

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1428510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Addtronics Intermediate Holdings LLC	08/05/2024
Addtronics Holdings LLC	08/05/2024
Dynamic Design Solutions, LLC	08/05/2024
Missouri Tooling & Automation, LLC	08/05/2024
Bow Automation, LLC	08/05/2024
Sirius Automation Group LLC	08/05/2024
Colanar, LLC	08/05/2024
RECEIVING PARTY DATA	
Company Name:	Pinnacle Bank
Street Address:	5980 Fairview Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11364640
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	(919)838-2048
Email:	anliles@smithlaw.com
Correspondent Name:	Allison Liles
Address Line 1:	150 Fayetteville Street
Address Line 2:	Suite 2300
Address Line 4:	Raleigh, NORTH CAROLINA 27601
ATTORNEY DOCKET NUMBER:	17491.15
NAME OF SUBMITTER:	Allison Liles
SIGNATURE:	Allison Liles
DATE SIGNED:	08/14/2024

PATENT

Total Attachments: 10

source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page1.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page2.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page3.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page4.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page5.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page6.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page7.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page8.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page9.tiff
source=Pinnacle - Addtronics - Intellectual Property Security Agreement (Executed) (1)#page10.tiff

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of August 5, 2024, by and between PINNACLE BANK, a Tennessee bank (“**Bank**”), ADDTRONICS INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“**Borrower**”), ADDTRONICS HOLDINGS LLC, a Delaware limited liability company (“**Parent**”), DYNAMIC DESIGN SOLUTIONS, LLC, a Delaware limited liability company (“**Dynamic Design**”), MISSOURI TOOLING & AUTOMATION, LLC, a Delaware limited liability company (“**Missouri Tooling**”), BOW AUTOMATION, LLC, a Delaware limited liability company (“**Bow Automation**”), SIRIUS AUTOMATION GROUP LLC, a Delaware limited liability company (“**Sirius Automation**”), and COLANAR, LLC, a Delaware limited liability company (“**Colanar**”, and along with Borrower, Parent, Dynamic Design, Missouri Tooling, Bow Automation, and Sirius Automation, individually and collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement by and between Bank, Grantor, and the other Persons party thereto from time to time, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Credit Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under the intellectual property it owns (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 original work of 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 Exhibit 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 Grantor 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 Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those trademark and service mark registrations and applications to register set forth on Exhibit 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 said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights granted by Grantor to any Person 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, Patents or Trademarks;

(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. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) unilaterally amend the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement 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 to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). THE PROVISIONS OF THE CREDIT AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


ADDTRONICS INTERMEDIATE HOLDINGS
LLC

By: 
Name: Max Katzenstein
Title: Authorized Signatory

ADDTRONICS HOLDINGS LLC

By: 
Name: Max Katzenstein
Title: Authorized Signatory

DYNAMIC DESIGN SOLUTIONS, LLC

By: 
Name: Max Katzenstein
Title: Authorized Signatory

MISSOURI TOOLING & AUTOMATION,
LLC

By: 
Name: Max Katzenstein
Title: Authorized Signatory

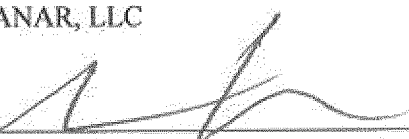
BOW AUTOMATION, LLC

By: 
Name: Max Katzenstein
Title: Authorized Signatory

SIRIUS AUTOMATION GROUP LLC

By: 
Name: Max Katzenstein
Title: Authorized Signatory

COLANAR, LLC

By: 
Name: Max Katzenstein
Title: Authorized Signatory

BANK:

PINNACLE BANK

By: RC

Name: Richard C. Hardison

Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sirius Automation Group LLC	SiriusSlate PDA software and associated documentation	Unregistered	Unregistered
Sirius Automation Group LLC	FlashScan 2D software and associated documentation	Unregistered	Unregistered
Sirius Automation Group LLC	All product designs, specifications, literature, and associated computer files	Unregistered	Unregistered




EXHIBIT B


Patents

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sirius Automation Group LLC	Automatic end-of-arm tool changers for automated robotic systems	Reg. No. 11,364,640	Reg. Date 06/12/22

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Missouri Tooling & Automation, LLC		Unregistered	Unregistered
Dynamic Design Solutions, LLC		Unregistered	Unregistered
Sirius Automation Group LLC	SIRIUS AUTOMATION	Unregistered	Unregistered
Sirius Automation Group LLC	SIRIUS	Unregistered	Unregistered
Sirius Automation Group LLC		Unregistered	Unregistered
Sirius Automation Group LLC	MACHINES FOR ROUTINES	Unregistered	Unregistered
Sirius Automation Group LLC	MICROTASKER	Unregistered	Unregistered
Sirius Automation Group LLC	MINITASKER	Unregistered	Unregistered
Sirius Automation Group LLC	MULTITASKER	Unregistered	Unregistered
Sirius Automation Group LLC	SIRIUSSLATE	Unregistered	Unregistered
Sirius Automation Group LLC	FLASHSCAN	Unregistered	Unregistered
Sirius Automation Group LLC	LIBRARYDOSER	Unregistered	Unregistered
Sirius Automation Group LLC	OMNITASKER	Unregistered	Unregistered
Sirius Automation Group LLC	GRAVITRAC	Unregistered	Unregistered

Sirius Automation Group LLC	XTRAC	Unregistered	Unregistered
Sirius Automation Group LLC	BESPOKE	Unregistered	Unregistered
Sirius Automation Group LLC	LABELTRAC	Unregistered	Unregistered
Sirius Automation Group LLC	EVERIDOSER	Unregistered	Unregistered
Sirius Automation Group LLC	MINIRAX	Unregistered	Unregistered
Sirius Automation Group LLC	ROBOSHIELD	Unregistered	Unregistered
Sirius Automation Group LLC	MINIBOT AUTCRIMPER	Unregistered	Unregistered
Colanar, LLC	COLANAR INNOVATIVE SOLUTIONS 	Reg. No. 4,189,538	Reg. Date 8/14/12