

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8198199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INSPIRATO LLC	09/29/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OAKSTONE VENTURES, INC., AS COLLATERAL AGENT
<b>Street Address:</b>	1680 CAPITAL ONE DRIVE
<b>City:</b>	MCLEAN
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11055753
Patent Number:	11676184
PCT Number:	US2020020396
Patent Number:	11107171
Application Number:	17381727
PCT Number:	US2020020400
Patent Number:	11748672
PCT Number:	US2021029910
Application Number:	16667235
Patent Number:	11263559
Patent Number:	11586993
PCT Number:	US2020055203
Application Number:	16778694
PCT Number:	US2020055229
Patent Number:	11551160
PCT Number:	US2020055230
Application Number:	17394998
Application Number:	17505947
<b>CORRESPONDENCE DATA</b>	

PATENT

**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

<b>ATTORNEY DOCKET NUMBER:</b>	2132795
<b>NAME OF SUBMITTER:</b>	JORDANA DREYFUSS
<b>SIGNATURE:</b>	/Jordana Dreyfuss/
<b>DATE SIGNED:</b>	10/02/2023

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT 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 Patents 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 Patents that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including 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.

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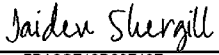
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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**

**Patent Registrations and Applications**

<b>Grantor</b>	<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Country</b>
Inspirato LLC	SUBSCRIPTION BASED TRAVEL SERVICE	16/390,752	Apr 22, 2019	11,055,753	Jul 6, 2021	United States of America
Inspirato LLC	SUBSCRIPTION BASED TRAVEL SERVICE	17/336,574	Jun 2, 2021	11,676,184	June 13, 2023	United States of America
Inspirato LLC	SUBSCRIPTION BASED TRAVEL SERVICE	PCT/US2020/020396	Feb 28, 2020	N/A	Pending	PCT
Inspirato LLC	TRAVEL SERVICES BASED ON TRANSPORTATION CRITERIA	16/502,226	Jul 3, 2019	11,107,171	Aug 31, 2021	United States of America
Inspirato LLC	TRAVEL SERVICES BASED ON TRANSPORTATION CRITERIA	17/381,727	Jul 21, 2021	N/A	Pending	United States of America
Inspirato LLC	TRAVEL SERVICES BASED ON TRANSPORTATION CRITERIA	PCT/US2020/020400	Feb 28, 2020	N/A	Pending	PCT
Inspirato LLC	SUBSCRIPTION BASED TRAVEL SERVICE WITH DELAY	16/876,517	May 18, 2020	11,748,672	Sept 5, 2023	United States of America
Inspirato LLC	SUBSCRIPTION BASED TRAVEL SERVICE WITH DELAY	PCT/US2021/029910	Apr 29, 2021	N/A	Pending	PCT
Inspirato LLC	SUBSCRIPTION SERVICES AWARDS	16/667,235	Oct 29, 2019	N/A	Pending	United States of America
Inspirato LLC	SUBSCRIPTION SERVICES WITH EXTENSIONS	16/667,217	Oct 29, 2019	11,263,559	Mar 1, 2022	United States of America
Inspirato LLC	Travel Services with Different Rate Categories	16/677,724	Nov 8, 2019	11,586,993	Feb 21, 2023	United States of America
Inspirato LLC	Travel Services with Different Rate Categories	PCT/US2020/055203	Oct 12, 2020	N/A	Pending	PCT
Inspirato LLC	Composite Asset Creation	16/778,694	Jan 31, 2020	N/A	Pending	United States of America

Inspirato LLC	Composite Asset Creation	PCT/US2020/05 5229	Oct 12, 2020	N/A	Pending	PCT
Inspirato LLC	COMPOSITE ASSET OPTION POOL	16/778,716	Jan 31, 2020	11,551,160	Jan 10, 2023	United States of America
Inspirato LLC	COMPOSITE ASSET OPTION POOL	PCT/US2020/05 5230	Oct 12, 2020	N/A	Pending	PCT
Inspirato LLC	SUSPENSION-BASED EXPERIENCE SUBSCRIPTION SERVICE	17/394,998	Aug 5, 2021	N/A	Pending	United States of America
Inspirato LLC	SEARCHING TRIPS BASED ON ACCUMULATED SUBSCRIPTION DAYS	17/505,947	Oct 20, 2021	N/A	Pending	United States of America