

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI48980

<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>
ELKHART PLASTICS LLC		02/08/2024	Limited Liability Company: INDIANA
<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: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88675975	KONG COOLERS	
<b>Serial Number:</b>	88588998	TUFF LINQ	
<b>Serial Number:</b>	87570756	YAKPORT	
<b>Serial Number:</b>	87363370	TUFF STACK	
<b>Serial Number:</b>	87363418	TUFF CUBE	
<b>Serial Number:</b>	85796649	CONNECT-A-PORT2XL	
<b>Serial Number:</b>	76659085	CONNECT-A-PORT	
<b>Serial Number:</b>	78784507	DANDYDOCK	
<b>Serial Number:</b>	76504547	MAKE A CONNECTION TO LIFE	
<b>Serial Number:</b>	76477580	CONNECT-TO-LIFE	
<b>Serial Number:</b>	76374195	THE PLASTIC PROFESSIONALS	
<b>Serial Number:</b>	75777910	CONNECT-A-DOCK	
<b>Serial Number:</b>	90139033	TUFF STACK PRO	
<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		

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**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 ELKHART PLASTICS LLC, an Indiana limited liability company (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.

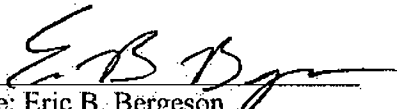
ELKHART PLASTICS LLC,  
as Grantor

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: 0360**

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>
Elkhart Plastics LLC	KONG COOLERS	Registered	21	88675975	10/31/2019	6172985	10/13/2020
Elkhart Plastics LLC	TUFF LINQ	Registered	11	88588998	08/22/2019	6191031	11/03/2020
Elkhart Plastics LLC	YAKPORT	Registered	19	87570756	08/16/2017	5466364	05/08/2018
Elkhart Plastics LLC	TUFF STACK	Registered	20	87363370	03/08/2017	5408875	02/20/2018
Elkhart Plastics LLC	TUFF CUBE	Registered	20	87363418	03/08/2017	5561930	09/11/2018
Elkhart Plastics LLC	CONNECT-A-PORT2XL	Registered	19	85796649	12/06/2012	4371984	07/23/2013
Elkhart Plastics LLC	CONNECT-A-PORT	Registered	19	76659085	04/26/2006	3207267	02/13/2007
Elkhart Plastics LLC	DANDYDOCK	Registered	19	78784507	01/04/2006	3173989	11/21/2006
Elkhart Plastics LLC	MAKE A CONNECTION TO LIFE	Registered	19	76504547	04/07/2003	2929377	03/01/2005
Elkhart Plastics LLC	CONNECT-TO-LIFE	Registered	19	76477580	12/23/2002	2942604	04/19/2005
Elkhart Plastics LLC	THE PLASTICS PROFESSIONALS	Registered	40	76374195	02/25/2002	2739263	07/15/2003

<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>
Elkhart Plastics LLC	CONNECT-A-DOCK	Registered	17	75777910	08/17/1999	2350308	05/16/2000
Elkhart Plastics LLC	TUFF STACK PRO	Registered	20	90139033	08/26/2020	6775640	06/28/2022