

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT2862262

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Execution Date</b>	
	DOUG PETTIGREW	03/28/2014	
	MIKE MCIVOR	03/28/2014	
	MARGOT BEESLEY	03/31/2014	
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MYERS INDUSTRIES, INC.		
<b>Street Address:</b>	1293 MAIN STREET		
<b>City:</b>	AKRON		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44301		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	
	<b>Application Number:</b>	29488554	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)363-4588		
<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>	2163634500		
<b>Email:</b>	patent@beneschlaw.com		
<b>Correspondent Name:</b>	BENESCH FRIEDLANDER COPLAN & ARONOFF LLP		
<b>Address Line 1:</b>	200 PUBLIC SQUARE		
<b>Address Line 2:</b>	SUITE 2300		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	36288-25		
<b>NAME OF SUBMITTER:</b>	AMANDA M. MILLER		
<b>SIGNATURE:</b>	/Amanda M. Miller/		
<b>DATE SIGNED:</b>	05/20/2014		
<b>Total Attachments: 3</b>			
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**PATENT**

**ASSIGNMENT**

**THIS ASSIGNMENT**, is made by:

**Doug Pettigrew** residing at 2046 Old Hwy, 24, Wilsonville, Ontario N0E 1Z0, Canada;  
and **Mike McIvor** residing at 116 Harriett Street, Brantford, Ontario N3S 1JF, Canada, and  
**Margot Beesley** residing at 4390 Ira Rd., Akron, Ohio 44333 (the "Assignors");

**WHEREAS**, the Assignors have invented certain new and useful improvements known as **PLANTER**, set forth in United States Design Patent Application No. 29/488,554 filed April 21, 2014.

**WHEREAS**, as used here, the "Invention" means: (a) the Application; (b) any and all inventions which are disclosed and claimed in the Application; (c) any and all inventions which are disclosed but not claimed in the Application; (d) any all improvements, developments, and modifications to the invention deriving from the Application; (e) any and all non-provisional patent applications, continuations, continuations-in-part, requests for continued examination, and all other applications which claim priority to the Application, including but not limited to any and all applications filed pursuant to 37 C.F.R. 1.53; and (f) any and all provisional applications, continuations, requests for continued examination, and all other applications, including but not limited to those applications filed under 37 C.F.R. 1.53, to which the Application claims priority;

**WHEREAS**, **Myers Industries, Inc.**, an Ohio limited liability company, having offices at 1293 South Main Street, Akron, Ohio 44301, its successors and assigns (the "Assignee"), desires to acquire the entire right, title and interest in the Invention, and in any United States Patents obtained therefore and thereon;

**WHEREAS**, the Assignors hereby represent and warrant to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution of this Assignment, except for any rights, titles and/or interests that have arisen to the Assignee under law or that have already been transferred to the Assignee, the Assignors are the sole and lawful owner of the entire right, title and interest in the Invention and the Application, and that the same are unencumbered and that the Assignors have good and full right and lawful authority to convey the same as expressed in this Assignment;

**WHEREAS**, the Assignors acknowledge an obligation to assign the Invention to the Assignee at the time that the Invention was made;

**NOW**, for good and valuable consideration received from the Assignee, receipt and sufficiency of which is hereby acknowledged, the Assignors assign and transfer to the Assignee, the Assignor's entire right, title and interest in the Invention, and all United States Patents which may be granted on the Invention, and all reissues, reexaminations and extensions on the Invention, and all priority rights under all available International Agreements, Treaties and Conventions in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) filed for the Invention in any foreign countries, and all patents granted for the Invention in any foreign countries, and all reissues, reexaminations and extensions on the Invention in any foreign

country; the Assignors assign and transfer to the Assignee the right to file applications on the Invention in the United States and all foreign countries, and the Assignors authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents, to issue all patents for the Invention to the Assignee in accordance with the terms of this Assignment;

**AND**, for the same consideration, the Assignors covenant that when requested, without charge to, but at the expense of, the Assignee, to carry out in good faith the intent and purpose of this Assignment; the Assignors will disclose all facts known to the Assignors relating to the Invention and its history; the Assignors will testify in all legal proceedings, and do everything possible which the Assignee may consider desirable for aiding in securing, maintaining and enforcing proper patent and intellectual property protection for the Invention, including but not limited to executing all rightful oaths, assignments, powers of attorney and other papers, as necessary, and the Assignors irrevocably appoint the Assignee as the Assignor's attorney in fact with power to execute on the Assignor's behalf any and all documents necessary to carry out the terms of this Assignment. The Assignors covenant with the Assignee that the Assignors have made no other assignment, grant, mortgage, license or other agreement affecting the rights and property conveyed here, and that the Assignors have full right to convey their entire right, title and interest as expressed in this Assignment;

**AND**, the Assignors grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP**  
and all practitioners associated with Customer Number 21130

This Assignment has been executed this 28<sup>th</sup> day of March, 2014.

Signature: \_\_\_\_\_

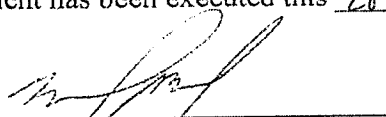
Name: \_\_\_\_\_

  
**Doug PETTIGREW**

This Assignment has been executed this 28 day of March, 2014.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

  
**Mike MCIVOR**

This Assignment has been executed this \_\_\_\_\_ day of March, 2014.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Margot BEESLEY**

country; the Assignors assign and transfer to the Assignee the right to file applications on the Invention in the United States and all foreign countries, and the Assignors authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents, to issue all patents for the Invention to the Assignee in accordance with the terms of this Assignment;

AND, for the same consideration, the Assignors covenant that when requested, without charge to, but at the expense of, the Assignee, to carry out in good faith the intent and purpose of this Assignment; the Assignors will disclose all facts known to the Assignors relating to the Invention and its history; the Assignors will testify in all legal proceedings, and do everything possible which the Assignee may consider desirable for aiding in securing, maintaining and enforcing proper patent and intellectual property protection for the Invention, including but not limited to executing all rightful oaths, assignments, powers of attorney and other papers, as necessary, and the Assignors irrevocably appoint the Assignee as the Assignor's attorney in fact with power to execute on the Assignor's behalf any and all documents necessary to carry out the terms of this Assignment. The Assignors covenant with the Assignee that the Assignors have made no other assignment, grant, mortgage, license or other agreement affecting the rights and property conveyed here, and that the Assignors have full right to convey their entire right, title and interest as expressed in this Assignment;

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**BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP**  
and all practitioners associated with Customer Number 21130

This Assignment has been executed this \_\_\_\_ day of March, 2014.

Signature: \_\_\_\_\_  
Name: **Doug PETTIGREW**

This Assignment has been executed this \_\_\_\_ day of March, 2014.

Signature: \_\_\_\_\_  
Name: **Mike MCIVOR**

This Assignment has been executed this 31 day of March, 2014.

Signature:   
Name: **Margot BEESLEY**