

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portico Club, LLC		12/16/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Inspirato LLC		
Street Address:	1637 Wazee Street, Suite 400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85941234	BE IN VACATION	
Serial Number:	85941235	IN VACATION	
Serial Number:	85883547	I SUBSCRIBE TO A BETTER VACATION	
Serial Number:	85883543	I SUBSCRIBE TO A BETTER WAY TO VACATION	
Serial Number:	85883527	SUBSCRIBE TO A BETTER VACATION	
Serial Number:	85883529	SUBSCRIBE TO A BETTER WAY TO VACATION	
Serial Number:	85741721	ESCAPIST	
Serial Number:	85539073	PORTICO	
Serial Number:	85537643	PORTICO	
Serial Number:	85537648	PORTICO CLUB	
CORRESPONDENCE DATA			
Fax Number:	7196331518		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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via US Mail.

Phone: 7194733800
Email: jill.chalmers@bryancave.com, judi.cope@bryancave.com
Correspondent Name: Jill J. Chalmers, Esq.
Address Line 1: 90 S. Cascade Ave., Suite 1300
Address Line 2: Bryan Cave LLP
Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER:	C356432.0363574
NAME OF SUBMITTER:	Jill J. Chalmers
Signature:	/jill j. chalmers/
Date:	01/03/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of December 16, 2013, by and between Portico Club, LLC, a Delaware limited liability company ("Assignor"), and Inspirato LLC, a Delaware limited liability company ("Assignee"). All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Contribution Agreement, dated as of December 16, 2013, by and among Assignor, Assignee and Exclusive Resorts, LLC, a Delaware limited liability company ("ER") and Revolution Portico Holdings LLC, Delaware limited liability company ("RPH", and together with ER, the "Portico Members") (the "Contribution Agreement").

RECITALS

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1, together with any and all goodwill associated with any of the foregoing (the "Trademarks").

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to contribute, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to accept and acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks, if any, that are part of the Contributed Assets, as set forth and identified in Schedule 1 attached hereto.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Contribution Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably contributes, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks in all countries of the world including the United States, its territories and possessions, such that Assignee is the exclusive owner and registrant of the Trademarks (including, without limitation, any trademark registrations issuing on any trademark applications listed in Schedule 1), including, without limitation, any registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the date hereof or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks.

2. Further Assurances.

(a) Assignor hereby covenants, agrees and undertakes to execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with the perfection in Assignee of the rights contributed, conveyed, transferred, assigned or delivered to Assignee pursuant to this Trademark Assignment, recording such contribution, conveyance, transfer, assignment or delivery and for securing to Assignee or for maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such contribution, conveyance, transfer, assignment or delivery to Assignee of such rights in any other country or jurisdiction, and to cooperate and assist reasonably with Assignee to do all other affirmative acts in

connection therewith. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact (which such appointment shall be deemed coupled with an interest) with respect to the Trademarks that are the subject of this Trademark Assignment to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to contribute, convey, transfer, assign, deliver or confirm the rights contributed, conveyed, transferred, assigned, delivered and confirmed herein.

(b) Assignor grants the attorney of record the power to insert on this Trademark Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or trademark offices, for recordation of this document. Assignee shall have the right to file or record this Trademark Assignment and any additional assignment documents as provided in this Section 2 with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests each such registrar to record Assignee as the assignee and owner of the Trademarks.

(c) Assignor shall, upon the date hereof, deliver to the Assignee copies of the following in Assignor's possession or under Assignor's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Trademarks, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Trademarks to the extent that they could be deemed to affect the scope, validity, or enforceability of the Trademarks to the extent such documentation is located through a reasonable search; and (ii) Assignor's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Trademarks throughout the world, including, without limitation, the names, addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the date hereof.

3. Miscellaneous.

(a) This Trademark Assignment, including, without limitation, the validity hereof and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(b) This Trademark Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[Signature pages follow]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by an authorized officer of each of Assignor and Assignee as of the date first above written.

PORTICO CLUB, LLC

By: Cathy Ross
Name: Cathy Ross
Title: COO

ACKNOWLEDGMENT

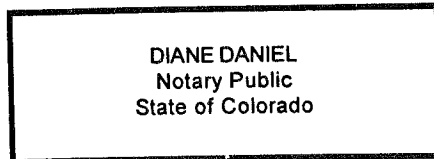
State of [] Colorado)
County of Denver)

On Dec. 16, 2013, before me, Diane Daniel, personally appeared Cathy Ross, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [] Colorado that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires on 9-11-14



[Signature Page to Trademark Assignment Agreement]

INSPIRATO LLC

By: 
Name: Brent Handler
Title: Chief Executive Officer

ACKNOWLEDGMENT

State of [*] Colorado)
County of Denver)

On 12-16, 2013, before me, Courtney Carroll, personally appeared Brent Handler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [*] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Courtney Carroll
Notary Public
My Commission Expires on 11-16-17

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

TRADEMARKS

#	Mark	Registration/Application /Docket #
1.	BE IN VACATION (U.S. Trademark) BE IN VACATION	SN:85-941234 Docket No. 40878.0005US01
2.	BE IN VACATION (CA Trademark)	Appl No. 1648568 Docket No. 40878.0005CA01
3.	BE IN VACATION (Mexico Trademark)	Appl No. 1425478 Docket No. 40878.0005MX01
4.	BE IN VACATION (Mexico Trademark)	Appl No. 1425480 Docket No. 40878.0005MX02
5.	BE IN VACATION (Mexico Trademark)	Appl No. 1425482 Docket No. 40878.0005MX03
6.	IN VACATION (U.S. Trademark) IN VACATION	SN: 85-941235 Docket No. 40878.0006US01
7.	IN VACATION (CA Trademark)	Appl No. 1648567 Docket No. 40878.0006CA01
8.	IN VACATION (Mexico Trademark)	Appl No. 1425474 Docket No. 40878.0006MX01
9.	IN VACATION (Mexico Trademark)	Appl No. 1425475 Docket No. 40878.0006MX02
10.	IN VACATION (Mexico Trademark)	Appl No. 1425475 Docket No. 40878.0006MX02
11.	I SUBSCRIBE TO A BETTER VACATION (U.S. Trademark) I SUBSCRIBE TO A BETTER VACATION	SN:85-883547 Docket No. 40878.0001US01

12.	I SUBSCRIBE TO A BETTER WAY TO VACATION (U.S. Trademark) I SUBSCRIBE TO A BETTER WAY TO VACATION	SN:85-883543 Docket No. 40878.0002US01
13.	SUBSCRIBE TO A BETTER VACATION (U.S. Trademark) SUBSCRIBE TO A BETTER VACATION	SN:85-883527 Docket No. 40878.0003US01
14.	SUBSCRIBE TO A BETTER WAY TO VACATION (U.S. Trademark) SUBSCRIBE TO A BETTER WAY TO VACATION	SN: 85-883529 Docket No. 40878.0004US01
15.	ESCAPIST ESCAPIST	SN:85-741721
16.	PORTICO (& Design) portico	SN: 85-539073
17.	PORTICO PORTICO	SN: 85-537643
18.	PORTICO CLUB PORTICO CLUB Disclaimer: "CLUB"	SN: 85-537648