

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAYONIER PERFORMANCE FIBERS, LLC		11/17/2017	Limited Liability Company: DELAWARE
RAYONIER ADVANCED MATERIALS INC.		11/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 NORTH TRYON STREET		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	NATIONAL ASSOCIATION:: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87081380	OPTISILK	
Serial Number:	87621194	RYAM	
Serial Number:	87081445	SPINPURE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MARIE-ALEXIS VALENTE		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	3232/62		
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE		
SIGNATURE:	/MARIE-ALEXIS VALENTE/		
DATE SIGNED:	11/22/2017		

CH \$90.00 87081380

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement (this “Agreement”), dated as of November 17, 2017, by and among each Pledgor listed on the signature pages hereof (collectively, the “IP Pledgors”) and BANK OF AMERICA, N.A, as Collateral Agent under the Security Agreement, as defined below (the “Collateral Agent”), is made for the benefit of the Secured Parties, under the terms of (i) 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, amended and restated, restated, supplemented or otherwise modified, the “Security Agreement”) and (ii) that certain Intellectual Property Security Agreement dated June 26, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP 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 “Additional 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; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (iii) any and all claims for damages for past, present and future infringement or other violation with respect to any of the foregoing; and
- (iv) 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 Additional IP Collateral of or arising from any of the foregoing.

Each IP Pledgor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

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 Additional 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 Intellectual Property Security Agreement Supplement as of the 17 day of November, 2017.

Rayonier Performance Fibers, LLC

By

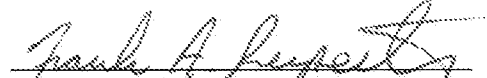


Name: Frank A. Ruperto

Title: Senior Vice President

Rayonier Advanced Materials Inc.

By



Name: Frank A. Ruperto

Title: Chief Financial Officer and Senior
Vice President, Strategy and Finance

[Signature Page to IP Security Agreement Supplement]

TRADEMARK
REEL: 006212 FRAME: 0563

Patents and Patent Applications

Title	Patent No. / Date	App. No. / Filed	Owner	Status
ABSORBENT PRODUCTS AND METHODS OF PREPARATION THEREOF	7919667 20110405	09/334125 19990615	Rayonier Performance Fibers, LLC	Granted
ABSORBENT PRODUCTS AND METHODS OF PREPARATION THEREOF	8247641 20120821	09/863585 20010516	Rayonier Performance Fibers, LLC	Granted
CELLULOSIC FIBERS WITH ODOR CONTROL CHARACTERISTICS	8138106 20120320	11/239278 20050930	Rayonier Performance Fibers, LLC	Granted
CHEMICALLY CROSS-LINKED CELLULOSIC FIBER AND METHOD OF MAKING SAME	7074301 20060711	10/166254 20020611	Rayonier Performance Fibers, LLC	Granted
CHEMICALLY CROSS-LINKED CELLULOSIC FIBER AND METHOD OF MAKING SAME	7094318 20060822	10/694348 20031028	Rayonier Performance Fibers, LLC	Granted
CHEMICALLY CROSS-LINKED CELLULOSIC FIBER AND METHOD OF MAKING SAME	7320740 20080122	11/156703 20050621	Rayonier Performance Fibers, LLC	Granted
CHEMICALLY CROSS-LINKED CELLULOSIC FIBER AND METHOD OF MAKING SAME	7419568 20080902	11/156717 20050621	Rayonier Performance Fibers, LLC	Granted
CROSSED-LINKED PULP AND METHOD OF MAKING SAME	6620293 20030916	09/832634 20010411	Rayonier Performance Fibers, LLC	Granted
CROSSED-LINKED PULP AND METHOD OF MAKING SAME	7018511 20060328	10/272418 20021016	Rayonier Performance Fibers, LLC	Granted
CROSS-LINKED CELLULOSE FIBERS AND METHOD OF MAKING SAME	7195695 20070327	10/677811 20031002	Rayonier Performance Fibers, LLC	Granted
CROSS-LINKED PULP SHEET	7288167 20071030	11/332559 20060113	Rayonier Performance Fibers, LLC	Granted
HYDROGEL FORMING MATERIAL FROM BYPRODUCT PULP FINES	9382337 20160705	14/565029 20141209	Rayonier Performance Fibers, LLC	Granted
LIQUID DISTRIBUTION MAT MADE OF ENHANCED CELLULOSIC FIBERS	7686921 20100330	11/414218 20060501	Rayonier Performance Fibers, LLC	Granted

Title	Patent No. / Date	App. No. / Filed	Owner	Status
METHOD OF MAKING A PULP SHEET OF ODOR-INHIBITING ABSORBENT FIBERS	8574683 20131105	13/398501 20120216	Rayonier Performance Fibers, LLC	Granted
PLASTICIZING FORMULATION FOR FLUFF PULP AND PLASTICIZED FLUFF PULP PRODUCTS MADE THEREFROM	7854822 20101221	11/001566 20041202	Rayonier Performance Fibers, LLC	Granted
PROCESS FOR MAKING HYDROGELS FROM HEMICAUSTIC BYPRODUCT	9650742 20170516	14/566986 20141211	Rayonier Performance Fibers, LLC	Granted
SPECIALTY PULP WITH HIGH INTRINSIC VISCOSITY	N/A	15/353390 20161116	Rayonier Performance Fibers, LLC	Pending
SUPERABSORBENT CELLULOSIC FIBER AND METHOD OF MAKING SAME	6844066 20050118	10/440360 20030519	Rayonier Performance Fibers, LLC	Granted
TREATMENT COMPOSITION FOR MAKING ACQUISITION FLUFF PULP IN SHEET FORM	7312297 20071225	11/058213 20050216	Rayonier Performance Fibers, LLC	Granted

Trademarks and Trademark Applications

Trademark	Reg. No. / Date	App. No. / Filed	Owner	Status
OPTISILK	N/A	87081380 23-JUN-2016	Rayonier Performance Fibers, LLC	Pending (ITU)
RYAM	N/A	87621194 25-SEP-2017	Rayonier Advanced Materials Inc.	Pending (ITU)
SPINPURE	N/A	87081445 23-JUN-2016	Rayonier Performance Fibers, LLC	Pending (ITU)