

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862953

<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.		12/21/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE REINALT-THOMAS CORPORATION		
<b>Doing Business As:</b>	DBA DISCOUNT TIRE		
<b>Street Address:</b>	20225 NORTH SCOTTSDALE ROAD		
<b>City:</b>	SCOTTSDALE		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255-6456		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88634606	ROBOTIRE	
<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>	6027985488		
<b>Email:</b>	bowmana@ballardspahr.com		
<b>Correspondent Name:</b>	Annhara Bowman		
<b>Address Line 1:</b>	1 E Washington Street, Suite 2300		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2555		
<b>NAME OF SUBMITTER:</b>	ANNHARA BOWMAN		
<b>SIGNATURE:</b>	/ANNHARA BOWMAN/		
<b>DATE SIGNED:</b>	12/21/2023		
<b>Total Attachments: 8</b>			
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement"), is dated as of December 21, 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 second lien 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. This security interest will be subordinate in all respects to the first lien continuing security interests granted by the Company to The Reinalt-Thomas Corporation dba Discount Tire pursuant to the Intellectual Property Security Agreement dated as of March 10, 2023 (such lien, the “First Lien”), and shall be senior in all respects to all other obligations of the Company. 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, subject in each case to the First Lien. 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.

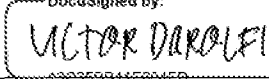
[Signatures appear on the following page.]

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

**THE COMPANY:**

RoboTire, Inc.,  
a Delaware corporation

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

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

**SECURED PARTY:**

The Reinalt-Thomas Corporation dba  
Discount Tire

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Christian Roe  
Title: Chief Revenue Officer

*[Signature Page to Intellectual Property Security Agreement]*

SCHEDULE A

Copyrights

[None].

## SCHEDULE B

### Patents

COUNTRY	FILE NUMBER	APPLICATION NUMBER	DATE FILED	TITLE	STATUS	PATENT NUMBER	ISSUE DATE
US	5229-066118	18380477	10/16/2023	Automated Removal and Replacement of Vehicle Wheels and Tires	Pending		
US	5229-077019	18228444	7/31/2023	Automated Removal and Replacement of Vehicle Wheels and Tires	Pending		
US	5229-095575	18141577	5/1/2023	Automated Removal and Replacement of Vehicle Wheels and Tires	Pending		
US	5229-064836	18124845	3/22/2023	ROBOTIC SYSTEM FOR PERFORMING VEHICLE WHEEL MAINTENANCE	Pending		
US	5229-003955	18117522	3/6/2023	Automated Removal and Replacement of Vehicle Wheels and Tires	Pending		
US	5229-072581	18108207	2/10/2023	Automated Alignment Determination System	Allowed		
US	5229-075049	18086152	12/21/2022	Automated Removal and Replacement of Vehicle Wheel and Tires	Allowed		
WO	5229-035749	PCTUS2022048165	10/28/2022	ROBOTIC APPARATUS INTERACTION WITH VEHICLE BASED ON VEHICLE DIMENSION TRANSLATION	Pending		
WO	5229-043685	PCTUS2022048166	10/28/2022	Lug Nut Center Determination	Pending		
US	5229-072828	17975917	10/28/2022	ROBOTIC APPARATUS INTERACTION WITH VEHICLE BASED ON VEHICLE DIMENSION TRANSLATION	Pending		
US	5229-083102	17975910	10/28/2022	Lug Nut Center Determination	Allowed		
WO	5229-079446	PCTUS2022047710	10/25/2022	KICK LIFT	Pending		
US	5229-036754	17902852	9/4/2022	Automated Removal and Replacement of Vehicle Wheel and Tires	Issued	11667153	6/6/2023
US	5229-002939	17886680	8/12/2022	Automated Removal and Replacement of Vehicle Wheels and Tires	Issued	11639075	5/2/2023
US	5229-098023	17887393	8/12/2022	Automated Removal and Replacement of Vehicle Wheels and Tires	Issued	11787234	10/17/2023

US	5229-041053	17526649	11/15/2021	LUG NUT HOLDER AND METHOD OF USE	Issued	11498358	11/15/2022
US	5229-052465	63273145	10/28/2021	LOCATING A CENTER POINT OF A LUG NUT FOR AN AUTOMATED VEHICLE WHEEL REMOVAL SYSTEM	Pending		
US	5229-069512	63273143	10/28/2021	ROBOTIC APPARATUS INTERACTION WITH VEHICLE BASED ON VEHICLE DIMENSION TRANSLATION	Pending		
US	5229-026666	63271706	10/25/2021	Vehicle Kick-Lift	Pending		
EP	5229-020536	218498103	7/29/2021	AUTOMATIC VISION BASED LOW RISE VEHICLE LIFT	Pending		
CA	5229-032466	3186687	7/29/2021	AUTOMATIC VISION BASED LOW RISE VEHICLE LIFT	Pending		
WO	5229-066789	PCTUS2143800	7/29/2021	LOW RISE VEHICLE LIFT AND METHOD OF OPERATION	Pending		
US	5229-015444	17359389	6/25/2021	AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES	Issued	11597233	3/7/2023
WO	5229-093040	PCTUS2120989	3/5/2021	LUG NUT HOLDER AND METHOD OF USE	Pending		
US	5229-014501	17192976	3/5/2021	LUG NUT HOLDER AND METHOD OF USE	Issued	11203228	12/21/2021
US	5229-051340	17190620	3/3/2021	Automated Removal and Replacement of Vehicle Wheel and Tires	Issued	11446958	9/20/2022
WO	5229-065068	PCTUS2055441	10/13/2020	AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES	Pending		
CA	5229-055273	3157942	10/13/2020	AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES	Pending		
EP	5229-089896	208761973	10/13/2020	AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES	Pending		
US	5229-064292	17066025	10/8/2020	Automated Removal and Replacement of Vehicle Wheels and Tires	Issued	11787232	10/17/2023
US	5229-089003	16999060	8/20/2020	Automated Removal and Replacement of Vehicle Wheel and Tires	Issued	11059325	7/13/2021
US	5229-067743	63058434	7/29/2020	AUTOMATIC VISION BASED LOW RISE VEHICLE LIFT	Pending		
US	5229-020168	16872666	5/12/2020	Automated Removal and Replacement of Vehicle Wheel and Tires	Issued	10773550	9/15/2020
US	5229-069661	62989807	3/15/2020	LUG NUT HOLDER AND METHOD OF USE	Pending		



US	5229-758075	62916198	10/16/2019	Automated Removal and Replacement of Vehicle Wheels and Tires	Pending		
EP	5229-004774	197885528	4/18/2019	Automated Removal and Replacement of Vehicle Wheel and Tires	Pending		
WO	5229-409372	PCTUS1928033	4/18/2019	Automated Removal and Replacement of Vehicle Wheel and Tires	Pending		
CA	5229-040008	3084556	4/18/2019	Automated Removal and Replacement of Vehicle Wheel and Tires	Issued	3084556	8/22/2023
CA	5229-046054	3204143	4/18/2019	Automated Removal and Replacement of Vehicle Wheel and Tires	Pending		
US	5229-171568	16386512	4/17/2019	Automated Removal and Replacement of Vehicle Wheel and Tires	Issued	10974546	4/13/2021

SCHEDULE C

Trademarks

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