

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM616460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rayonier Performance Fibers, LLC		12/23/2020	Limited Liability Company: DELAWARE
Rayonier Advanced Materials Inc.		12/23/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Notes Collateral Agent
<b>Street Address:</b>	600 South 4th Street
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55415
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<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>	5950637	RYAM
<b>Registration Number:</b>	715608	ULTRANIER

## CORRESPONDENCE DATA

**Fax Number:** 8009144240

*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.*

**Phone:** 8007130755

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	12/23/2020
<b>Total Attachments: 8</b> source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page1.tif source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page2.tif source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page3.tif source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page4.tif source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page5.tif source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page6.tif source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page7.tif source=41(b) RYAM - U.S. Trademark Security Agreement (Notes)#page8.tif	

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of December 23, 2020 (this “Trademark Security Agreement”), by RAYONIER ADVANCED MATERIALS INC. and RAYONIER PERFORMANCE FIBERS, LLC (each individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity and together with any successors and assigns in such capacity, the “Notes Collateral Agent”) for the benefit of the Secured Parties pursuant to the Indenture (as defined below) and the other Cash Flow Documents, as pledgee, assignee and secured party.

**WITNESSETH:**

WHEREAS, the Pledgors are party to a U.S. Notes Security Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into that certain Indenture, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Rayonier A.M. Products Inc., a Delaware corporation (the “Company”), Rayonier Advanced Materials Inc. (“RYAM”), the other Guarantors from time to time party thereto (together with RYAM, the “Guarantors” and each, individually, a “Guarantor”) and the Notes Collateral Agent, pursuant to which the Company issued \$500,000,000 aggregate principal amount of 7.625% Senior Secured Notes due 2026, the Pledgors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Notes Security Agreement and used herein have the meaning given to them in the Notes Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a Lien on all of the right, title and interest of such Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, and, in each case, excluding any Excluded Assets, the “Trademark Collateral”):

(a) all Trademarks, including those Registrations and applications of Trademarks set forth on Schedule I to this Trademark Security Agreement;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Notes Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Notes Security Agreement and Pledgors hereby acknowledge and affirm

that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto 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 to be an original, but all such counterparts together shall constitute one and the same agreement. This Trademark Security Agreement and any certificate, agreement or other document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) in the case of this Trademark Security Agreement and any certificate, agreement or other document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby (other than any Notes) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"). Each electronic signature (except in the case of any Notes) or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature (except in the case of any Notes), of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement. Each Person to whom or for whose benefit a Lien is granted hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement, (iii) authorizes (or is deemed to authorize) the Notes Collateral Agent on behalf of such Person to enter into, and perform under, the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement was delivered, or made available, to such Person. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the ABL/Cash Flow Intercreditor Agreement or any applicable intercreditor agreement, the provisions of the ABL/Cash Flow Intercreditor Agreement or such applicable intercreditor agreement shall control.

SECTION 7. Concerning the Notes Collateral Agent. Wells Fargo Bank, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Notes Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, protections, limitations of liability, immunities and indemnities granted to it under the Indenture and any corresponding provisions of any other Cash Flow Document, as if such rights, privileges, protections, limitations of liability, immunities and indemnities were set forth herein.

[signature page follows]

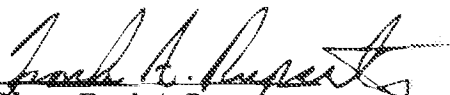
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**RAYONIER PERFORMANCE FIBERS, LLC**

By:   
Name: Frank A. Ruperto  
Title: Executive Vice President

**RAYONIER ADVANCED MATERIALS INC.**

By:   
Name: Frank A. Ruperto  
Title: Executive Vice President

*[Signature Page – Trademark Security Agreement]*

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Notes Collateral Agent

By: 

Name: Patrick Giordano  
Title: Vice President

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007145 FRAME: 0499**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark	Owner	Country	Matter ID	Application No.	Application Date	Registration No.	Registration Date	Status
ARBO	Rayonier Performance Fibers	Turkey	TK18-6921	2016/24627	3/18/2016	2016/24627	2/16/2017	Registered/Granted
CELLUNIER	Rayonier Performance Fibers, LLC	United States	TM18-6804	75/117,888	6/12/1996	2,057,410	4/29/1997	Registered/Granted
CHEMISTRY, THE NATURAL WAY	Rayonier Performance Fibers	Japan	JP19-7032	2018044538	4/9/2018	6129597	3/15/2019	Registered/Granted
CHEMISTRY, THE NATURAL WAY	Rayonier Performance Fibers	S. Korea	KR19-7031	4.02018E+12	4/19/2018	40-1441721	1/29/2019	Registered/Granted
FLORANIER	Rayonier Performance Fibers, LLC	United States	TM18-6805	72/104,313	9/12/1960	715606	5/23/1961	Registered/Granted
GEORGIANIER	Rayonier Performance Fibers, LLC	United States	TM18-6806	72/004,841	3/19/1956	640512	1/29/1957	Registered/Granted
INVESTED IN NATURE, INVESTING IN THE FUTURE	Rayonier Advanced Materials Inc.	Canada	CA19-0080	1951334	3/13/2019	-	-	Pending
RAYFLOC	Rayonier Performance Fibers, LLC	United States	TM18-6807	74/515,020	4/22/1994	1,910,333	8/8/1995	Registered/Granted
RAYONIER	Rayonier Advanced Materials Inc.	Italy	IT19-6996	362019000092037	7/22/2019	362019000092037	2/12/2020	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Singapore	SG19-7025	40201715677V	8/16/2017	40201715677V	8/16/2017	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Russia	RU19-7024	2017735201	8/28/2017	669096	9/4/2018	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	European Union	EM19-7023	17113291	8/16/2017	17113291	6/4/2018	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Israel	IL19-7021	278224	9/17/2015	278224	10/2/2017	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers	India	IN19-7020	3040272	8/25/2015	3040272	9/1/2019	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Performance Fibers, LLC	Colombia	CO19-7019	15207773	9/3/2015	559011	3/10/2017	Registered/Granted
RAYONIER	Rayonier	Brazil	BR19-7018	912879882	6/14/2017	912879882	11/6/2018	Registered/Granted



ADVANCED MATERIALS	Advanced Materials Inc							
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Brazil	BR19-7017	912879858	6/14/2017	912879858	11/6/2018	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Mexico	MX19-7016	1707737	1/28/2016	1639096	5/13/2016	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Mexico	MX19-7015	1707736	1/28/2016	1650511	7/1/2016	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Japan	JP19-7014	2015-065339	7/9/2015	5986026	10/6/2017	Registered/Granted
RAYONIER ADVANCED MATERIALS	Rayonier Advanced Materials Inc	Peru	PE19-7022	000689004-2016	12/28/2016	T00019659	1/9/2018	Registered/Granted
Renewable to Remarkable	Rayonier Advanced Materials Inc.	Canada	CA19-0082	1951335	3/13/2019	-	-	Pending
RYAM	Rayonier Advanced Materials Inc.	Canada	CA19-7026	1859703	9/27/2017	TMA1066495	12/16/2019	Registered/Granted
RYAM	Rayonier Advanced Materials Inc.	United States	TM18-6775	87/621,194	9/25/2017	5,950,637	12/31/2019	Registered/Granted
TEMBEC & Design	Rayonier Performance Fibers	Turkey	TK19-7029	2016/24557	3/18/2016	2016/24557	10/9/2019	Registered/Granted
ULTRANIER	Rayonier Performance Fibers, LLC	United States	TM18-6808	72/104,549	9/15/1960	715608	5/23/1961	Registered/Granted

Trademark Licenses:

1. Intellectual Property Agreement, dated as of June 27, 2014, by and between Rayonier Inc. and Rayonier Advanced Materials, whereby, among other things, Rayonier Inc. granted an exclusive license to use and display certain licensed trademarks to Rayonier Advanced Materials Inc.