

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM793634

<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>
RoboTire, Inc.		03/10/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Reinalt-Thomas Corporation		
<b>Doing Business As:</b>	Discount Tire		
<b>Street Address:</b>	20225 North Scottsdale Road		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88634606	ROBOTIRE	
<b>Serial Number:</b>	97261706	RT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6027985595		
<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>	6027985400		
<b>Email:</b>	McConnellK@ballardspahr.com		
<b>Correspondent Name:</b>	Karen C. McConnell of Ballard Spahr LLP		
<b>Address Line 1:</b>	1 E Washington Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2555		
<b>NAME OF SUBMITTER:</b>	Karen C. McConnell		
<b>SIGNATURE:</b>	/Karen C. McConnell/		
<b>DATE SIGNED:</b>	03/10/2023		
<b>Total Attachments: 8</b>			
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source=Exhibit_A_Security_Agreement_RoboTire_Discount_Tire_2023#page2.tif			
source=Exhibit_A_Security_Agreement_RoboTire_Discount_Tire_2023#page3.tif			

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source=Exhibit\_A\_Security\_Agreement\_RoboTire\_Discount\_Tire\_2023#page8.tif

## EXHIBIT A

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), is dated as of March 10, 2023, by RoboTire, Inc., a Delaware corporation (the "Company"), in favor of The Reinalt-Thomas Corporation dba Discount Tire ("Secured Party").

#### Recitals:

A. Secured Party made a loan to the Company (the "Loan"), as evidenced by that certain Secured Promissory Note by the Company in favor of Secured Party, dated as of the date hereof (the "Note").

B. One of the conditions to Secured Party's obligations to make the Loan is the Company' grant to Secured Party of a security interest in the Intellectual Property Collateral to secure the Company' obligations to Secured Party.

C. To induce Secured Party to provide the Loan pursuant to the terms of the Note, the Company has agreed to execute and deliver to Secured Party this Agreement for filing with the relevant domestic and foreign governmental authorities such as the U.S. Patent and Trademark Office, and with any other relevant recording systems in any domestic or foreign jurisdictions.

#### Agreements:

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Note, the Company and Secured Party, intending to be legally bound, hereby agrees as follows:

1. To secure its obligations under the Note, the Company grants and pledges to Secured Party a security interest in all of the Company's right, title and interest in, to and under its intellectual property, whether now existing or hereafter acquired or arising (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to the Company now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Company connected with and symbolized by such trademarks, including without limitation those set forth on Schedule C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for such use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. This security interest is granted in conjunction with the security interest granted to Secured Party under the Note. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement or the Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Address:  
41100 Plymouth Road, Suite 370  
Plymouth, MI 48170  
Attention: Victor Darolfi  
Email: [victor@robotire.com](mailto:victor@robotire.com)

**THE COMPANY:**

RoboTire, Inc.,  
a Delaware corporation

By:   
Name: Victor Darolfi  
Title: Chief Executive Officer

Address:  
20225 North Scottsdale Road  
Scottsdale, AZ 85255-6456  
Attention: Christian Roe  
Email: [croe@discounttire.com](mailto:croe@discounttire.com)

**SECURED PARTY:**

The Reinalt-Thomas Corporation dba  
Discount Tire

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Address:  
41100 Plymouth Road, Suite 370  
Plymouth, MI 48170  
Attention: Victor Darolfi  
Email: victor@robotire.com

**THE COMPANY:**

RoboTire, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Victor Darolfi  
Title: Chief Executive Officer

Address:  
20225 North Scottsdale Road  
Scottsdale, AZ 85255-6456  
Attention: Robert Zupsic  
Email: robert.zupsic@discounttire.com

**SECURED PARTY:**

The Reinalt-Thomas Corporation dba  
Discount Tire

By: Robert Zupsic  
Name: Robert Zupsic  
Title: Assistant Treasurer

*[Signature Page to Intellectual Property Security Agreement]*

SCHEDULE A

Copyrights

[None].

**SCHEDULE B**

**Patents**


<b>COUNTRY</b>	<b>APP NUMBER</b>	<b>DATE FILED</b>	<b>STATUS</b>	<b>ISSUE DATE</b>	<b>PATENT NUMBER</b>	<b>TITLE</b>
US	16386512	04/17/19	Issued	4/13/2021	10,974,546	Automated Removal and Replacement of Vehicle Wheel and Tires
US	16872666	05/12/20	Issued	9/15/2020	10,773,550	Automated Removal and Replacement of Vehicle Wheel and Tires
US	16999060	08/20/20	Issued	7/13/2021	11,059,325	Automated Removal and Replacement of Vehicle Wheel and Tires
US	17192976	03/05/21	Issued	12/21/2021	11,203,228	LUG NUT HOLDER AND METHOD OF USE
US	17190620	03/03/21	Issued	9/20/2022	11,446,958	Automated Removal and Replacement of Vehicle Wheel and Tires
US	17526649	11/15/21	Issued	11/15/2022	11,498,358	LUG NUT HOLDER AND METHOD OF USE
US	17359389	06/25/21	Allowed			AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES
US	17066025	10/08/20	Pending			Automated Removal and Replacement of Vehicle Wheels and Tires
US	17886680	08/12/22	Pending			Automated Removal and Replacement of Vehicle Wheels and Tires
US	17887393	08/12/22	Pending			Automated Removal and Replacement of Vehicle Wheels and Tires
US	17902852	09/04/22	Pending			Automated Removal and Replacement of Vehicle Wheel and Tires
US	17975917	10/28/22	Pending			ROBOTIC APPARATUS INTERACTION WITH VEHICLE BASED ON VEHICLE DIMENSION TRANSLATION
US	17975910	10/28/22	Pending			Lug Nut Center Determination
<b>FOREIGN APPLICATIONS</b>						
EP	208761973	10/13/20	Pending			AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES
EP	EP197885528	04/18/19	Pending			Automated Removal and Replacement of Vehicle Wheel and Tires
CA	3157942	10/13/20	Pending			AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES



CA	3084556	04/18/19	Pending			Automated Removal and Replacement of Vehicle Wheel and Tires
<b>PCT APPLICATIONS</b>						
WO	PCTUS205544 1	10/13/20	Pending			Automated Removal and Replacement of Vehicle Wheels and Tires
WO	PCTUS214380 0	07/29/21	Pending			LOW RISE VEHICLE LIFT AND METHOD OF OPERATION
WO	PCTUS212098 9	03/05/21	Pending			LUG NUT HOLDER AND METHOD OF USE
WO	PCTUS202204 7710	10/25/22	Pending			KICK LIFT
WO	PCTUS202204 8165	10/28/22	Pending			ROBOTIC APPARATUS INTERACTION WITH VEHICLE BASED ON VEHICLE DIMENSION TRANSLATION
WO	PCTUS202204 8166	10/28/22	Pending			Lug Nut Center Determination
WO	PCTUS192803 3	04/18/19	Pending			Automated Removal and Replacement of Vehicle Wheel and Tires
<b>PROVISIONAL APPLICATIONS</b>						
US	62916198	10/16/19	Expired			Automated Removal and Replacement of Vehicle Wheels and Tires
US	62989807	03/15/20	Expired			LUG NUT HOLDER AND METHOD OF USE
US	63271706	10/25/21	Expired			Vehicle Kick-Lift
US	63273145	10/28/21	Expired			LOCATING A CENTER POINT OF A LUG NUT FOR AN AUTOMATED VEHICLE WHEEL REMOVAL SYSTEM
US	63273143	10/28/21	Expired			ROBOTIC APPARATUS INTERACTION WITH VEHICLE BASED ON VEHICLE DIMENSION TRANSLATION
US	63058434	07/29/20	Expired			AUTOMATIC VISION BASED LOW RISE VEHICLE LIFT

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ROBOTIRE	USPTO 88634606	Filed 9/27/19
ROBOTIRE	USPTO 97261706	Filed 2/10/22
		
ROBOTIRE	UK App. No. 00003497289	Filed 5/6/20