

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYERS INDUSTRIES, INC.		02/17/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	THE HC COMPANIES, INC.		
Street Address:	750 N. ST. PAUL STREET, SUITE 1200		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3800242		
Registration Number:	2386869	DILLEN	
Registration Number:	3790597	GROWING YOUR BUSINESS!	
Registration Number:	3696603	GROWING YOUR BUSINESS!	
Registration Number:	4365797	NATURAL ELEGANCE	
Serial Number:	86052299	CERAMASTONE RESIN POTTERY	
Serial Number:	86059507	PIZZAZZ-POP RESIN POTTERY	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214-651-5000		
Email:	jennifer.pierce@haynesboone.com		
Correspondent Name:	Marc Legrand, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	19479.84		
NAME OF SUBMITTER:	Jennifer Pierce		
SIGNATURE:	/jennifer pierce/		

OP \$190.00 3800242

DATE SIGNED:	02/20/2015
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Total Attachments: 7

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- source=19479-84-Project_Ivy-Assignment#page5.tif
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INTELLECTUAL PROPERTY ASSIGNMENT
Myers Industries

This Intellectual Property Assignment (this “*Assignment*”) is made effective as of February 17, 2015 (the “*Effective Date*”), by MYERS INDUSTRIES, INC., an Ohio corporation (“*Assignor*”) and THE HC COMPANIES, INC., a Delaware corporation f/k/a Lawn & Garden Operating Company, Inc. (“*Assignee*”).

RECITALS

A. In connection with that certain Amended and Restated Asset Purchase Agreement, dated as of February 17, 2015 (as amended from time to time, the “*Asset Purchase Agreement*”), by and among Assignor, MYE Canada Operations, Inc., a Canada corporation and Assignee, Assignor has agreed to transfer and assign to Assignee certain of the assets, rights and properties of Assignor, including all right, title and interest in and to the patents, patent applications, trademark registrations, trademark applications, and domain names listed on the attached Attachment A (“*Intellectual Property*”).

B. Assignee desires to obtain all right, title and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the Assignor’s entire worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee’s expense, Assignor and its

successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.


Section 4. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

MYERS INDUSTRIES, INC.

By: 
Name: Gregory W. Branning
Title: Senior Vice President, Chief Financial Officer, and Corporate Secretary

ASSIGNEE:

THE HC COMPANIES, INC.

By: _____
Name: Jason H. Reed
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

MYERS INDUSTRIES, INC.

By: _____
Name: Gregory W. Branning
Title: Senior Vice President, Chief Financial
Officer, and Corporate Secretary

ASSIGNEE:

THE HC COMPANIES, INC.

By: Jason H. Reed
Name: Jason H. Reed
Title: President

Attachment A*U.S. Patents*

Registration Number	Title	Country	Owner
D707,588	Hanging Basket	USA	Myers Industries, Inc.

U.S. and PCT Patent Applications

Application Number	Title	Country	Owner
29/488,536	Planter	USA	Myers Industries, Inc.
29/488,539	Planter	USA	Myers Industries, Inc.
29/488,541	Planter	USA	Myers Industries, Inc.
29/488,546	Planter	USA	Myers Industries, Inc.
29/488,549	Planter	USA	Myers Industries, Inc.
29/488,552	Planter	USA	Myers Industries, Inc.
29/488,554	Planter	USA	Myers Industries, Inc.
14/269,475	Hybrid Injection Molding System	USA	Myers Industries, Inc.
29/497,074	Planter (1)	USA	Myers Industries, Inc.
29/497,085	Planter (2)	USA	Myers Industries, Inc.
29/497,088	Planter (3)	USA	Myers Industries, Inc.


U.S. Trademarks

Registration Number	Trademark	Country	Owner
3800242		USA	Myers Industries, Inc.
2386869	DILLEN	USA	Myers Industries, Inc.
3790597	GROWING YOUR BUSINESS!	USA	Myers Industries, Inc.
3696603		USA	Myers Industries, Inc.
4365797	NATURAL ELEGANCE	USA	Myers Industries, Inc.

U.S. Trademark Applications

Application Number	Trademark	Country	Owner
86052299	CERAMASTONE RESIN POTTERY	USA	Myers Industries, Inc.
86059507	PIZZAZZ-POP RESIN POTTERY	USA	Myers Industries, Inc.

Canadian Trademarks

Registration Number	Trademark	Country	Owner
TMA793996	GROWING YOUR BUSINESS!	Canada	Myers Industries, Inc.
TMA793943		Canada	Myers Industries, Inc.
TMA868136	NATURAL ELEGANCE	Canada	Myers Industries, Inc.

Domain Names

Hortcontainerscompany.com
Hortculturecontainerscompany.com
Horticulturecomany.com
Horticulturecontainercompanies.com
Horticulturecontainercompany.com
Horticulturecontainers.com
Horticulturecontainerscompany.com
Thehccompanies.com
Thehccompaniesinc.com
Thehccompany.com
Thehorticulturecontainercompany.com
Dillen.co
Itml.co
Procal.co
Dillen-itml.com
Hc-companies.com
Horticulturalcontainers.com
ITml-dillen.com
Procalnursery.com
Thehcco.com
Dillen.com
Listoproducts.com
Picturepot.com
Picturepots.com
Planterspride.com
Plastic-flowerpots.com

Pottery-gardening.com
Procalcontainers.com
Procalpots.com
Dekkaresins.com
Dekkaresins.biz
Dekkaresins.info
Kord.ca
Kordmoldedpulp.com
Planterspride.ca
Saveourpeatbogs.net
Kordproducts.com
Myerslgg.com*
Myerslawnandgarden.com*

* The use of the “Myers” name will remain subject to the Myers Trademark License Agreement. At the end of the License Term (as defined in the Myers Trademark License Agreement), Assignee will cease use of the Myers name by decommissioning these web pages.

*Attachment to Intellectual Property Assignment
(Myers Industries, Inc.)*