

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI641285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AutoAlert, LLC	11/14/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Western Alliance Bank
<b>Street Address:</b>	One East Washington Street, Ste., 1400
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85004
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16997897
Application Number:	17543364
Application Number:	17141172
Application Number:	16890862
Application Number:	16436852
Application Number:	15925664
Application Number:	14506550
Application Number:	15786540
Application Number:	14517566
Application Number:	14500890
Application Number:	14271200
Application Number:	14263894
Application Number:	13789510
Application Number:	13299293
Application Number:	13076203
Application Number:	13076208
Application Number:	12911552
Application Number:	10996122
<b>CORRESPONDENCE DATA</b>	

**Fax Number:**

*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:** 614)280-3570

**Email:** kimberly.flood@wolterskluwer.com

**Correspondent Name:** Kim Flood

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Kim Flood
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<b>SIGNATURE:</b>	Kim Flood
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<b>DATE SIGNED:</b>	11/19/2024
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 14, 2024 (the "**Agreement**"), between WESTERN ALLIANCE BANK, an Arizona corporation ("**Lender**") and AutoAlert, LLC, a Nevada limited liability company ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in Exhibit A;

(b) 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 Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

**GRANTOR:**


**AutoAlert, LLC**, a Nevada limited liability company

By:   
Name: Allan Stejskal  
Title: Chief Executive Officer

Address for Notices:  
114 W. 11th Street, Suite 700  
Kansas City, MO 64105  
Attn: Shawn Edwards, CFO

**LENDER:**

**WESTERN ALLIANCE BANK**, an Arizona corporation

Signed by:  
By:   
Name: William Robinson  
Title: Senior Director

Address for Notices:  
28 State Street, Suite 2301  
Boston, MA 02109  
Attn: Nathan Watkins

**EXHIBIT A**

**COPYRIGHTS**

Please Check if No Copyrights Exist ☒

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

**EXHIBIT C****PATENTS**Please Check if No Patents Exist ☐

All patents and patent applications are the property of AutoAlert, LLC

**Patents and Patent Applications:**

<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Patent Date</b>
LOCATION ALERT SYSTEM USING VEHICLE IDENTIFIERS AND TRANSACTION PARAMETERS	16997897	8/19/20	11195192	12/7/21
LOCATION ALERT SYSTEM USING VEHICLE IDENTIFIERS AND TRANSACTION PARAMETERS	17543364	12/6/21	N/A	N/A
VISUAL DISCOVERY TOOL FOR AUTOMOTIVE MANUFACTURERS WITH NETWORK ENCRYPTION, DATA CONDITIONING, AND PREDICTION ENGINE	17141172	1/4/21	N/A	N/A
PREDICTING THE EFFECT OF INCENTIVE PROGRAMS	16890862	6/2/20	N/A	N/A
GENERATING CUSTOMER-SPECIFIC VEHICLE PROPOSALS FOR POTENTIAL VEHICLE CUSTOMERS	16436852	6/10/19	11151645	10/19/21
VISUAL DISCOVERY TOOL FOR AUTOMOTIVE MANUFACTURERS WITH NETWORK ENCRYPTION, DATA CONDITIONING, AND PREDICTION ENGINE	15925664	3/19/18	10430848	10/1/19
GENERATING CUSTOMER-SPECIFIC VEHICLE PROPOSALS FOR POTENTIAL VEHICLE CUSTOMERS	14506550	10/3/14	10319031	6/11/19
VISUAL DISCOVERY TOOL FOR AUTOMOTIVE MANUFACTURERS WITH NETWORK ENCRYPTION, DATA CONDITIONING, AND PREDICTION ENGINE	15786540	10/17/17	10885562	1/5/21
GENERATING CUSTOMER-SPECIFIC VEHICLE PROPOSALS FOR POTENTIAL VEHICLE CUSTOMERS	14517566	10/17/14	N/A	N/A

Description	Application No.	Application Date	Patent No.	Patent Date
GENERATING CUSTOMER-SPECIFIC VEHICLE PROPOSALS FOR POTENTIAL VEHICLE CUSTOMERS	14500890	9/29/14	N/A	N/A
PREDICTING THE EFFECT OF INCENTIVE PROGRAMS	14271200	5/6/14	N/A	N/A
VEHICLE-REPLACEMENT ALERTS WITH MILEAGE ESTIMATION	14263894	4/28/14	N/A	N/A
SYSTEM AND METHOD FOR ASSESSING AND MANAGING FINANCIAL TRANSACTIONS	13789510	3/7/13	N/A	N/A
SYSTEM AND METHOD FOR ASSESSING AND MANAGING FINANCIAL TRANSACTIONS	13299293	11/17/11	8396791	3/12/13
SYSTEM AND METHOD FOR ASSESSING AND MANAGING FINANCIAL TRANSACTIONS	13076203	3/30/11	8095461	1/10/12
SYSTEM AND METHOD FOR ASSESSING AND MANAGING FINANCIAL TRANSACTIONS	13076208	3/30/11	8086529	12/27/11
SYSTEM AND METHOD FOR ASSESSING AND MANAGING FINANCIAL TRANSACTIONS	12911552	10/25/10	8005752	8/23/11
SYSTEM AND METHOD FOR ASSESSING AND MANAGING FINANCIAL TRANSACTIONS	10996122	11/23/04	7827099	11/2/10