

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM411376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW WAVE INDUSTRIES LTD.		01/06/2017	Corporation: CALIFORNIA
PURWATER H2O LAUNDRY CARE RECOVERY SYSTEMS, LLC		01/06/2017	Limited Liability Company: CALIFORNIA
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		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86847744	PURWATER LAUNDRY-CARE H2O RECOVERY SYSTE	
Serial Number:	86834035	PURCLEAN SPOT-FREE RINSE SYSTEMS	
Serial Number:	86835106	NEWWAVE INDUSTRIES	
Serial Number:	86835505	PURWATER WATER RECOVERY SYSTEMS	
Serial Number:	86837787	AQUALINK CONSERVATION THROUGH INNOVATION	
Serial Number:	86839180	PURCLEAN PURWATER	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	93058.00003		

CH \$165.00 86847744

NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	01/06/2017
Total Attachments: 7 source=Zep 2016 Joinder Trademark Security Agreement (Execution Version)#page1.tif source=Zep 2016 Joinder Trademark Security Agreement (Execution Version)#page2.tif source=Zep 2016 Joinder Trademark Security Agreement (Execution Version)#page3.tif source=Zep 2016 Joinder Trademark Security Agreement (Execution Version)#page4.tif source=Zep 2016 Joinder Trademark Security Agreement (Execution Version)#page5.tif source=Zep 2016 Joinder Trademark Security Agreement (Execution Version)#page6.tif source=Zep 2016 Joinder Trademark Security Agreement (Execution Version)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**New Wave Grantor**” and collectively, the “**New Wave Grantors**”) 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 New Wave Grantor is a party to that certain Security Agreement Supplement, dated as of the date hereof, amending that certain 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 other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark 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 New Wave 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 New Wave Grantor, as security for the payment and performance in full of the Secured Obligations of such New Wave Grantor (including the Secured Obligations of such New Wave 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 New Wave Grantor or in which such New Wave Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political

subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a New Wave Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(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 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 New Wave Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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

Each New Wave Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark 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 New Wave Grantor to evidence and record the release of the lien on and security interests in the Trademark 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.

[Remainder of page intentionally left blank]


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

NEW WAVE INDUSTRIES, LTD.

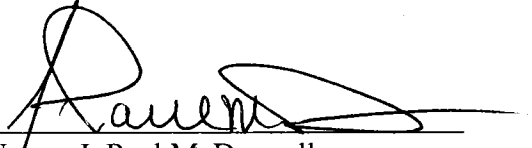
By: 
Name: Peter Reilly
Title: Executive Vice President and Chief
Financial Officer

**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

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005960 FRAME: 0392

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

The following trademark is pending for PurWater H2O Laundry-Care Recovery Systems, LLC:

1. PURWATER LAUNDRY-CARE H2O RECOVERY SYSTEM (The literal element of the mark consists of PURWATER LAUNDRY-CARE H2O RECOVERY SYSTEM. The color(s) Blue, White, Green is/are claimed as a feature of the mark. The mark consists of The letters "PUR" color codes R- 97, G- 147, B- 200, C- 63%, M- 34%, Y- 3%, and K- 0% - #-6193Cb;the word "WATER" combined with "PUR" color codes R- 0, G-103, B- 170, C- 92%, M- 60%, Y- 6%, and K- 1% - #- 0067aa; a water stream image color codes R- 24, G- 70, B- 129, C- 99%, M- 81%, Y- 22%, K- 7% - #- 184681; and R- 43, G- 116, B- 185, C- 83%, M- 51%, Y- 1%, and K- 0% - #- 2b74b9 and R- 192, G- 228, B- 252, C- 22%, M- 2%, Y- 0%, and K- 0% - #- c0e4fc; the words " LAUNDRY-CARE H2O RECOVERY SYSTEM, FONT: Novecento wide SIZE: 22.16, color code C- 86%, M- 4%, Y- 86%, K- 1% - color code #- 5cbd56.) (Serial # 86847744, filing date 12/14/15; owner - PurWater H2O Laundry-Care Solutions, LLC.)

The following trademarks are owned by or pending for New Wave Industries Ltd.:

1. PURCLEAN (the color(s) Blue, white is/are claimed as a feature of the mark. The mark consists of The word "PURCLEAN" in capital letters; font style myriad pro regular; font size 25) (Serial # 86834035, filing date – 11/30/15; owner – New Wave Industries Ltd.)
2. NEWWAVE INDUSTRIES (The literal element of the mark consists of NEWWAVE INDUSTRIES. The color(s) Blue, white is/are claimed as a feature of the mark. The mark consists of The word "NEWWAVE" in capital letters; font style myriad pro regular; font size 25; color code #0067ab; with interlocking "W"s above a line and the word "INDUSTRIES" in capital letters; with an image of a water droplet located within the letter "U".) (Serial # 86835106; Filing date – 12/1/15; Owner – New Wave Industries Ltd.)
3. PURWATER WATER RECOVERY SYSTEMS (The literal element of the mark consists of PURWATER WATER RECOVERY SYSTEMS. The color(s) blue, white is/are claimed as a feature of the mark. The mark consists of The word "PURWATER" in capital letters; font style Myriad Pro regular; font size: 25; color code : #6193Cb; with a small image of a water droplet located within the letter "U".) (Serial # 86835505; Filing date, 12/1/15; Owner – New Wave Industries Ltd.)
4. AQUALINK CONSERVATION THROUGH INNOVATION (The literal element of the mark consists of AQUALINK CONSERVATION THROUGH INNOVATION. The color(s) Blue, white is/are claimed as a feature of the mark. The mark consists of The word "AQUALINK" in capital letters; font style myriad pro regular; font size 25;

color code #2c7ee1; with a small image of a water droplet located within the letter "U"; with the words "CONSERVATION THROUGH INNOVATION"; with the image of a water stream/wave (color code #184681) behind the wording.) (Serial # 86837787; Filing date – 12/3/15; Owner – New Wave Industries Ltd.)

5. PURCLEAN PURWATER (The literal element of the mark consists of PURCLEAN PURWATER. The color(s) Blue, white is/are claimed as a feature of the mark. The mark consists of The words "PURCLEAN PURWATER" in capital letters separated by a vertical line; font style myriad pro regular; font size 25; color code #6193c8.) (Serial # 86839180, filing date 12/4/15, owner New Wave Industries Ltd.)