505438236 04/22/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5485037

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date	
EVERYDAY ROBOTICS, INC.	12/14/2018	

### **RECEIVING PARTY DATA**

Name:	ROBOTIRE, INC.	
Street Address:	45 SOUTHERN HEIGHTS AVE.	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94107	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	16386512	

#### **CORRESPONDENCE DATA**

**Fax Number:** (832)201-8247

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:** 8662012030

Email:docketing@nolteip.comCorrespondent Name:N. ALEXANDER NOLTEAddress Line 1:24610 KINGSLAND BLVD.Address Line 4:KATY, TEXAS 77494

ATTORNEY DOCKET NUMBER:	ER-001UTIL		
NAME OF SUBMITTER:	N. ALEXANDER NOLTE		
SIGNATURE:	/N. ALEXANDER NOLTE/		
DATE SIGNED:	04/22/2019		

#### **Total Attachments: 4**

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PATENT 505438236 REEL: 048953 FRAME: 0600

#### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made effective as of 12/14/2018 (the "Effective Date") between Everyday Robotics, Inc., a Delaware corporation ("Assignor"), and RoboTire, Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee the following (collectively, the "<u>Patent Rights</u>"):
- (a) all right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the patent application, patent registration and other patent rights set forth in <u>Schedule A</u> (collectively, the "<u>Assigned Patents</u>"), together with the goodwill in the Assigned Patents and the goodwill of the business in connection with which the Assigned Patents are used;
- (b) all rights to causes of action and remedies related to the Assigned Patents, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Patents;
- (c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Patents;
  - (d) all rights to prosecute and maintain the Assigned Patents; and
- (e) all other rights and interests arising out of, in connection with or in relation to the Assigned Patents.
  - 2. Assignor represents, warrants and covenants that:
- (a) Assignor has the full power and authority to make the assignments of Patent Rights to Assignee as set forth in this Assignment; and
- (b) Assignor has not assigned, granted or otherwise transferred any right, title, or interest in or to any Patent Right to any person or entity other than Assignee.
- 3. Assignor hereby authorizes and requests the respective patent office or governmental agency in each jurisdiction to record this Assignment and to issue any patents or patent registrations from any patent applications included in the Patent Rights to and in the name of Assignee.
- 4. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution)

PATENT REEL: 048953 FRAME: 0601 effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Patent Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

- 5. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.
- 6. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature page follows]

**IN WITNESS WHEREOF**, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

EVERYDAY ROBOTICS, INC.
DocuSigned by:
By: Jonathan B Downey
Name: Jonathan B Downey
Title: CEO
ROBOTIRE, INC.
DocuSigned by:
By: Victor Darolf
/F88EB/A8448439
Name: Victor Darolfi
Title: CEO

## **SCHEDULE A**

# **Patent Registrations and Applications**

	Patent	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
1.	AUTOMATED REMOVAL AND REPLACEMENT OF VEHICLE WHEELS AND TIRES	United States	62/660,798	April 20, 2018	n/a	n/a

A-1

PATENT REEL: 048953 FRAME: 0604