

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3417701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AMREP, INC.	06/26/2015
AMREP IP HOLDINGS, LLC	06/26/2015
ZEP IP HOLDING LLC	06/26/2015

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 46

Property Type	Number
Application Number:	29099588
Application Number:	29256234
Application Number:	12246837
Application Number:	61954059
Application Number:	14286101
Application Number:	14660064
Application Number:	29521140
Application Number:	08414538
Application Number:	08489806
Application Number:	08864469
Application Number:	09027445
Application Number:	09167067
Application Number:	09415840
Application Number:	09477524
Application Number:	10118747
Application Number:	11092108
Application Number:	29112236
Application Number:	29144758

PATENT

Property Type	Number
Application Number:	29271356
Application Number:	29288035
Application Number:	61845009
Application Number:	14327815
Application Number:	11216957
Application Number:	10078094
Application Number:	11906526
Application Number:	09295035
Application Number:	09461861
Application Number:	09602756
Application Number:	09999173
Application Number:	09999168
Application Number:	10389521
Application Number:	11075365
Application Number:	09795653
Application Number:	08805736
Application Number:	10099535
Application Number:	09829424
Application Number:	10087203
Application Number:	10379399
Application Number:	11188334
Application Number:	10255993
Application Number:	12431500
Application Number:	12431477
Application Number:	29266736
Application Number:	12359809
Application Number:	11287796
Application Number:	12966569

CORRESPONDENCE DATA

Fax Number: (212)303-7064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS LLP

Address Line 1: 75 EAST 55TH STREET

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	93058.00003
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NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	06/29/2015
Total Attachments: 8 source=NJ Jefferies Zep Patent Security Agreement (Executed)#page1.tif source=NJ Jefferies Zep Patent Security Agreement (Executed)#page2.tif source=NJ Jefferies Zep Patent Security Agreement (Executed)#page3.tif source=NJ Jefferies Zep Patent Security Agreement (Executed)#page4.tif source=NJ Jefferies Zep Patent Security Agreement (Executed)#page5.tif source=NJ Jefferies Zep Patent Security Agreement (Executed)#page6.tif source=NJ Jefferies Zep Patent Security Agreement (Executed)#page7.tif source=NJ Jefferies Zep Patent Security Agreement (Executed)#page8.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by each entity identified as a grantor on the signature pages hereto (a “**Grantor**”) in favor of Jefferies Finance LLC as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to a Security Agreement dated as of June 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); provided, that the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which such Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,
- (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

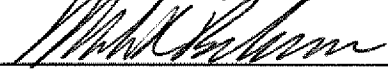
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

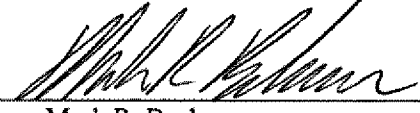
AMREP, INC.

By 
Name: Mark R. Bachmann
Title: Executive Vice President and Chief Financial Officer

AMREP IP HOLDINGS, LLC

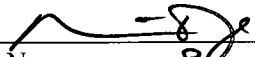
By 
Name: Mark R. Bachmann
Title: Executive Vice President and Chief Financial Officer

ZEP IP HOLDING LLC

By 
Name: Mark R. Bachmann
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Patent Security Agreement]

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: Brin Blay
Title: Managing Director

[Signature Page to Patent Security Agreement]

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REEL: 036030 FRAME: 0874

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Owner	Application No.	Patent No.	Issue Date	Title
Amrep, Inc.	29/099588	D471970	18-Mar-2003	Aerosol Dispensing Cabinet
Amrep, Inc.	29/256234	D533931	19-Dec-2006	Aerosol Dispensing Cabinet
Amrep, Inc.	12/246837	8191739	5-Jun-2012	Mixed Gas Method For Filling Aerosol Containers And Aerosol Formulas For Improved Environmental Profile By VOC/HFC Reduction
Amrep, Inc.	61/954059			Multi-purpose Lubricant with Low VOC Content
Amrep, Inc.	14/286101			Low-VOC Cleaner
Amrep, Inc.	14/660064			Multi-purpose Lubricant with Low VOC Content
Amrep, Inc.	29/521140			Aerosol Dispenser
Amrep IP Holdings, LLC	08/414538	5772074	30-Jun-1998	Device/Method for Indicating the Dispensing of a Predetermined Amount of a Material
Amrep IP Holdings, LLC	08/489806	5575992	19-Nov-1996	Extended Release Hot and Cold Gel Fragrance Cartridges and Method of Making the Same
Amrep IP Holdings, LLC	08/864469	5915948	29-Jun-1999	Insect Attractant Device
Amrep IP Holdings, LLC	09/027445	6039212	21-Mar-2000	Aerosol Dispenser
Amrep IP Holdings, LLC	09/167067	6009567	4-Jan-2000	Inline Sanitary Conditioning System
Amrep IP Holdings, LLC	09/415840	6267297	31-Jul-2001	Programmable Dispenser
Amrep IP Holdings, LLC	09/477524	6247189	19-Jun-2001	Inline Sanitary Conditioning System
Amrep IP Holdings, LLC	10/118747	6739479	25-May-2004	Dispensing System

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Owner	Application No.	Patent No.	Issue Date	Title
Amrep IP Holdings, LLC	11/092108	7584907	8-Sep-2009	Precision Release Aerosol Device
Amrep IP Holdings, LLC	29/112236	D436398	16-Jan-2001	Spray Dispenser Case
Amrep IP Holdings, LLC	29/144758	D454190	5-Mar-2002	Dispenser for Dispensing Fragrances and Repellents
Amrep IP Holdings, LLC	29/271356	D598770	25-Aug-2009	Dispenser for Dispensing Fragrances
Amrep IP Holdings, LLC	29/288035	D600132	15-Sep-2009	Dispenser for Dispensing Fragrances
Zep IP Holding LLC	61/845,009			Aluminum Safe Surface Presoak Cleaner and Process
Zep IP Holding LLC				AMR/Lubricant
Zep IP Holding LLC	14/327,815			Aluminum-Safe Surface Presoak Cleaner & Process
Zep IP Holding LLC	11/216,957	8,449,663	28-May-2013	Wax Compositoin, Method for Manufacturing, and Method for Waxing
Zep IP Holding LLC	10/078094	6594948	22-Jul-2003	Bait Station
Zep IP Holding LLC	11/906,526	8527372	03-Sep-2013	Monitoring and controlling processes at a vehicle wash facility
Zep IP Holding LLC	09/295035	6350725	26-Feb-2002	Composition And Method For Road-Film Removal
Zep IP Holding LLC	09/461861	6339054	15-Jan-2002	Composition And Method For Road-Film Removal
Zep IP Holding LLC	09/602756	6551974	22-Apr-2003	Polish Compositions For Gloss Enhancement, And Method

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Owner	Application No.	Patent No.	Issue Date	Title
Zep IP Holding LLC	09/999173	6602350	05-Aug-2003	Composition And Method For Road-Film Removal
Zep IP Holding LLC	09/999168	6864220	08-Mar-2005	Composition And Method For Road-Film Removal
Zep IP Holding LLC	10/389521	7223722	29-May-2007	Polish Compositions For Gloss Enhancement, And Method
Zep IP Holding LLC	11/075365	7482315	27-Jan-2009	Composition And Method For Road-Film Removal
Zep IP Holding LLC	09/795653	6715692	06-Apr-2004	Dispensing Methods And Apparatus For Automobile Finish Products
Zep IP Holding LLC	08/805736	5932023	03-Aug-1999	Method Of Washing A Vehicle Using A Two-Part Washing Composition
Zep IP Holding LLC	10/099535	6686325	03-Feb-2004	Alkaline Sensitive Metal Cleaning Composition, Method For Cleaning An Alkaline Sensitive Metal Surface, And Washing Facility
Zep IP Holding LLC	09/829424	6726779	27-Apr-2004	Method For Washing A Vehicle
Zep IP Holding LLC	10/087203	6660335	09-Dec-2003	Method For Applying A Tire Dressing Fluid To A Tire Surface
Zep IP Holding LLC	10/379399	6939405	06-Sep-2005	Apparatus And Method For Applying A Tire Dressing Fluid To A Tire Surface
Zep IP Holding LLC	11/188334	7285169	23-Oct-2007	Apparatus And Method For Applying A Tire Dressing Fluid To A Tire Surface
Zep IP Holding LLC	10/255993	6861154	01-Mar-2005	Coating Wear Indicator
Zep IP Holding LLC	12/431500	8379925	19-Feb-2013	Determination Of Tire Parameters For Configurable Application Of A Tire Dressing
Zep IP Holding LLC	12/431477	8383207	26-Feb-2013	Configurable Application Of A Tire Dressing

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Owner	Application No.	Patent No.	Issue Date	Title
Zep IP Holding LLC	29/266736	D565271	25-Mar-2008	On Line Tire Dressing Application Pad
Zep IP Holding LLC	12/359809	7951245	31-May-2011	Composition And Method For Road-Film Removal
Zep IP Holding LLC	11/287796	7875584	25-Jan-2011	Detergent Resistant Car Polish
Zep IP Holding LLC	12/966569	8513179	20-Aug-2013	Detergent Resistant Car Polish

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