

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WeWork Companies Inc.		02/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86483282	WELIVE	
Serial Number:	86481620	CREATE YOUR LIFE'S WORK	
Serial Number:	86478830	THE COMMUNITY OF CREATORS WEWORK	
Serial Number:	86462711	WESLEEP	
Serial Number:	86360096	WEMOVE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>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.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1843		
NAME OF SUBMITTER:	Samantha J. Himelman		
SIGNATURE:	/sjh/		
DATE SIGNED:	02/24/2015		

CH \$140.00 86483282

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of February 10, 2015, by and between WeWork Companies Inc., a corporation formed under the laws of Delaware (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Grantee”).

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Credit Agreement dated as of September 8, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by the Amended and Restated Credit Agreement dated as of February 10, 2015, the “Credit Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing.

Section 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Credit Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Credit Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

Section 4. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

Section 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Credit Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, as prepared by and at the cost of the Grantor, releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEWORK COMPANIES INC.

By: 

Name: Jennifer Berrent

Title: Secretary, General Counsel

[Trademark Security Agreement]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

WeWork Companies Inc.	WELIVE	86/483282
WeWork Companies Inc.	CREATE YOUR LIFE'S WORK	86/481620
WeWork Companies Inc.	THE COMMUNITY OF CREATORS WEWORK & Design	86/478830
WeWork Companies Inc.	WESLEEP	86/462711
WeWork Companies Inc.	WEMOVE	86/360096