

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/08/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WE HOLDINGS LLC		10/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WeWork Companies LLC		
Street Address:	154 Grand St.		
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		
Phone:	503-222-9981		
Email:	trademarks@schwabe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael A. Cohen		
Address Line 1:	1211 SW Fifth Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	123295-180317		
NAME OF SUBMITTER:	Michael A. Cohen		

CH \$40.00 3784452

Signature:	/michael a cohen/
Date:	02/17/2012
Total Attachments: 3 source=Fully executed Trademark Assignment (We Work 3784452)#page1.tif source=Fully executed Trademark Assignment (We Work 3784452)#page2.tif source=Fully executed Trademark Assignment (We Work 3784452)#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**") is by and between We Holdings LLC, a Delaware limited liability company ("**Assignor**"), and WeWork Companies 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* October 8, 2011, 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.

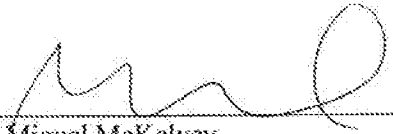
Assignor assigns, transfers, and conveys all right, title, and interest that Assignor may have acquired in and to the Trademark to Assignee subject to the terms and conditions in the Assignment and Assumption Agreement dated as of October 8, 2011 between Assignor and Assignee. Assignor agrees to take 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.

Assignor:

We Holdings LLC

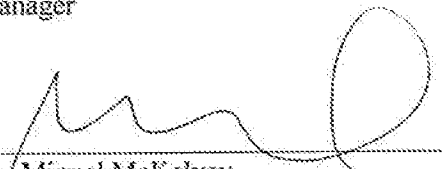

By: Miguel McKelvey
Its: Managing Member

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

Assignee:

WeWork Companies LLC

By: We Holdings LLC
Its: Manager


By: Miguel McKelvey
Its: Managing Member

SCHEDULE TO TRADEMARK ASSIGNMENT
FROM
WE HOLDINGS LLC
TO
WEWORK COMPANIES 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.