

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inspirato LLC		09/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oakstone Ventures, Inc., as Collateral Agent		
Street Address:	1680 Capital One Drive		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Serial Number:	97729524	BETTER EVENTS. BIGGER RESULTS. HAPPIER D	
Serial Number:	97678646	DO GOOD. GIVE BACK. VACATION BETTER.	
Serial Number:	97678659	DO GOOD. GIVE BACK. VACATION BETTER.	
Registration Number:	5202510	IN	
Registration Number:	5202511	IN	
Registration Number:	5202512	IN	
Registration Number:	5545600	IN	
Registration Number:	5545601	IN	
Registration Number:	5545602	IN	
Registration Number:	5545603	IN	
Registration Number:	5545604	IN	
Registration Number:	4154911	INSPIRATO	
Registration Number:	5196771	INSPIRATO	
Serial Number:	97769921	INSPIRATO	
Serial Number:	97769928	INSPIRATO	
Serial Number:	97771062	INSPIRATO	
Serial Number:	97771048	INSPIRATO	
Serial Number:	97771054	INSPIRATO	
Serial Number:	97771033	INSPIRATO	

OP \$1440.00 97729524

Property Type	Number	Word Mark
Registration Number:	5564600	INSPIRATO
Registration Number:	5554394	INSPIRATO
Registration Number:	5554395	INSPIRATO
Registration Number:	5554396	INSPIRATO
Registration Number:	5554397	INSPIRATO
Serial Number:	97421144	INSPIRATO
Serial Number:	97421168	INSPIRATO
Serial Number:	97421186	INSPIRATO
Serial Number:	97421201	INSPIRATO
Serial Number:	97421213	INSPIRATO
Serial Number:	97573702	INSPIRATO FOR BUSINESS
Serial Number:	97573693	INSPIRATO FOR BUSINESS
Serial Number:	97535167	INSPIRATO FOR GOOD
Serial Number:	97535173	INSPIRATO FOR GOOD
Registration Number:	6193030	INSPIRATO PASS
Registration Number:	6456536	INSPIRATO PASS
Registration Number:	6188256	INSPIRATO PASS
Registration Number:	4628245	INSPIRATO SIGNATURE COLLECTIONS
Registration Number:	4628246	INSPIRATO SIGNATURE COLLECTIONS
Registration Number:	4628247	INSPIRATO SIGNATURE COLLECTIONS
Registration Number:	4628243	INSPIRATO SIGNATURE EXPERIENCES
Registration Number:	4628244	INSPIRATO SIGNATURE EXPERIENCES
Registration Number:	4721151	INSPIRATO SIGNATURE RESIDENCES
Registration Number:	4658740	INSPIRATO SIGNATURE SERVICE
Registration Number:	4628242	INSPIRATO SIGNATURE SERVICE
Registration Number:	4628239	INSPIRATO SIGNATURE STAYS
Registration Number:	4628240	INSPIRATO SIGNATURE TICKET
Registration Number:	4628241	INSPIRATO SIGNATURE TICKET
Registration Number:	4459815	JAUNT
Registration Number:	4760590	JAUNT
Registration Number:	4751763	JAUNT52
Registration Number:	4751765	JAUNTNOW
Registration Number:	4981485	JAUNTNOW
Registration Number:	6456556	LOOK. BOOK. STAY. REPEAT.
Registration Number:	6193052	LOOK. BOOK. STAY. REPEAT.
Registration Number:	6151211	LOOK. BOOK. STAY. REPEAT.
Serial Number:	97771076	STAY FOR THE HOLIDAYS
Serial Number:	97696488	JAUNTLIVING

CORRESPONDENCE DATA**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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2132795
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	10/02/2023

Total Attachments: 10

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), dated as of September 29, 2023, is made by Inspirato LLC, a Delaware limited liability company (the “*Grantor*”), in favor of Oakstone Ventures, Inc., as collateral agent (in such capacity, the “*Collateral Agent*”) for the benefit of the Secured Parties in connection with that certain (i) Guarantee and Collateral Agreement, dated as of September 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Inspirato Incorporated, a Delaware corporation (the “*Issuer*”), the Subsidiaries of the Issuer from time to time party hereto and the Collateral Agent and (ii) each 8% Senior Secured Convertible Note due 2028 of the Issuer (as amended, restated, supplemented, divided, assigned, transferred, in whole or in part, or otherwise modified from time to time, the “*Note*”).

WITNESSETH:

WHEREAS, pursuant to their respective Note, the Holders have severally agreed to make loans to the Issuer upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Collateral Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks that are not Excluded Assets; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Holders to make their respective extensions of credit under the Notes, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Note and the Collateral Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “*Collateral*”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interest granted hereby has been granted to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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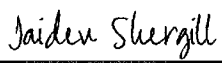
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INSPIRATO LLC,
as Grantor

By:  _____
Name: Robert Kaiden
Title: Chief Financial Officer

Oakstone Ventures, Inc., as the Collateral Agent

DocuSigned by:

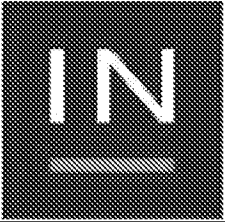
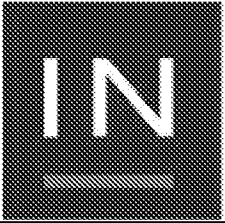

By: 





Name: Jaidev Shergill

Title: President

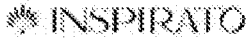
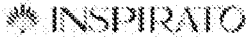


SCHEDULE A


Trademark Registrations and Applications


Grantor	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Inspirato LLC	BETTER EVENTS. BIGGER RESULTS. HAPPIER DONORS.	97/729,524	12/22/2022			United States
Inspirato LLC	DO GOOD. GIVE BACK. VACATION BETTER.	97/678,646	11/15/2022			United States
Inspirato LLC	DO GOOD. GIVE BACK. VACATION BETTER.	97/678,659	11/15/2022			United States
Inspirato LLC	IN	86/278,849	5/12/2014	5,202,510	5/16/2017	United States
Inspirato LLC	IN and design 	86/278,852	5/12/2014	5,202,511	5/16/2017	United States
Inspirato LLC	IN and design 	86/278,858	5/12/2014	5,202,512	5/16/2017	United States
Inspirato LLC	IN and updated design 	87/762,155	1/19/2018	5,545,600	8/21/2018	United States
Inspirato LLC	IN and updated design	87/762,159	1/19/2018	5,545,601	8/21/2018	United States

Grantor	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
						
Inspirato LLC	IN and updated design 	87/762,165	1/19/2018	5,545,602	8/21/2018	United States
Inspirato LLC	IN and updated design 	87/762,168	1/19/2018	5,545,603	8/21/2018	United States
Inspirato LLC	IN and updated design 	87/762,172	1/19/2018	5,545,604	8/21/2018	United States
Inspirato LLC	INSPIRATO	85/190,548	12/3/2010	4,154,911	6/5/2012	United States
Inspirato LLC	INSPIRATO	86/907,119	2/13/2016	5,196,771	5/2/2017	United States
Inspirato LLC	INSPIRATO	97/769,921	1/26/2023			United States
Inspirato LLC	INSPIRATO	97/769,928	1/26/2023			United States
Inspirato LLC	INSPIRATO	97/771,062	1/27/2023			United States
Inspirato LLC	INSPIRATO	97/771,048	1/27/2023			United States

Grantor	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Inspirato LLC	INSPIRATO	97/771,054	1/27/2023			United States
Inspirato LLC	INSPIRATO	97/771,033	1/27/2023			United States
Inspirato LLC	INSPIRATO (stylized) INSPIRATO	87/762,010	1/19/2018	5,564,600	9/18/2018	United States
Inspirato LLC	INSPIRATO (stylized) INSPIRATO	87/762,016	1/19/2018	5,554,394	9/4/2018	United States
Inspirato LLC	INSPIRATO (stylized) INSPIRATO	87/762,022	1/19/2018	5,554,395	9/4/2018	United States
Inspirato LLC	INSPIRATO (stylized) INSPIRATO	87/762,032	1/19/2018	5,554,396	9/4/2018	United States
Inspirato LLC	INSPIRATO (stylized)	87/762,037	1/19/2018	5,554,397	9/4/2018	United States

Grantor	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
	INSPIRATO					
Inspirato LLC	INSPIRATO and design 	97/421,144	5/20/2022			United States
Inspirato LLC	INSPIRATO and design 	97/421,168	5/20/2022			United States
Inspirato LLC	INSPIRATO and design 	97/421,186	5/20/2022			United States
Inspirato LLC	INSPIRATO and design 	97/421,201	5/20/2022			United States

Grantor	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Inspirato LLC	INSPIRATO and design 	97/421,213	5/20/2022			United States
Inspirato LLC	INSPIRATO FOR BUSINESS	97/573,702	8/31/2022			United States
Inspirato LLC	INSPIRATO FOR BUSINESS	97/573,693	8/31/2022			United States
Inspirato LLC	INSPIRATO FOR GOOD	97/535,167	8/4/2022			United States
Inspirato LLC	INSPIRATO FOR GOOD	97/535,173	8/4/2022			United States
Inspirato LLC	INSPIRATO PASS	88/679,538	11/4/2019	6,193,030	11/10/2020	United States
Inspirato LLC	INSPIRATO PASS	88/679,546	11/4/2019	6,456,536	8/17/2021	United States
Inspirato LLC	INSPIRATO PASS	88/679,552	11/4/2019	6,188,256	11/3/2020	United States
Inspirato LLC	INSPIRATO SIGNATURE COLLECTIONS	86/218,192	3/11/2014	4,628,245	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE COLLECTIONS	86/218,194	3/11/2014	4,628,246	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE COLLECTIONS	86/218,198	3/11/2014	4,628,247	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE EXPERIENCES	86/218,185	3/11/2014	4,628,243	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE EXPERIENCES	86/218,187	3/11/2014	4,628,244	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE RESIDENCES	86/131,450	11/27/2013	4,721,151	4/14/2015	United States
Inspirato LLC	INSPIRATO SIGNATURE SERVICE	86/218,182	3/11/2014	4,658,740	12/23/2014	United States

Grantor	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Inspirato LLC	INSPIRATO SIGNATURE SERVICE	86/218,178	3/11/2014	4,628,242	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE STAYS	86/218,169	3/11/2014	4,628,239	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE TICKET	86/218,173	3/11/2014	4,628,240	10/28/2014	United States
Inspirato LLC	INSPIRATO SIGNATURE TICKET	86/218,175	3/11/2014	4,628,241	10/28/2014	United States
Inspirato LLC	JAUNT	85/669,645	7/5/2012	4,459,815	12/31/2013	United States
Inspirato LLC	JAUNT	85/669,652	7/5/2012	4,760,590	6/23/2015	United States
Inspirato LLC	JAUNT52	86/427,452	10/17/2014	4,751,763	6/9/2015	United States
Inspirato LLC	JAUNTLIVING	97/696,488	11/29/2022			United States
Inspirato LLC	JAUNTNOW	86/427,458	10/17/2014	4,751,765	6/9/2015	United States
Inspirato LLC	JAUNTNOW and design 	86/690,300	7/10/2015	4,981,485	6/21/2016	United States
Inspirato LLC	LOOK. BOOK. STAY. REPEAT.	88/689,051	11/12/2019	6,456,556	8/17/2021	United States
Inspirato, LLC	LOOK. BOOK. STAY. REPEAT.	88/689,060	11/12/2019	6,193,052	11/10/2020	United States
Inspirato LLC	LOOK. BOOK. STAY. REPEAT.	88/689,083	11/12/2019	6,151,211	9/15/2020	United States
Inspirato LLC	STAY FOR THE HOLIDAYS	97/771,076	1/27/2023			United States