

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Revolver)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEWORK COMPANIES INC.		04/16/2019	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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88195155	BY WE	
Serial Number:	88227719	BY WE	
Serial Number:	88195056	SUMMER CAMP	
Serial Number:	88166931	W	
Serial Number:	88232116	WE	
Serial Number:	88232262	WE	
Serial Number:	88195604	WE	
Serial Number:	88195636	WE	
Serial Number:	88242733	WE WORK	
Serial Number:	88239232	WE.CO	
Serial Number:	88239449	WEGROW	
Serial Number:	88195340	WELIVE	
Serial Number:	88166109	WEWORK	
Serial Number:	88195626	WE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			

CH \$365.00 88195155

Phone: 2124553222
Email: jmull@stblaw.com
Correspondent Name: Alexander Raytman
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1843

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 05/21/2019

Total Attachments: 5

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Trademark Security Agreement

This **Trademark Security Agreement** (this "Trademark Security Agreement"), dated as of April 16, 2019, 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 Trademark 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, 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., as Grantor

By:  _____


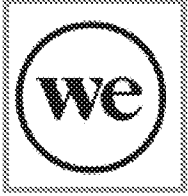
Name: Jared DeMatteis

Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Country	Mark	Design	Application Date	Application No.	Int'l Classes	Owner
USA	BY WE		November 15, 2018	88/195,155	20	Wework Companies Inc. (Delaware Corp.)
USA	BY WE and Design		December 13, 2018	88/227,719	35, 41	Wework Companies Inc. (Delaware Corp.)
USA	SUMMER CAMP		November 15, 2018	88/195,056	35	Wework Companies Inc. (Delaware Corp.)
USA	W and Rainbow Device		October 24, 2018	88/166,931	41	Wework Companies Inc. (Delaware Corp.)
USA	WE and Circle Design in Black Box Label		December 17, 2018	88/232,116	35	Wework Companies Inc. (Delaware Corp.)
USA	WE in Circle Logo		December 17, 2018	88/232,262	37 and 42	Wework Companies Inc. (Delaware Corp.)
USA	WE in Circle Logo		November 15, 2018	88/195,604	30	Wework Companies Inc. (Delaware Corp.)

Country	Mark	Design	Application Date	Application No.	Int'l Classes	Owner
USA	WE in Circle Logo		November 15, 2018	88/195,636	32	Wework Companies Inc. (Delaware Corp.)
USA	WE in Circle Logo		November 15, 2018	88/195,626	37	Wework Companies Inc. (Delaware Corp.)
USA	WE WORK		December 27, 2018	88/242,733	16,35,37 and 43	Wework Companies Inc. (Delaware Corp.)
USA	WE.CO		December 21, 2018	88/239,232	35 and 36	Wework Companies Inc. (Delaware Corp.)
USA	WEGROW		December 21, 2018	88/239,449	35, 36, 41 and 43	Wework Companies Inc. (Delaware Corp.)
USA	WELIVE		November 15, 2018	88/195,340	37	Wework Companies Inc. (Delaware Corp.)
USA	WEWORK		October 23, 2018	88/166,109	37	Wework Companies Inc. (Delaware Corp.)