

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6989730

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ZEP IP HOLDING LLC	10/26/2021
RECEIVING PARTY DATA		
Name:	ZEP VEHICLE CARE, INC.	
Street Address:	2930 WATERS ROAD	
Internal Address:	SUITE 230	
City:	EAGAN	
State/Country:	MINNESOTA	
Postal Code:	55121	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8513179
CORRESPONDENCE DATA		
Fax Number:		
<i>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.</i>		
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ATTORNEY DOCKET NUMBER:	2778-8	
NAME OF SUBMITTER:	JASON GREENBERG	
SIGNATURE:	/Jason Greenberg/	
DATE SIGNED:	10/26/2021	
Total Attachments: 4		
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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") effective as of October 26, 2021 (the "Effective Date"), is entered into by and between Zep IP Holding LLC, a Georgia limited liability company ("Assignor"), and Zep Vehicle Care, Inc., a Georgia corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of September 25, 2021, by and between National Carwash Solutions, Inc., Acuity Speciality Products, Inc. and Assignee (the "Purchase Agreement"), Assignor agreed to assign to Assignee, and Assignee agreed to acquire from Assignor, all of the Intellectual Property owned by a member of the Seller Group and exclusively used in the Business (other than any Assure Marks and Zep Marks), including the patent identified in Schedule A (the "Patent").

NOW THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignment, Conveyance and Acceptance. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all of Assignor's worldwide right, title, and interest in and to the Patent, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, along with (i) any and all patents or patent applications that claim priority to the Patent, continuations, divisions, continuations-in-part, revisions, renewals, extensions, reissues and reexaminations of the Patent, and any patents resulting from any of the foregoing, (ii) the right to file patent applications in respect of all inventions discussed in the Patent anywhere in the world; (iii) all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Patent, (iv) all causes and rights of action pertaining to the Patent, whether for damages or injunctive relief, including the right to sue, counterclaim and recover for past, present, and future infringement, violation or other unauthorized use thereof, (v) the right to secure registration of the Patent and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Patent, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of the Patent.

2. Recordation. The Parties agree that Assignee shall, at its sole cost and expense, promptly file and record this Assignment with the United States Patent and Trademark Office and, if necessary, any corresponding foreign offices worldwide to record Assignee as the assignee and owner of the Patent and issue the patents from any pending applications included in the Patent to Assignee upon issuance or registration.

3. Further Assurances. Upon reasonable request by Assignee, Assignor will execute additional documents and take other actions as may be necessary or desirable to record, perfect or memorialize the assignment of the Patent set forth herein and to vest and perfect in Assignee the same right, title and interest in and to the Patent that Assignor may have.

4. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. A signature delivered by electronic mail in portable document format (.pdf) or by DocuSign shall be deemed to be an original signature for all purposes under this Assignment.

5. Successors; Amendment. The terms of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. Neither this Assignment nor any of the terms hereof may be amended, restated, supplemented or modified orally, but only by an instrument in writing signed by the parties hereto; provided that the observance of any provision of this Assignment may be waived in writing by the party that will lose the benefit of such provision as a result of such waiver.

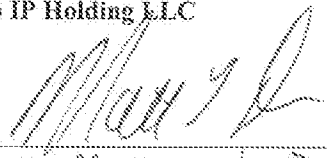
6. Choice of Law. This Assignment and any disputes arising from or relating to this Assignment (whether in contract, tort or otherwise) shall in all respects be governed by, and construed in accordance with, the

substantive and procedural Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance, including with respect to statutes of limitations.

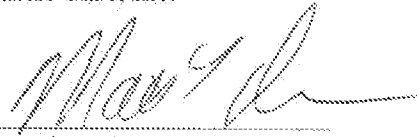
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IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed and delivered in its name and on its behalf, all as of the day and year first written above.¹

ASSIGNOR
Zep IP Holding LLC

By: 
Name: Matthew L. Duncan
Title: EVP & CAO

ASSIGNEE
Zep Vehicle Care, Inc.

By: 
Name: Matthew L. Duncan
Title: EVP & CAO

[Signature page to Patent Assignment]

SCHEDULE A
to
ASSIGNMENT OF PATENTS

Patent	Patent #	Issue Date
DETERGENT RESISTANT CAR POLISH	8,513,179	August 20, 2013