

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI48970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUCKHORN INC.		02/08/2024	Corporation: OHIO
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88355212	CENTERFLOW EZ CHG	
Serial Number:	88351678	THE GREEN STANDARD	
Serial Number:	88213369	CENTERFLOW BY BUCKHORN	
Serial Number:	88208849	CENTERFLOW SEEDSCAPE	
Serial Number:	88208871	CENTERFLOW EXTNDR	
Serial Number:	88207810	CENTERFLOW XL	
Serial Number:	86502997	INTREPID	
Serial Number:	86503010	CENTERFLOW	
Serial Number:	77278972	CALIBER	
Serial Number:	77259400	BUCKHORN	
Serial Number:	77259425		
Serial Number:	78190528	CITADEL	
Serial Number:	78190530	SECURETOTE	
Serial Number:	73446419	BUCKHORN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$365.00.00 88355212

Phone: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: c/o Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0559

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: Heather Poitras

DATE SIGNED: 02/23/2024

Total Attachments: 6

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**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 BUCKHORN INC., an Ohio 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.

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

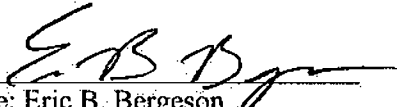
BUCKHORN INC.,
as Grantor

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: 0345

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>
Buckhorn Inc.	CENTERFLOW EZ CHG	Registered	20	88355212	03/25/2019	6054532	05/12/2020
Buckhorn Inc.	THE GREEN STANDARD (stylized) THE GREEN Standard	Registered	20	88351678	03/22/2019	6103122	07/14/2020
Buckhorn Inc.	CENTERFLOW BY BUCKHORN CenterFlow BY BUCKHORN	Registered	20	88213369	12/01/2018	5979316	02/04/2020
Buckhorn Inc.	CENTERFLOW SEEDSCAPE	Registered	21	88208849	11/28/2018	6025033	03/31/2020
Buckhorn Inc.	CENTERFLOW EXTNDR	Registered	21	88208871	11/28/2018	5979302	02/04/2020
Buckhorn Inc.	CENTERFLOW XL	Registered	20	88207810	11/27/2018	5979298	02/04/2020
Buckhorn Inc.	INTREPID	Registered	20	86502997	01/14/2015	4917376	03/15/2016
Buckhorn Inc.	CENTERFLOW	Registered	20	86503010	01/14/2015	4849604	11/10/2015
Buckhorn Inc.	CALIBER	Registered	20	77278972	09/13/2007	3606845	04/14/2009
Buckhorn Inc.	BUCKHORN BUCKHORN	Registered	20	77259400	08/20/2007	3728957	12/22/2009
Buckhorn Inc.	Design Only	Registered	20	77259425	08/20/2007	3728958	12/22/2009

<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>
							
Buckhorn Inc.	CITADEL	Registered	20	78190528	12/03/2002	2921525	01/25/2005
Buckhorn Inc.	SECURETOTE	Registered	20	78190530	12/03/2002	2857850	06/29/2004
Buckhorn Inc.	BUCKHORN	Registered	6, 7, 12, 20, 21	73446419	10/03/1983	1330520	04/16/1985