

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PAT1150560

<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>
Automated Tire, Inc.	03/29/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	JM Family Opportunities LLC
<b>Street Address:</b>	100 Jim Moran Blvd.
<b>City:</b>	Deerfield Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33442
<b>Company Name:</b>	JAK Innovations, LLC
<b>Street Address:</b>	c/o Simple Tire, 8 Neshaminy Interplex Drive
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Trevose
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19053-6974
<b>Company Name:</b>	DT Robotics Ventures, LLC
<b>Street Address:</b>	c/o Dealer Tire Holdings, LLC
<b>Internal Address:</b>	7012 Euclid Avenue
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44103
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11446826
<b>Patent Number:</b>	11872685
<b>Application Number:</b>	17313072
<b>Application Number:</b>	18527203
<b>Application Number:</b>	18213239
<b>Application Number:</b>	18213184
<b>PCT Number:</b>	US2326028

**CORRESPONDENCE DATA****Fax Number:** 2156562498*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:** 2156562458**Email:** pto.phil@dlapiper.com**Correspondent Name:** William L. Bartow**Address Line 1:** One Liberty Place**Address Line 2:** 1650 Market Street, Suite 5000**Address Line 4:** Philadelphia , PENNSYLVANIA 19103-7300**ATTORNEY DOCKET NUMBER:** 435306-41 T. Raspa**NAME OF SUBMITTER:** Trudi Raspa**SIGNATURE:** Trudi Raspa**DATE SIGNED:** 04/09/2024**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, this “IP Security Agreement”) dated as of March 29, 2024 is made by and among Automated Tire, Inc., a Delaware corporation (the “Grantor”) and JM Family Opportunities LLC, a Delaware limited liability company (“Collateral Agent”), JAK Innovations, LLC, a Pennsylvania limited liability company (“JAK Innovations”) and DT Robotics Ventures, LLC, a Delaware limited liability company (“DT Robotics” and together with Collateral Agent and JAK Innovations, the “Secured Parties”).

**WHEREAS**, the Grantor, Collateral Agent and Secured Parties are parties to that certain Secured Convertible Promissory Note Purchase Agreement, dated of even date herewith (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the “Purchase Agreement”), and that certain Security Agreement, dated of even date herewith (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement,” and together with the Purchase Agreement, the “Related Agreements”). Pursuant to the Related Agreements, the Grantor agreed to grant and has granted to Collateral Agent on behalf of each Secured Party, a security interest and Lien on all of the Collateral now owned or at any time hereafter assigned to, acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including certain Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and the agreements contained herein and in the Related Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Grantor hereby agrees with Collateral Agent and the Secured Parties as follows:

1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in IP Collateral. Grantor hereby pledges and collaterally assigns to the Collateral Agent on behalf of the Secured Parties, and grants to the Collateral Agent on behalf of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor now owned or at any time hereafter assigned to, acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, in each case, excluding any Excluded Assets (collectively, the “IP Collateral”):

(a) all of Grantor’s Intellectual Property, including all Copyrights, Trademarks, and Patents, including those set forth on Schedule A, attached hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Further Assurances. Grantor hereby authorizes Secured Parties to (i) record this IP Security Agreement with the USPTO, (ii) file UCC financing statements with the applicable filing office in order to memorialize the security interest of the Secured Parties in the IP Collateral, and/or (iii) otherwise record or file this IP Security Agreement in the applicable foreign or domestic governmental office or agency. Grantor hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Lien and security interest in the IP Collateral contemplated hereby.

4. Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the Liens and security interests granted to the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and/or the Secured Parties and the obligations of Grantor with respect to the Liens and security interests in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

6. Governing Law. The laws of the State of Delaware shall govern the construction of this IP Security Agreement, without giving effect to the principles of conflicts of laws thereof. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

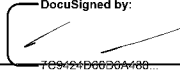
8. Severability. Each provision of this IP Security Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this IP Security Agreement is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this IP Security Agreement shall remain in full force and effect.

*[signatures begin on next page]*

IN WITNESS WHEREOF, this IP Security Agreement has been executed by the parties hereto as of the date first above written.

GRANTOR:

AUTOMATED TIRE, INC.

By:  \_\_\_\_\_  
Name: Andrew Chalofsky  
Title: President

IN WITNESS WHEREOF, this IP Security Agreement has been executed by the parties hereto as of the date first above written.

COLLATERAL AGENT:

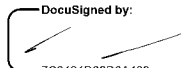
JM FAMILY OPPORTUNITIES LLC, AS  
COLLATERAL AGENT AND A SECURED PARTY

By: DocuSigned by:  
  
0506720E9F00F47C  
Name: Pearl Percy  
Title: Group Vice President

IN WITNESS WHEREOF, this IP Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

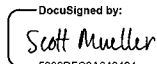
JAK INNOVATIONS, LLC

By:    
 DocuSigned by:  
ZC9424D66D6A488  
Name: Andrew Chalofsky  
Title: Partner

IN WITNESS WHEREOF, this IP Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

DT ROBOTICS VENTURES, LLC

By:   
Name: Scott Mueller  
Title: Chief Executive Officer



**SCHEDULE A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents:**

<b>Owner of Record</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Registration Date</b>	<b>Status</b>
Automated Tire, Inc.	U.S.	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	17/371,942	7/9/2021	11,446,826	9/20/2022	Issued
Automated Tire, Inc. (assignment not recorded)	U.S.	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	17/933,719	9/20/2022	11,872,685	1/16/2024	Issued
Automated Tire, Inc.	U.S.	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	17/313,072	5/6/2021	n/a	n/a	Pending
Automated Tire, Inc.	U.S.	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	18/527,203	12/1/2023	n/a	n/a	Pending
Automated Tire, Inc.	Canada	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	3117653	5/10/2021	n/a	n/a	Pending
Automated Tire Ventures, LLC <sup>1</sup>	Europe	Autonomous traverse tire changing bot, autonomous tire changing system	21173130.2	5/10/2021	n/a	n/a	Pending

Owner of Record	Country	Title	Application No.	Filing Date	Patent No.	Registration Date	Status
		and method therefor					
Automated Tire Ventures, LLC	Japan	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	2021079770	5/10/2021	n/a	n/a	Unable to verify via public records
Automated Tire Ventures, LLC	Korea	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	20210061034	5/11/2021	n/a	n/a	Unable to verify via public records
Automated Tire Ventures, LLC	Taiwan	Autonomous traverse tire changing bot, autonomous tire changing system and method therefor	110116791	5/10/2021	n/a	n/a	Unable to verify via public records
Automated Tire, Inc.	U.S.	Autonomous tire and wheel balancer, method therefor and robotic automotive service system	18/213,239	6/22/2023	n/a	n/a	Pending
Automated Tire, Inc.	U.S.	Autonomous tire and wheel balancer, method therefor and robotic automotive service system	18/213,184	6/22/2023	n/a	n/a	Pending
Automated Tire Inc.	PCT	Autonomous tire and wheel balancer, method therefor and robotic automotive service system	US2023026028	6/22/2023	n/a	n/a	Pending (30-month national stage deadline of 12/22/2024)

**Trademarks:**

Owner of Record	Country	Mark	Application No.	Filing Date	Registration No.	Registration Date	Status
Automated Tire Inc.	U.S.	TRUE FORCE BALANCE	97/747,770	1/10/2023	n/a	n/a	Pending/ Allowed
Automated Tire Inc.	U.S.	TRUE LOAD BALANCE	97/747,767	1/10/2023	n/a	n/a	Pending/ Allowed
Automated Tire Inc.	U.S.	REAL FORCE BALANCE	97/742,719	1/5/2023	n/a	n/a	Pending/ Allowed
Automated Tire Inc.	U.S.	REAL LOAD BALANCE	97/747,766	1/10/2023	n/a	n/a	Pending/ Allowed

**Domains:**

Ati-inc.co