

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEWORK COMPANIES INC.		11/12/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3784452	WE WORK	
Registration Number:	4547287	FULLSTART	
Registration Number:	4785588	THE COMMUNITY OF CREATORS WEWORK	
Registration Number:	4785831	CREATE YOUR LIFE'S WORK	
Registration Number:	4818504	WEWORK LABS	
Registration Number:	4832126	A PHYSICAL SOCIAL NETWORK	
Registration Number:	4834367	DO WHAT YOU LOVE	
Registration Number:	4838465	WEWORK	
Serial Number:	86976953	WELIVE	
Serial Number:	85883629	WEWORK	
Serial Number:	85868860	WEWORK	
Serial Number:	85868853	WEWORK	
Serial Number:	86779850	WELOVE	
Serial Number:	86709813	WEWORK	
Serial Number:	86685218	WE GENERATION	
Serial Number:	86636059	THANK GOD IT'S MONDAY	
Serial Number:	86631398	WE	
Serial Number:	86596496	WELIVE	

CH \$815.00 3784452

Property Type	Number	Word Mark
Serial Number:	86577060	THE MAILROOM
Serial Number:	86559277	WEBIKE
Serial Number:	86554318	WEWORK
Serial Number:	86483282	WELIVE
Serial Number:	86462711	WESLEEP
Serial Number:	86360096	WEMOVE
Serial Number:	86321751	WELEARN
Serial Number:	85231506	WEWORK
Serial Number:	86190733	WEEAT
Serial Number:	86147150	WELIVE
Serial Number:	86116984	WEWORK
Serial Number:	86090547	WEWORKS
Serial Number:	86084940	WELIVE
Serial Number:	85081288	WE LIVE

CORRESPONDENCE DATA

Fax Number: 6502515002

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: 6502515094

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/1843

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 11/12/2015

Total Attachments: 5

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Trademark Security Agreement

This **Trademark Security Agreement** (this "Trademark Security Agreement"), dated as of November 12, 2015, by and between WEWORK COMPANIES INC., a corporation formed under the laws of Delaware, located at 115 W 18th St., 2nd Fl., New York, NY 10011 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, 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 the Second Amended and Restated Credit Agreement dated as of November 12, 2015 (the "Credit Agreement") with the several banks and other financial institutions parties thereto and the Grantee as administrative agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, in connection with the Credit Agreement, the Grantor is party to the Amended and Restated Guarantee and Collateral Agreement dated as of November 12, 2015 (the "Guarantee and Collateral Agreement") in favor of the Grantee as Administrative Agent for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Grantee and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and used, but not defined, herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. For purposes of this Trademark Security Agreement, the following terms shall have the following meaning:

(a) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (ii) the right to obtain all renewals thereof.

(b) "Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

Section 2. Grant of Security Interest in the Trademarks. The Grantor hereby assigns and transfers to the Administrative Agent a security interest in, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including, without limitation, those Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing, as

collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Guarantee and Collateral Agreement and the Credit Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their respective terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral 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. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Obligations in respect of Specified Swap Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Trademarks shall be automatically released from the security interest created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Grantee and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademarks shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Grantee shall deliver to the Grantor any Trademarks held by the Grantee hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination, including any Intellectual Property release to be filed with the United States Patent and Trademark Office at the cost of the Grantor.

Section 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each 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., as Grantor

By: JCR

Name: Jennifer C. Berrent

Title: General Counsel and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005667 FRAME: 0563

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

	Owner	Mark	Reg./App. No.
1	WeWork Companies Inc.	A PHYSICAL SOCIAL NETWORK	4,832,126
2	WeWork Companies Inc.	CREATE YOUR LIFE'S WORK	4,785,831
3	WeWork Companies Inc.	DO WHAT YOU LOVE	4,834,367
4	WeWork Companies Inc.	FULLSTART	4,547,287
5	WeWork Companies Inc.	THANK GOD IT'S MONDAY	86/636059
6	WeWork Companies Inc.	THE COMMUNITY OF CREATORS WEWORK	4,785,588
7	WeWork Companies Inc.	THE MAILROOM	86/577060
8	WeWork Companies Inc.	WE	86/631398
9	WeWork Companies Inc.	WE GENERATION	86/685218
10	WeWork Companies Inc.	WE LIVE	85/081288
11	WeWork Companies Inc.	WE WORK	3,784,452
12	WeWork Companies Inc.	WEBIKE	86/559277
13	WeWork Companies Inc.	WEEAT	86/190733
14	WeWork Companies Inc.	WELEARN	86/321751
15	WeWork Companies Inc.	WELIVE	86/084940
16	WeWork Companies Inc.	WELIVE	86/147150
17	WeWork Companies Inc.	WELIVE	86/483282
18	WeWork Companies Inc.	WELIVE	86/596496
19	WeWork Companies Inc.	WELIVE	86/976953

20	WeWork Companies Inc.	WELOVE	86/779850
21	WeWork Companies Inc.	WEMOVE	86/360096
22	WeWork Companies Inc.	WESLEEP	86/462711
23	WeWork Companies Inc.	WEWORK	86/116984
24	WeWork Companies Inc.	WEWORK	85/883629
25	WeWork Companies Inc.	WEWORK	85/231506
26	WeWork Companies Inc.	WEWORK	85/868853
27	WeWork Companies Inc.	WEWORK	85/868860
28	WeWork Companies Inc.	WEWORK	86/554318
29	WeWork Companies Inc.	WEWORK	86/709813
30	WeWork Companies Inc.	WEWORK	4,838,465
31	WeWork Companies Inc.	WEWORK LABS	4,818,504
32	WeWork Companies Inc.	WEWORKS	86/090547