

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Zep IP Holding LLC	07/15/2010
<b>RECEIVING PARTY DATA</b>	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Application Number:	12054063
Patent Number:	6594948
Patent Number:	D386554
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-37400
NAME OF SUBMITTER:	Dusan Clark
Total Attachments: 4 source=(PATENT) ZEP IP HOLDING#page1.tif	

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 15, 2010 by and from ZEP IP HOLDING LLC, a Georgia limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Zep Inc. (the "Company"), Acuity Specialty Products, Inc. ("ASP", and together with the Company and the Subsidiary Borrowers party to the Credit Agreement (defined below) from time to time, the "Borrowers"), the Lenders and the Grantee have entered into a Credit Agreement dated as of July 15, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of July 15, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Grantor and certain Subsidiaries of the Company have entered into a Pledge and Security Agreement dated as of July 15, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and

deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents, together with (2) all proceeds of the Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

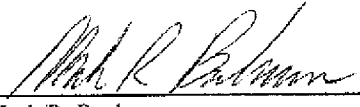
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

ZEP IP HOLDING LLC

By: 

Name: Mark R. Bachmann

Title: Executive Vice President and Chief Financial Officer

Signature Pages to Confirmatory Grant of Security Interest In United States Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS  
Exhibit A - SCHEDULE OF PATENTS

Application No.	Filing Date	Patent No.	Issue Date	Title
12/054063	03/24/2008			Optically-Enhanced Tire Preparation
10/078094	02/15/2002	6594948	07/22/2003	Bait Station
29/049459	01/29/1996	D386554	11/18/1997	Mouse Trap