

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elkhart Plastics, Inc.		11/10/2020	Corporation: INDIANA
Elkhart Plastics of Iowa, Inc.		11/10/2020	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Myers Industries Indiana LLC
Street Address:	1293 South Main Street
City:	Akron
State/Country:	OHIO
Postal Code:	44301
Entity Type:	Limited Liability Company: INDIANA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2350308	CONNECT-A-DOCK
Registration Number:	3207267	CONNECT-A-PORT
Registration Number:	4371984	CONNECT-A-PORT2XL
Registration Number:	2942604	CONNECT-TO-LIFE
Registration Number:	3173989	DANDYDOCK
Registration Number:	4346157	DANDYDOCK2XL
Registration Number:	2929377	MAKE A CONNECTION TO LIFE
Registration Number:	5466364	YAKPORT
Registration Number:	2739263	THE PLASTIC PROFESSIONALS
Registration Number:	4098318	SUV CARGO CADDY
Registration Number:	5561930	TUFF CUBE
Registration Number:	5408875	TUFF STACK
Registration Number:	6191031	TUFF LINQ
Registration Number:	6172985	KONG COOLERS
Serial Number:	90139033	TUFF STACK PRO

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: paul.katterle@katterlenupp.com
Correspondent Name: Katterle Nupp LLC
Address Line 1: P.O. Box 16977
Address Line 4: Rocky River, OHIO 44116

NAME OF SUBMITTER:	Paul Katterle
SIGNATURE:	/Paul Katterle Reg. No. 36563/
DATE SIGNED:	11/20/2020

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is entered into as of November 10, 2020 (the “Effective Date”), by and between Elkhart Plastics, Inc., an Indiana corporation with an address of 3300 N. Kenmore, South Bend, IN 46628, and Elkhart Plastics of Iowa, Inc., an Indiana corporation with an address of 1501 Owner Ave, Atlantic, IA 50022 (collectively “Assignors”), and Myers Industries Indiana LLC, an Indiana limited liability company with an address of 1293 South Main Street, Akron, Ohio 44301 (“Assignee”).

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and between Assignors, Assignee and others, Assignors have sold, conveyed, assigned and transferred to Assignee, among other assets, all of Assignors’ right, title and interest in and to the Assigned Trademark Rights (as defined herein), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding Governmental Entities in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting the Purchase Agreement, Assignors hereby (on behalf of themselves and their Affiliates) absolutely, irrevocably, and unconditionally sell, convey, assign, and transfer to Assignee (on behalf of itself and its successors and permitted assigns), and Assignee hereby accepts, all of Assignors’ worldwide right, title, and interest in and to the Business Intellectual Property, free and clear of all Liens of any kind whatsoever, including without limitation, in and to the following (collectively, the “Assigned Trademark Rights”):

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, associated with, or symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys’ fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or other violation of any of the Assigned Trademarks and all claims for profits, proceeds, damages, restitution, and injunctive and all other legal and equitable

relief related thereto, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Assigned Trademark Rights as fully and entirely as the same would have been held by Assignors had this assignment not been made.

2. Recordation and Further Actions. Assignors hereby authorize and request the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding Governmental Entities in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee, to record Assignee as the assignee and owner of the Assigned Trademarks, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in and to the name of Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Execution in Counterparts. This Trademark Assignment may be executed and delivered (including, where permitted by applicable Law or Governmental Entity, via facsimile or scanned .pdf image) in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment, provided, however, that if an original signature and/or any other formalities (including, without limitation, notarization or apostille) are required by any Governmental Entity, then the parties hereto shall, at Assignee's sole cost and expense, amend, execute, and revise this Trademark Assignment in accordance therewith and in satisfaction thereof.

5. Binding Effect. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Jurisdiction; Venue. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon,

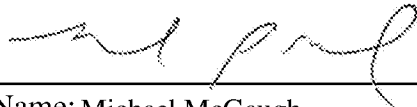
arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the United States and the State of Delaware, without regard to conflict of laws principles. The parties hereto agree that any dispute or controversy arising between the parties hereto relating to or in connection with this Agreement shall be submitted to and heard by a state or federal court located in Delaware, and all objections to personal jurisdiction and venue in any Action, suit or proceeding so commenced are hereby expressly waived by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Buyer and the Seller have executed and delivered this Trademark Assignment Agreement as of the date first written above.

BUYER:

MYERS INDUSTRIES INDIANA LLC

By: 
Name: Michael McGaugh
Title: President

SELLER:

ELKHART PLASTICS, INC.

By: _____
Name: Jack E. Welter
Title: President

ELKHART PLASTICS INTERNATIONAL, LTD.

By: _____
Name: Jack E. Welter
Title: President

ELKHART PLASTICS OF IOWA, INC.

By: _____
Name: Jack E. Welter
Title: President

**ELKHART PLASTICS OF MICHIGAN,
INC.**

By: _____
Name: Jack E. Welter
Title: President

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Title: President

ELKHART PLASTICS OF MICHIGAN, INC.

By: Jack E. Welter
Name: Jack E. Welter
Title: President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE I

ASSIGNED TRADEMARK RIGHTS

Country	Trademark	Reg. No. / (Appl. No.)	Reg. Date / (Filing Date)	Current Owner	Status
US	CONNECT-A-DOCK	2,350,308	5/16/2000	Elkhart Plastics of Iowa Inc.	Registered & Incontestable; Renewal due 5/16/2030.
US	CONNECT-A-PORT	3,207,267	2/13/2007	Elkhart Plastics of Iowa, Inc.	Registered & Incontestable; Renewal due 2/13/2027.
US	CONNECT-A-PORT2XL	4,371,984	7/23/2013	Elkhart Plastics of Iowa, Inc.	Registered & Incontestable; Renewal due 2/13/2023.
US	CONNECT-TO-LIFE	2,942,604	4/19/2005	Elkhart Plastics of Iowa Inc.	Registered & Incontestable; Renewal due 4/19/2025.
US	DANDYDOCK	3,173,989	11/21/2006	Elkhart Plastics of Iowa Inc.	Registered & Incontestable; Renewal due 11/21/2026.
US	DANDYDOCK2XL	4,346,157	6/4/2013	Elkhart Plastics of Iowa Inc.	Registered & Incontestable; Renewal due 6/4/2023.
US	MAKE A CONNECTION TO LIFE	2,929,377	3/1/2005	Elkhart Plastics of Iowa Inc.	Registered & Incontestable; Renewal due 3/1/2025.
US	YAKPORT	5,466,364	5/8/2018	Elkhart Plastics of Iowa Inc.	Registered; Renewal due 5/8/2023.
US	THE PLASTIC	2,739,263	7/15/2003	Elkhart Plastics of Iowa	Registered

Country	Trademark	Reg. No. / (Appl. No.)	Reg. Date / (Filing Date)	Current Owner	Status
	PROFESSIONALS			Inc.	(Supplemental); Renewal due 7/15/2023.
US	SUV CARGO CADDY	4,098,318	2/14/2012	Elkhart Plastics, Inc.	Registered & Incontestable; Renewal due 2/14/2022.
US	TUFF CUBE	5,561,930	9/11/2018	Elkhart Plastics, Inc.	Registered; Renewal due 9/11/2024.
US	TUFF STACK	5,408,875	2/20/2018	Elkhart Plastics, Inc.	Registered; Renewal due 2/20/2024.
US	TUFF LINQ	(88/588,998)	(8/22/2019)	Elkhart Plastics, Inc.	Pending
US	KONG COOLERS	(88/675,975)	(10/31/2019)	Elkhart Plastics, Inc.	Pending
US	TUFF STACK PRO	(90/139,033)	(8/26/2020)	Elkhart Plastics, Inc.	Pending
Canada	CONNECT-A-DOCK	TMA621900	10/6/2004	Elkhart Plastics of Iowa, Inc.	Registered; Renewal due 10/6/2029.
Canada	TUFF CUBE	TMA1015817	2/22/2019	Elkhart Plastics, Inc.	Registered; Renewal due 2/22/2034.
Canada	TUFF STACK	TMA1047991	8/8/2019	Elkhart Plastics, Inc.	Registered; Renewal due 8/8/2029.
Canada	TUFF LINQ	(1,997,897)	(11/27/2019)	Elkhart Plastics, Inc.	Pending