

## 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
Zep IP Holding LLC		12/31/2012	LIMITED LIABILITY COMPANY: GEORGIA
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: 9			
Property Type	Number	Word Mark	
Registration Number:	3001035	1-877-ECOWASH	
Registration Number:	3349366	ECOFLEET	
Registration Number:	3688478	HARD ON DIRT. EASY ON EARTH.	
Registration Number:	2323681	MIRACLE PLUS	
Registration Number:	1381989	POLY BOND	
Registration Number:	2697976	QUICK CUT	
Registration Number:	2635379	SLIMELINE	
Registration Number:	2033753	SMART SOAP	
Registration Number:	2700574	VELVET CUT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		

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Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37400
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/04/2013

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 December 31, 2012 by and from ZEP IP HOLDING LLC, a Georgia 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 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 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 Trademarks 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 Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such 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 such Trademarks or unfair competition regarding the same.

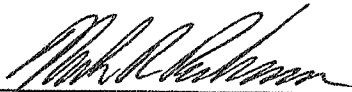
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be 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.

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

ZEP IP HOLDING LLC

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

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK  
REEL: 004936 FRAME: 0018

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<u>Trademark Name</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
1-877-ECOWASH	3001035	1/30/2004	9/27/2005
ECOFLEET	3349366	8/25/2004	12/4/2007
HARD ON DIRT. EASY ON EARTH.	3688478	10/28/2008	9/29/2009
MIRACLE PLUS	2323681	12/4/1998	2/29/2000
POLY BOND	1381989	6/26/1985	2/11/2006
QUICK CUT	2697976	6/21/2002	3/18/2003
SLIMELINE	2635379	7/6/2001	10/15/2002
SMART SOAP	2033753	2/12/1996	1/28/1997
VELVET CUT	2700574	6/21/2002	3/25/2003