

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI48960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERI-KART CORP.		02/08/2024	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6464764	HEALTHY STAND	
<b>Registration Number:</b>	4688616	BOSS-KART	
<b>Registration Number:</b>	4829718	AMERI-CAN	
<b>Registration Number:</b>	4224638	AK AMERI-KART	
<b>Registration Number:</b>	4224639	AK	
<b>Registration Number:</b>	4204860	AMERI-KART	
<b>Registration Number:</b>	4147828	ENVIRO-FILL	
<b>Registration Number:</b>	4132543	ENVIRO-FILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	c/o Latham & Watkins LLP		
<b>Address Line 2:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0559		

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<b>NAME OF SUBMITTER:</b>	Heather Poitras
<b>SIGNATURE:</b>	Heather Poitras
<b>DATE SIGNED:</b>	02/23/2024
<b>Total Attachments: 5</b> source=Ameri-Kart Corp - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page1.tif source=Ameri-Kart Corp - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page2.tif source=Ameri-Kart Corp - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page3.tif source=Ameri-Kart Corp - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page4.tif source=Ameri-Kart Corp - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page5.tif	

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

THIS SUPPLEMENTAL 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 February 8, 2024, by and from AMERI-KART CORP., a Kansas corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION for itself and as Administrative Agent for the Secured Parties (as defined in the Loan Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Myers Industries, Inc., an Ohio corporation (the "Company"), certain of the Company's Subsidiaries, the Lenders party thereto from time to time and the Grantee have entered into that certain Seventh Amended and Restated Loan Agreement, dated as of September 29, 2022 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, the Grantor, the Company and certain other Subsidiaries of the Company have entered into that certain Pledge and Security Agreement, dated as of February 8, 2024 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks, which Trademarks are pending or registered with the United States Patent and Trademark Office.

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 used and not otherwise defined herein shall have the respective meaning given to them in the Loan Agreement or the Security Agreement, as applicable.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all Trademarks (including those listed on Exhibit A).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed 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 and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

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

AMERI-KART CORP.,  
as Grantor

By: 

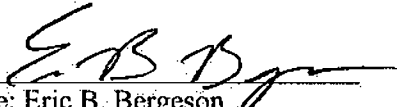
Name: Grant E. Fitz

Title: Chief Financial Officer

Signature Page for  
Supplemental Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 008353 FRAME: 0335**




JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Eric B. Bergeson  
Title: Authorized Officer

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

<u>Record Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Class(es)</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Ameri-Kart Corp.	HEALTHY STAND	Registered	20	88950414	06/05/2020	6464764	08/24/2021
Ameri-Kart Corp.	BOSS-KART	Registered	21	86334285	07/11/2014	4688616	02/17/2015
Ameri-Kart Corp.	AMERI-CAN	Registered	20	86171993	01/22/2014	4829718	10/13/2015
Ameri-Kart Corp.	AK AMERI-KART 	Registered	12, 20, 21, 40	85501726	12/22/2011	4224638	10/16/2012
Ameri-Kart Corp.	AK 	Registered	12, 20, 21, 40	85501727	12/22/2011	4224639	10/16/2012
Ameri-Kart Corp.	AMERI-KART	Registered	12, 20, 21, 40	85456582	10/26/2011	4204860	09/11/2012
Ameri-Kart Corp.	ENVIRO-FILL (stylized) 	Registered	12	85337949	06/03/2011	4147828	05/22/2012
Ameri-Kart Corp.	ENVIRO-FILL	Registered	12	85089284	07/21/2010	4132543	04/24/2012