

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

Assignment ID: PATI48785

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BUCKHORN INC.	02/08/2024
<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>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7543539
Patent Number:	8579302
Patent Number:	9371179
Patent Number:	9296514
Patent Number:	10053262
Patent Number:	10167660
Patent Number:	10207862
Patent Number:	11008159
Patent Number:	10954020
Patent Number:	10497291
Application Number:	18186566
<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>	(312)993-2652
<b>Email:</b>	heather.poitras@lw.com
<b>Correspondent Name:</b>	Heather Poitras
<b>Address Line 1:</b>	c/o Latham & Watkins LLP
<b>Address Line 2:</b>	330 North Wabash Avenue, Suite 2800

<b>Address Line 4:</b> Chicago, ILLINOIS 60611	
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0559
<b>NAME OF SUBMITTER:</b>	Heather Poitras
<b>SIGNATURE:</b>	Heather Poitras
<b>DATE SIGNED:</b>	02/23/2024
<b>Total Attachments: 5</b> source=Buckhorn Inc. - Supplemental Confirmatory Grant of Security Interest in US Patents (2024)#page1.tif source=Buckhorn Inc. - Supplemental Confirmatory Grant of Security Interest in US Patents (2024)#page2.tif source=Buckhorn Inc. - Supplemental Confirmatory Grant of Security Interest in US Patents (2024)#page3.tif source=Buckhorn Inc. - Supplemental Confirmatory Grant of Security Interest in US Patents (2024)#page4.tif source=Buckhorn Inc. - Supplemental Confirmatory Grant of Security Interest in US Patents (2024)#page5.tif	

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (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 Patents, which Patents are issued by or pending 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 Patents 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 Patents 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 Patents (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.

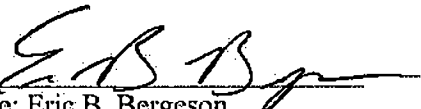
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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

BUCKHORN INC.,  
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 PATENTS

Exhibit A

Patents and Patent Applications

<u>Record Owner</u>	<u>Title</u>	<u>Status</u>	<u>Patent No.</u>	<u>Filing/Issued Date</u>
Buckhorn Inc.	Pallet having divided areas supporting separately removable portions of a pallet load	Patented	7543539	06/09/2009
Buckhorn Inc.	Versatile material handling system	Patented	8579302	11/12/2013
Buckhorn Inc.	Collapsible nestable container	Patented	9371179	06/21/2016
Buckhorn Inc.	Collapsible container having foldable side and end panels	Patented	9296514	03/29/2016
Buckhorn Inc.	Collapsible nestable container	Patented	10053262	08/21/2018
Buckhorn Inc.	Multi-axis hinges and containers including the same	Patented	10167660	01/01/2019
Buckhorn Inc.	Flowable material container with an opening having improved flow characteristics	Patented	10207862	02/19/2019
Buckhorn Inc.	Extension collar for a flowable material dispensing box	Patented	11008159	05/18/2021
Buckhorn Inc.	Method for attaching an adhesive label to a plastic object	Patented	10954020	03/23/2021
Buckhorn Inc.	Frame for a grain bin placard	Patented	10497291	12/03/2019
Buckhorn Inc.	QUICK CHANGE SIGN HOLDER AND METHOD FOR SECURING A SIGN TO A CONTAINER	Filed	Application No: 18/186,566	3/20/2023