

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4557281

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
AMREP, INC.	08/11/2017
AMREP IP HOLDINGS, INC.	08/11/2017
ZEP IP HOLDING LLC	08/11/2017
NEW WAVE INDUSTRIES LTD.	08/11/2017
PURWATER H2O LAUNDRY-CARE RECOVERY SYSTEMS, LLC	08/11/2017
ALEX C. FERGUSSON, LLC	08/11/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT UNDER THE FIRST LIEN CREDIT AGREEMENT
<b>Street Address:</b>	4900 TIEDEMAN ROAD
<b>Internal Address:</b>	MC: OH-01-49-0362
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44144

**PROPERTY NUMBERS Total: 29**

Property Type	Number
Patent Number:	D471970
Patent Number:	D533931
Patent Number:	5915948
Patent Number:	6039212
Patent Number:	6009567
Patent Number:	6267297
Patent Number:	6247189
Patent Number:	D598770
Patent Number:	D600132
Patent Number:	6594948
Patent Number:	8527372
Patent Number:	6350725
Patent Number:	6339054
Patent Number:	6551974

**PATENT**

Property Type	Number
Patent Number:	6602350
Patent Number:	7223722
Patent Number:	6686325
Patent Number:	6660335
Patent Number:	7285169
Patent Number:	D565271
Patent Number:	7951245
Patent Number:	7875584
Patent Number:	8513179
Patent Number:	9422181
Patent Number:	9707599
Application Number:	61954059
Application Number:	29521140
Application Number:	61845009
Application Number:	14676421

**CORRESPONDENCE DATA**

**Fax Number:** (800)494-7512

*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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** STEWART WALSH

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F172120 PAT KEY 1L
<b>NAME OF SUBMITTER:</b>	JONATHAN LARSON
<b>SIGNATURE:</b>	/Jonathan Larson/
<b>DATE SIGNED:</b>	08/18/2017

**Total Attachments: 8**

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## FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of August 11, 2017 (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 KeyBank National Association 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 First Lien Security Agreement dated as of August 11, 2017 (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.

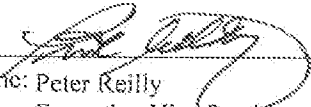
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMREP, INC.

By:   
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

NEW WAVE INDUSTRIES LTD.


By:   
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

AMREP IP HOLDINGS, LLC

By:   
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

PURWATER H2O LAUNDRY-CARE  
RECOVERY SYSTEMS, LLC,

by Zep Vehicle Care Inc., its sole member

By:   
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

ZEP IP HOLDING LLC

By:   
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

ALEX C. FERGUSSON, LLC

By: \_\_\_\_\_  
Name: Michael Hinkle  
Title: President and Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

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: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

AMREP IP HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

ZEP IP HOLDING LLC

By: \_\_\_\_\_  
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

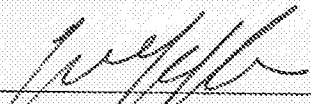
NEW WAVE INDUSTRIES LTD.

By: \_\_\_\_\_  
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

PURWATER H2O LAUNDRY-CARE  
RECOVERY SYSTEMS, LLC,  
by Zep Vehicle Care Inc., its sole member

By: \_\_\_\_\_  
Name: Peter Reilly  
Title: Executive Vice President and  
Chief Financial Officer

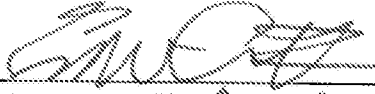


ALEX C. FERGUSSON, LLC

By:  \_\_\_\_\_  
Name: Michael Hinkle  
Title: President and Chief Executive Officer

{Signature Page to First Lien Patent Security Agreement}

PATENT  
REEL: 043601 FRAME: 0520

**KEYBANK NATIONAL ASSOCIATION, as  
Administrative Agent**

By:   
Name:   
Title: 

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENTS AND PATENT APPLICATIONS**

<b>Owner</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
Amrep, Inc.	29/099588	D471970	3/18/20013	Aerosol Dispensing Cabinet
Amrep, Inc.	29/256234	D533931	12/19/2006	Aerosol Dispensing Cabinet
Amrep, Inc.	61/954059			Multi-purpose Lubricant with Low VOC Content
Amrep, Inc.	29/521140			Aerosol Dispenser
Amrep IP Holdings, LLC	08/864469	5915948	6/29/1999	Insect Attractant Device
Amrep IP Holdings, LLC	09/027445	6039212	3/21/2000	Aerosol Dispenser
Amrep IP Holdings, LLC	09/167067	6009567	1/4/2000	Inline Sanitary Conditioning System
Amrep IP Holdings, LLC	09/415840	6267297	4/31/2001	Programmable Dispenser
Amrep IP Holdings, LLC	09/477524	6247189	6/19/2001	Inline Sanitary Conditioning System
Amrep IP Holdings, LLC	29/271356	D598770	8/25/2009	Dispenser for Dispensing Fragrances
Amrep IP Holdings, LLC	29/288035	D600132	9/15/2009	Dispenser for Dispensing Fragrances

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**PATENT**  
**REEL: 043601 FRAME: 0522**



Owner	Application No.	Patent No.	Issue Date	Title
Zep IP Holding LLC	61/845,009			Aluminum Safe Surface Presoak Cleaner and Process
Zep IP Holding LLC	10/078094	6594948	7/22/2003	Bait Station
Zep IP Holding LLC	11/906,526	8527372	9/3/2013	Extended Release Hot and Cold Gel Fragrance Cartridges and Method of Making the Same
Zep IP Holding LLC	09/295035	6350725	2/26/2002	Composition And Method For Road-Film Removal
Zep IP Holding LLC	09/461861	6339054	1/15/2002	Composition And Method For Road-Film Removal
Zep IP Holding LLC	09/602756	6551974	4/22/2003	Polish Compositions For Gloss Enhancement, And Method
Zep IP Holding LLC	09/999173	6602350	8/5/2003	Extended Release Hot and Cold Gel Fragrance Cartridges and Method of Making the Same Composition And Method For Road-Film Removal
Zep IP Holding LLC	10/389521	7223722	5/29/2007	Polish Compositions For Gloss Enhancement, And Method
Zep IP Holding LLC	10/099535	6686325	2/3/2004	Alkaline Sensitive Metal Cleaning Composition, Method For Cleaning An Alkaline Sensitive Metal Surface, And Washing Facility
Zep IP Holding LLC	10/087203	6660335	12/9/2003	Method For Applying A Tire Dressing Fluid To A Tire Surface
Zep IP Holding LLC	11/188334	7285169	10/23/2007	Apparatus And Method For Applying A Tire Dressing Fluid To A Tire Surface
Zep IP Holding LLC	29/266736	D565271	3/25/2008	On Line Tire Dressing Application Pad
Zep IP Holding LLC	12/359809	7951245	5/31/2011	Composition And Method For Road-Film Removal
Zep IP	11/287796	7875584	1/25/2011	Detergent Resistant Car Polish

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Owner	Application No.	Patent No.	Issue Date	Title
Holding LLC				
Zep IP Holding LLC	12/966569	8513179	8/20/2013	Detergent Resistant Car Polish
New Wave Industries Ltd.	14/092738	9422181	8/23/16	Vehicle Wash Water Reclaim System
PurWater H2O Laundry Care Recovery Systems, LLC	14/676421	N/A	N/A	PurWater H2O Laundry-Care Recovery System
Alex C. Fergusson, LLC	14/194,102	9707599	7/18/2017	Apparatus and method for automatic pallet jack cleaning and sanitizing

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