

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RAYONIER PERFORMANCE FIBERS, LLC		06/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	100 NORTH TRYON STREET		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2057410	CELLUNIER	
<b>Registration Number:</b>	715606	FLORANIER	
<b>Registration Number:</b>	640512	GEORGIANIER	
<b>Registration Number:</b>	1910333	RAYFLOC	
<b>Registration Number:</b>	715608	ULTRANIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>			
<b>Phone:</b>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	BENJAMIN PETERSEN		
<b>Address Line 1:</b>	3000 EL CAMINO REAL, 6TH FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	3232/62		
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN		
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/		
<b>DATE SIGNED:</b>	09/09/2014		

CH \$140.00 2057410

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) dated as of June 26, 2014 by and among each Pledgor listed on the signature pages hereof (collectively, the “IP Pledgors”) and BANK OF AMERICA, N.A, as Collateral Agent (the “Collateral Agent”), is for the benefit of the Secured Parties, under the terms of that certain Security Agreement dated as of June 26, 2014, by and among RAYONIER ADVANCED MATERIALS INC., a Delaware corporation (“Holdings”), having its chief executive office at 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207, RAYONIER A. M. PRODUCTS INC., a Delaware corporation, (the “Borrower”), having its chief executive office at 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207, the other Pledgors and the Collateral Agent (as amended, restated, supplemented or otherwise modified, the “Security Agreement”).

This Agreement is executed pursuant to the terms of the Security Agreement. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Security Agreement.

As security for the payment and performance, as applicable, in full of its Obligations, each IP Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent and its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such IP Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such IP Pledgor or in which such IP Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property or Excluded Securities, the “IP Collateral”):

- (i) all Patents of the United States of America, including, without limitation, those listed on Schedule A;
- (ii) all Trademarks of the United States of America, including, without limitation, those listed on Schedule B;
- (iii) all Copyrights of the United States of America, including, without limitation, those listed on Schedule C;
- (iv) any and all claims for damages for past, present and future infringement or other violation with respect to any of the foregoing;
- (v) any and all proceeds of, and collateral security for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each IP Pledgor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of  
the 26th day of June, 2014.

**RAYONIER PERFORMANCE FIBERS,  
LLC,  
as IP Pledgor**

By: 

Name: Michael R. Herman  
Title: Senior Vice President and  
Assistant Secretary

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Schedule A to the Intellectual Property Security Agreement

**Patents**

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Rayonier Performance Fibers, LLC	Alkylene Oxide Modified Hardwood Cellulose	6,835,828	28-Dec-2004
Rayonier Performance Fibers, LLC	Cellulosic Fiber Pulp and Highly Porous Paper Products Produced Therefrom	7,285,184	23-Oct-2007
Rayonier Performance Fibers, LLC	Composites Containing Cellulosic Pulp Fibers and Methods of Making and Using the Same	6,270,883	7-Aug-2001
Rayonier Performance Fibers, LLC	Highly Carboxylated Cellulose Fibers and Process of Making the Same	6,627,750	30-Sep-2003
Rayonier Performance Fibers, LLC	Methods of Making Composites Containing Cellulosic Pulp Fibers	6,730,249	4-May-2004
Rayonier Performance Fibers, LLC	Process for Manufacturing High Purity Xylose	7,812,153	12-Oct-2010
Rayonier Performance Fibers, LLC	Process for Producing Alkaline Treated Cellulosic Fibers	6,896,810	24-May-2005
Rayonier Performance Fibers, LLC	Process of Purifying Wood Pulp with Caustic-Borate Solution and Recovering the Purifying Chemical	7,854,847	21-Dec-2010

Schedule B to the Intellectual Property Security Agreement

**Trademarks**

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Rayonier Performance Fibers, LLC	CELLUNIER	2,057,410	29-Apr-1997
Rayonier Performance Fibers, LLC	FLORANIER	715,606	23-May-1961
Rayonier Performance Fibers, LLC	GEORGIANIER	640,512	29-Jan-1957
Rayonier Performance Fibers, LLC	RAYFLOC	1,910,333	08-Aug-1995
Rayonier Performance Fibers, LLC	ULTRANIER	715,608	23-May-1961

Schedule C to the Intellectual Property Security Agreement

**Copyrights**

None.