

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Amrep IP Holdings, LLC	03/22/2011
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 23	
Property Type	Number
Application Number:	11910095
Application Number:	11916924
Application Number:	12051036
Patent Number:	7584907
Patent Number:	7032256
Patent Number:	6739479
Patent Number:	6347414
Patent Number:	6267297
Patent Number:	6247189
Patent Number:	6039212
Patent Number:	6009567
Patent Number:	5915948
Patent Number:	5772074
Patent Number:	5575992
Patent Number:	5489047

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PATENT
REEL: 026004 FRAME: 0644

CH \$920.00 11910095

Patent Number:	5383580
Patent Number:	5370829
Patent Number:	5230867
Patent Number:	D600132
Patent Number:	D598770
Patent Number:	D454190
Patent Number:	D436398
Patent Number:	D373627

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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ATTORNEY DOCKET NUMBER:	36084-37400
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 5

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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 March 22, 2011 by and from AMREP IP HOLDINGS, LLC, a Delaware limited liability company ("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, "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 (as defined below) from time to time, the "Borrowers"), the Lenders and 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, Grantor and certain other Subsidiaries of the Company have 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 Borrowers, Grantor and certain other 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, 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 Grantee for the benefit of the Secured Parties. The rights and remedies of 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), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or

acquired by Grantor, together with (2) all proceeds of such 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 such 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.

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

AMREP IP HOLDINGS, LLC

By: Philip A. Theodore
Name: Philip A. Theodore
Title: Vice President and General Counsel

Confirmatory Grant of Security Interest In United States Patents

PATENT
REEL: 026004 FRAME: 0648

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

TITLE:	PATENT NO./ PUBLICATION NO./ SERIAL NO.	DATE ISSUED/ DATE FILED
PRECISION RELEASE VAPORIZATION DEVICE	20100001104 11910095	1/7/2010 9/22/2009
HANDLE ASSEMBLY FOR A TOILET WITH A ROTATING SENSOR ASSEMBLY	20080196151 11916924	8/21/2008 12/7/2007
DRAIN FOAM COMPOSITION AND METHOD OF USING THE SAME	20090239289 12051036	9/24/2009 3/19/2008
PRECISION RELEASE AEROSOL DEVICE	7584907 11092108	9/8/2009 3/29/2005
TANK TOILET WITH AUTOFLUSHER	7032256 10685826	4/25/2006 10/14/2003
DISPENSING SYSTEM	6739479 10118747	5/25/2004 4/9/2002
INTELLIGENT DEMAND-BASED DISPENSING SYSTEM	6347414 09775405	2/19/2002 2/1/2001
PROGRAMMABLE DISPENSER	6267297 09415840	7/31/2001 10/12/1999
INLINE SANITARY CONDITIONING SYSTEM	6247189 09477524	6/19/2001 1/4/2000
AEROSOL DISPENSER	6039212 09027445	3/21/2000 2/20/1998
INLINE SANITARY CONDITIONING SYSTEM	6009567 09167067	1/4/2000 10/6/1998
INSECT ATTRACTANT DEVICE	5915948 08864469	6/29/1999 5/28/1997
DEVICE AND METHOD FOR INDICATING THE DISPENSING OF A PREDETERMINED AMOUNT OF A MATERIAL	5772074 08414538	6/30/1998 3/31/1995
EXTENDED RELEASE HOT AND COLD GEL FRAGRANCE CARTRIDGES AND METHOD OF MAKING THE SAME	5575992 08489806	11/19/1996 6/13/1995
AEROSOL SPRAY CAN ADAPTOR	5489047 08350676	2/6/1996 12/7/1994
AEROSOL SPRAY CAN ADAPTOR	5383580 08045023	1/24/1995 4/5/1993
APPARATUS FOR INDUCING AIR FLOW PAST A CARTRIDGE CONTAINING A VAPORIZABLE SUBSTANCE	5370829 08138123	12/6/1994 10/15/1993
EXTENDED RELEASE FRAGRANCE DISPENSING CARTRIDGE	5230867 07681236	07/27/1993 4/5/1991
DISPENSER FOR DISPENSING FRAGRANCES	D600132 29288035	9/15/2009 5/25/2007
DISPENSER FOR DISPENSING FRAGRANCES	D598770 29271356	8/25/2009 1/17/2007

TITLE:	PATENT NO./ PUBLICATION NO./ SERIAL NO.	DATE ISSUED/ DATE FILED
DISPENSER FOR DISPENSING FRAGRANCES AND REPELLENTS	D454190 29144758	3/5/2002 7/9/2001
SPRAY DISPENSER CASE	D436398 29112236	1/16/2001 10/12/1999
SPRAY DISPENSER CASE	D373627 29036943	09/10/1996 03/31/1995