

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI49016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCEPTER US HOLDING COMPANY		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: 18			
Property Type	Number	Word Mark	
Serial Number:	90862977		
Serial Number:	87698165	SMARTCONTROL	
Serial Number:	87983705		
Serial Number:	87982782	SCEPTER	
Serial Number:	87982781	SCEPTER	
Serial Number:	87982595		
Serial Number:	87982783	SCEPTER	
Serial Number:	87983648	SCEPTER	
Serial Number:	87983643	SCEPTER	
Serial Number:	87673457		
Serial Number:	87673476	SCEPTER	
Serial Number:	87673479	SCEPTER	
Serial Number:	87673469	SCEPTER	
Serial Number:	77199033		
Serial Number:	76275467	FLO 'N GO	
Serial Number:	75631679	SCEPTER	
Serial Number:	73763219	SCEPTER	
Serial Number:	73763218	SCEPTER	

CH \$465.00.00 90862977

CORRESPONDENCE DATA**Fax Number:**

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.

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: 7

source=Scepter US Holding Company - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page1.tif
source=Scepter US Holding Company - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page2.tif
source=Scepter US Holding Company - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page3.tif
source=Scepter US Holding Company - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page4.tif
source=Scepter US Holding Company - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page5.tif
source=Scepter US Holding Company - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page6.tif
source=Scepter US Holding Company - Supplemental Confirmatory Grant of Security Interest in US Trademarks (2024)#page7.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 SCEPTER US HOLDING COMPANY, 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.

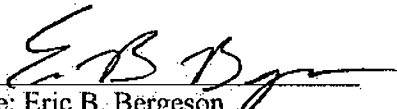
SCEPTER US HOLDING COMPANY,
as Grantor

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: 0391





JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

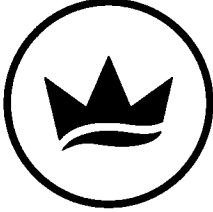





By: 
Name: Eric B. Bergeson
Title: Authorized Officer

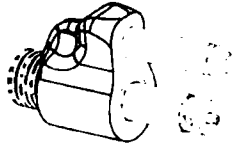

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

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>
Scepter US Holding Company	Design only 	Registered	20	90862977	08/03/2021	6803881	07/26/2022
Scepter US Holding Company	SMARTCONTROL	Registered	20	87698165	11/27/2017	5687174	02/26/2019
Scepter US Holding Company	Design only 	Registered	7	87983705	11/06/2017	6322606	04/13/2021
Scepter US Holding Company	SCEPTER (stylized) 	Registered	20	87982782	11/06/2017	6037769	04/21/2020
Scepter US Holding Company	SCEPTER (stylized) 	Registered	20	87982781	11/06/2017	6037768	04/21/2020
Scepter US Holding Company	Design only	Registered	20	87982595	11/06/2017	6048301	05/05/2020

<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>
							
Scepter US Holding Company	SCEPTER (stylized)  SCEPTER	Registered	20	87982783	11/06/2017	6037770	04/21/2020
Scepter US Holding Company	SCEPTER (stylized)  SCEPTER	Registered	7	87983648	11/06/2017	6289830	03/09/2021
Scepter US Holding Company	SCEPTER (stylized) SCEPTER	Registered	7	87983643	11/06/2017	6289827	03/09/2021
Scepter US Holding Company	Design only 	Registered	12, 20, 21, 22	87673457	11/06/2017	6666989	03/08/2022
Scepter US Holding Company	SCEPTER (stylized)  SCEPTER	Registered	12, 20, 21, 22	87673476	11/06/2017	6666991	03/08/2022
Scepter US Holding Company	SCEPTER (stylized)  SCEPTER	Registered	7	87673479	11/06/2017	6666992	03/08/2022
Scepter US Holding	SCEPTER (stylized)	Registered	12, 20, 21, 22	87673469	11/06/2017	6666990	03/08/2022

<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>
Company	SCEPTER						
Scepter US Holding Company	Design Only 	Registered	9	77199033	06/06/2007	3455940	06/24/2008
Scepter US Holding Company	FLO 'N GO	Registered	8	76275467	06/22/2001	2824365	03/23/2004
Scepter US Holding Company	SCEPTER	Registered	9, 11	75631679	01/27/1999	2474873	08/07/2001
Scepter US Holding Company	SCEPTER (stylized) 	Registered	17	73763219	11/14/1988	1708176	08/18/1992
Scepter US Holding Company	SCEPTER	Registered	12, 20, 21	73763218	11/14/1988	1694226	06/16/1992