

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALTO Experience, Inc.		03/21/2022	Corporation: DELAWARE
ALTO Technology LLC		03/21/2022	Limited Liability Company: DELAWARE
ALTO Operations LLC		03/21/2022	Limited Liability Company: DELAWARE
ALTO Operations Texas LLC		03/21/2022	Limited Liability Company: TEXAS
ALTO Operations California LLC		03/21/2022	Limited Liability Company: CALIFORNIA
ALTO Operations Florida LLC		03/21/2022	Limited Liability Company: FLORIDA
ALTO Operations Virginia LLC		03/21/2022	Limited Liability Company: VIRGINIA
ALTO Operations Maryland LLC		03/21/2022	Limited Liability Company: MARYLAND
ALTO Operations DC LLC		03/21/2022	Limited Liability Company: D.C.
ALTO Operations Illinois LLC		03/21/2022	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Escalate Capital IV, LP		
<b>Street Address:</b>	6300 Bridgepoint Parkway		
<b>Internal Address:</b>	Building 1, Suite 480		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78730		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6102702	ALTO	
<b>Registration Number:</b>	6102703	ALTO	
<b>CORRESPONDENCE DATA</b>			

OP \$65.00 6102702

**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:** 9188355997  
**Email:** shiers@mcguirewoods.com  
**Correspondent Name:** Fredericka J. Sowers  
**Address Line 1:** 501 Fayetteville Street  
**Address Line 2:** Suite 500  
**Address Line 4:** Raleigh, NORTH CAROLINA 27601

<b>NAME OF SUBMITTER:</b>	Fredericka J. Sowers
<b>SIGNATURE:</b>	/Fredericka J. Sowers/
<b>DATE SIGNED:</b>	03/29/2022

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 21, 2022 by and among ALTO EXPERIENCE, INC., a Delaware corporation (“*Alto Experience*”), ALTO TECHNOLOGY LLC, a Delaware limited liability company (“*Alto Technology*”), ALTO OPERATIONS LLC, a Delaware limited liability company (“*Alto Operations*”), ALTO OPERATIONS TEXAS LLC, a Texas limited liability company (“*Alto Texas*”), ALTO OPERATIONS CALIFORNIA LLC, a California limited liability company (“*Alto California*”), ALTO OPERATIONS FLORIDA LLC, a Florida limited liability company (“*Alto Florida*”), ALTO OPERATIONS VIRGINIA LLC, a Virginia limited liability company (“*Alto Virginia*”), ALTO OPERATIONS MARYLAND LLC, a Maryland limited liability company (“*Alto Maryland*”), ALTO OPERATIONS DC LLC, a District of Columbia limited liability company (“*Alto DC*”), and ALTO OPERATIONS ILLINOIS LLC, an Illinois limited liability company (“*Alto Illinois*”) together with Alto Experience, Alto Technology, Alto Operations, Alto Texas, Alto California, Alto Florida, Alto Virginia, Alto Maryland and Alto DC, jointly and severally, each a “*Borrower*” and collectively, the “*Borrowers*”), and ESCALATE CAPITAL IV, LP, a Delaware limited partnership (“*Lender*”).

### RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature pages follow]*

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

Addresses of Borrowers:

**BORROWERS:**

141 Manufacturing Street  
Dallas, Texas 75207

ALTO EXPERIENCE, INC.,  
a Delaware corporation

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO TECHNOLOGY LLC,  
a Delaware limited liability company,

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS LLC,  
a Delaware limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS TEXAS LLC,  
a Texas limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS CALIFORNIA LLC,  
a California limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS FLORIDA LLC,  
a Florida limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS VIRGINIA LLC,  
a Virginia limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS MARYLAND LLC,  
a Maryland limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS DC LLC,  
a District of Columbia limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

141 Manufacturing Street  
Dallas, Texas 75207

ALTO OPERATIONS ILLINOIS LLC,  
an Illinois limited liability company

By: W Coleman III  
Name: Winton Lee Coleman III  
Title: President

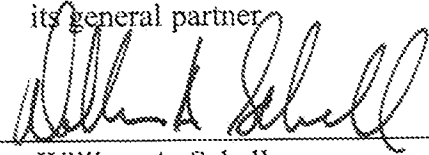
Address of Lender:

6300 Bridgepoint Parkway  
Building 1, Suite 480  
Austin, TX 78730

**LENDER:**

ESCALATE CAPITAL IV, LP,  
a Delaware limited partnership

By: Escalate Capital GP IV, LLC,  
its general partner

By:   
Name: William A. Schell  
Title: Manager/Member

SCHEDULE A  
Copyrights

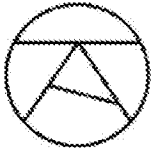
<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B  
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		



SCHEDULE C  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Word Mark: Alto (Alto Experience Inc.)	6102702	July 14, 2020
Word Mark: Alto  (Alto Experience Inc.)	6102703	July 14, 2020