPONSIBILITY WITHOUT COMPROMISE
United States	76/551376		3121174		ROYAL COMPLEMENTS
United States	76/570922		3008253		ROYAL COTTON
United States	74/228369		1718073		ROYAL FIBER
United States	74/515688		1882195		ROYAL LAID
United States	74/011977		1612046		ROYAL LINEN
United States	74/498364		1879731		ROYAL MARBLE
United States	76/631965		3169249		ROYAL

States					METALLICS
United States			3577723		ROYAL RESOURCE

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

This Second Amendment to Trademark Security Agreement and Reaffirmation Agreement (this "Agreement") is made and entered into as of January 31, 2012, 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 party thereto as a Borrower, 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 (as amended by that certain First Amendment to Trademark Security Agreement and Reaffirmation Agreement dated as of November 5, 2009 by Assignor in favor of Assignee and as further amended, restated and supplemented from time to time, the "Trademark Security Agreement") in connection with the Original Credit Agreement.

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 Schedules to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended and supplemented to add thereto the Collateral listed on Supplement to Schedule I attached hereto.

The Collateral listed on Supplement to 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 3. Reaffirmations. 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. 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 5. 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 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.

SECTION 6. 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 prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 7. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. 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 9. 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 10. 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 11. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

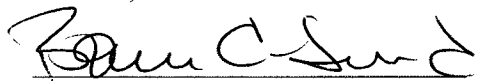
SECTION 12. Entire Agreement. THE TRADEMARK SECURITY AGREEMENT, THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

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: Authorized Officer

STATE OF Georgia

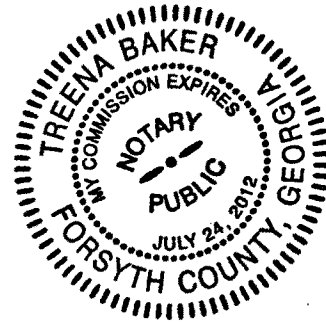
ss.:

COUNTY OF Fulton

On this 30th day of January, 2012, 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 Neeenah Paper, Inc., a Corporation, and that s/he executed the foregoing instrument in the name of Neeenah 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.

Treena Baker

Notary Public



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

TRADEMARK
REEL: 004890 FRAME: 0608

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United States	74/428989		962796		ASTROPARCHE
United States	85/400346	8/17/2011			BELLA
United States	76/649723		3216826		CELESTIAL BLUE
United States	77/611284	11/10/2008	3788849	5/11/2010	CONSERVATION
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United States	77494050				INTRIGUE
United States	77/901914	12/29/2009			MAXOPAQUE
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Schedule I - 1

1242798v.4 CHA715/52006

**TRADEMARK
REEL: 004890 FRAME: 0609**

States					METALLICS
United States			3577723		ROYAL RESOURCE

Schedule I - 2

SUPPLEMENT TO SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

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Schedule I - 1

States					METALLICS
United States			3577723		ROYAL RESOURCE

Schedule I - 2

1242798v.4 CHA715/52006

RECORDED: 10/15/2012

**TRADEMARK
REEL: 004890 FRAME: 0612**