

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/25/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Miguel Angel McKelvey		03/25/2010
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	We Holdings LLC		
Street Address:	154 Grand Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3784452	WE WORK
CORRESPONDENCE DATA			
Fax Number:	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Michael A. Cohen		
Address Line 1:	1211 SW Fifth Avenue		
Address Line 2:	Suites 1500-2000		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	122054-175480 WE WORK		
NAME OF SUBMITTER:	Michael A. Cohen		
Signature:	/michael a cohen/		

CH \$40.00 3784452

Date:

01/18/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Miguel Angel McKelvey, an individual ("Assignor"), and We Holdings LLC, a Delaware limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, and convey to Assignee, *nunc pro tunc* March 25, 2010, all right, title, and interest that Assignor may have acquired in and to the trademark shown on the attached Schedule (the "Trademark"), including:

- (a) all goodwill of the business appertaining to and symbolized by the Trademark;
- (b) the right to sue for all past, present, and future infringement of the Trademark by third parties; and
- (c) the rights of Assignor in and to the applications for and registrations of the Trademark specified on the attached Schedule.

Assignor assigns, transfers, and conveys all right, title and interest that Assignor may have acquired in and to the Trademark to Assignee subject to the terms and conditions in the Operating Agreement of We Holdings LLC dated as of March 25, 2010. Assignor agrees to take all further actions reasonably requested by Assignee to affect the transfer intended by this Assignment.

[signature page follows]

EXECUTED and DELIVERED by Assignor to have effect from and after the date first set forth above.

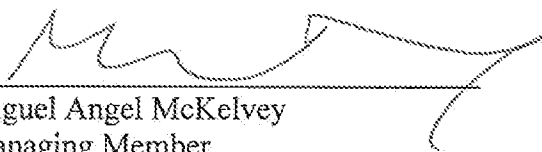
MIGUEL ANGEL MCKELVEY (Assignor)



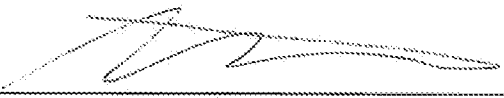
By: Miguel Angel McKelvey

Assignee hereby accepts the above assignment subject to the terms and conditions of this Assignment.

WE HOLDINGS LLC (Assignee)



By: Miguel Angel McKelvey
Its: Managing Member



By: Adam Neumann
Its: Managing Member

SCHEDULE TO TRADEMARK ASSIGNMENT
FROM
MIGUEL ANGEL MCKELVEY
TO
WE HOLDINGS LLC

Trademark	Application No. Registration No.	Application Date Registration Date	Status	Country
WE WORK	77/833,178 3,784,452	September 23, 2009 May 4, 2010	Registered	U.S.