

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amrep, Inc.		07/15/2010	CORPORATION: DELAWARE
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		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1865133	ALL ORGANIC	
Registration Number:	3731347	ALTRASAN	
Registration Number:	2282434	AMREP	
Registration Number:	3713060	ASPIRE	
Registration Number:	2106440	BIODET	
Registration Number:	1672321	FX-216	
Registration Number:	1259702	GOODBYE GRAFFITI	
Registration Number:	2511059	I-CHEM	
Registration Number:	2525817	I-CHEM	
Registration Number:	1275653	MISTY	
Registration Number:	3706596	MISTY ASPIRE	
Registration Number:	1774007	NEXT DIMENSION	
Registration Number:	2207592	OPTIMAX	
Serial Number:	77506384	ORIGINAL BIKE SPIRITS	

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TRADEMARK
 REEL: 004244 FRAME: 0298

Registration Number:	1252603	PCP
Registration Number:	1597950	PETRO CHEMICAL
Registration Number:	1209401	SHOWROOM
Registration Number:	1235578	SHOWROOM
Registration Number:	2215741	SUPER PURPLE
Registration Number:	2955123	SUPERFILM
Registration Number:	2061716	TECHSPEC
Registration Number:	3380195	XA-17

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	36084-37400
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/19/2010

Total Attachments: 4

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

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (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 AMREP, INC., a Delaware corporation (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 trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks 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 Trademarks 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 Trademarks, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks 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, INC.

By: 

Name: Mark R. Bachmann

Title: Executive Vice President and Chief Financial Officer

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

TRADEMARK
REEL: 004244 FRAME: 0302

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

Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Dtd.
ALL ORGANIC and Design	Registered	74/200,091	9/3/1991	1,865,133	11/29/1994
ALTRASAN	Registered	77/751,377	6/3/2009	3,731,347	12/29/2009
AMREP	Registered	75/250,880	3/3/1997	2,282,434	10/5/1999
ASPIRE	Registered	77/550,780	8/19/2008	3,713,060	11/17/2009
BIODET	Registered	75/086,170	4/10/1996	2,106,440	10/21/1997
FX-216	Registered	74/130,871	1/16/1991	1,672,321	1/21/1992
GOODBYE GRAFFITI	Registered	73/369,833	6/15/1982	1,259,702	12/6/1983
I-CHEM	Registered	75/811,541	9/27/1999	2,511,059	11/20/2001
I-CHEM and Design	Registered	75/812,923	9/27/1999	2,525,817	1/1/2002
MISTY and Design	Registered	73/305,703	4/13/1981	1,275,653	5/1/1984
MISTY ASPIRE and Design	Registered	77/550,774	8/19/2008	3,706,596	11/3/2009
NEXT DIMENSION	Registered	74/317,082	9/25/1992	1,774,007	6/1/1993
OPTIMAX	Registered	75/253,857	3/7/1997	2,207,592	12/1/1998
ORIGINAL BIKE SPIRITS and Design	Published	77/506,384	6/24/2008		
PCP and Design	Registered	73/359,100	4/9/1982	1,252,603	10/4/1983
PETRO CHEMICAL and Design	Registered	73/790,640	4/3/1989	1,597,950	5/22/1990
SHOWROOM	Registered	73/314,245	6/11/1981	1,209,401	9/21/1982
SHOWROOM	Registered	73/332,441	10/14/1981	1,235,578	4/26/1983
SUPER PURPLE	Registered	75/228,862	1/21/1997	2,215,741	1/5/1999
SUPERFILM	Registered	78/418,858	5/14/2004	2,955,123	5/24/2005
TECHSPEC	Registered	74/452,410	10/29/1993	2,061,716	5/13/1997
XA-17	Registered	77/042,607	11/13/2006	3,380,195	2/12/2008