

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI49010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PATCH RUBBER COMPANY		02/08/2024	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
Internal Address:	330 North Wabash Avenue, Suite 2800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	98013138	ADVANCE TRAFFIC MARKINGS	
Serial Number:	97407618	MAXVISION	
Serial Number:	85635682	VULCATEK	
Serial Number:	85564869	PATCH RUBBER COMPANY	
Serial Number:	85484512	DO IT RIGHT!	
Serial Number:	85484513	DO IT RIGHT!	
Serial Number:	85346216	RESTORE	
Serial Number:	77636889	ATM	
Serial Number:	77583150	PATCH RUBBER COMPANY	
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>			
Phone:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins LLP		

CH \$240.00.00 98013138

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: 5

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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 PATCH RUBBER COMPANY, a North Carolina 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.

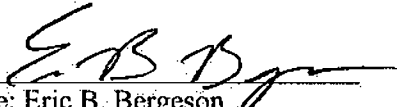
PATCH RUBBER COMPANY,
as Grantor

By: 

Name: Grant E. Fitz

Title: Chief Financial Officer


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>
Patch Rubber Company	ADVANCE TRAFFIC MARKINGS	Filed	17	98013138	05/25/2023		
Patch Rubber Company	MAXVISION	Registered	17	97407618	05/12/2022	7124943	08/01/2023
Patch Rubber Company	VULCATEK	Registered	1, 3, 12	85635682	05/25/2012	4390525	08/27/2013
Patch Rubber Company	PATCH RUBBER COMPANY (stylized) 	Registered	1, 3, 4, 12, 16	85564869	03/09/2012	4256703	12/11/2012
Patch Rubber Company	DO IT RIGHT!	Registered	16, 41	85484512	12/01/2011	4182621	07/31/2012
Patch Rubber Company	DO IT RIGHT! (stylized) 	Registered	16, 41	85484513	12/01/2011	4182622	07/31/2012
Patch Rubber Company	RESTORE	Registered	2	85346216	06/14/2011	4827249	10/06/2015
Patch Rubber Company	ATM	Registered	17	77636889	12/19/2008	3738888	01/19/2010
Patch Rubber Company	PATCH RUBBER COMPANY	Registered	1, 3, 4, 12, 16	77583150	10/01/2008	3906155	01/18/2011