

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Revolver)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEWORK COMPANIES LLC		07/25/2019	Limited Liability Company: DELAWARE
CLUBHOUSE TS LLC		07/25/2019	Limited Liability Company: NEW YORK
CONDUCTOR LLC		07/25/2019	Limited Liability Company: NEW YORK
MEETUP LLC		07/25/2019	Limited Liability Company: DELAWARE
TEEM TECHNOLOGIES LLC		07/25/2019	Limited Liability Company: 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: 39			
Property Type	Number	Word Mark	
Registration Number:	4694988	BLDGS = DATA	
Registration Number:	4837718	BLDGS = DATA	
Registration Number:	4694989	CASE	
Registration Number:	4281327	CONDUCTOR	
Registration Number:	3948168	CONDUCTOR	
Registration Number:	4123408	CONDUCTOR SEARCHLIGHT	
Registration Number:	4061216	SEARCHLIGHT	
Registration Number:	2959113		
Registration Number:	5330681	M	
Registration Number:	2962881	MEETUP	
Registration Number:	3900140	MEETUP	

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Property Type	Number	Word Mark
Registration Number:	5336316	MEETUP
Registration Number:	5342795	MEETUP
Registration Number:	5571096	MEETUP
Registration Number:	5536323	M
Registration Number:	4646824	EVENTBOARD
Registration Number:	5120592	TEEM
Registration Number:	5421688	ZOMBIE MEETINGS
Serial Number:	88251989	BY WE
Serial Number:	88273278	BY WE
Serial Number:	88273320	BY WE
Serial Number:	88975390	BY WE
Serial Number:	88292921	CHANGE THINGS
Serial Number:	88255428	CREATOR
Serial Number:	88252576	ELEVATING THE WORLD'S CONSCIOUSNESS
Serial Number:	88254028	SOLFL
Serial Number:	88254109	THE WE COMPANY
Serial Number:	88254098	THE WE COMPANY
Serial Number:	88975222	THE WE COMPANY
Serial Number:	88317829	WE
Serial Number:	88252003	WE
Serial Number:	88252582	WE ARE ALL ONE
Serial Number:	88255727	WE ARE ONE
Serial Number:	88289059	WE
Serial Number:	88254079	WEGROW
Serial Number:	88289066	WEWORK
Serial Number:	88317856	WEWORK
Serial Number:	88395528	CONDUCTOR
Serial Number:	87373986	GHOST MEETINGS

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 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:	09/10/2019
Total Attachments: 7 source=WeWork - Credit Agreement Supplemental Trademark Security Agreement Q1#page1.tif source=WeWork - Credit Agreement Supplemental Trademark Security Agreement Q1#page2.tif source=WeWork - Credit Agreement Supplemental Trademark Security Agreement Q1#page3.tif source=WeWork - Credit Agreement Supplemental Trademark Security Agreement Q1#page4.tif source=WeWork - Credit Agreement Supplemental Trademark Security Agreement Q1#page5.tif source=WeWork - Credit Agreement Supplemental Trademark Security Agreement Q1#page6.tif source=WeWork - Credit Agreement Supplemental Trademark Security Agreement Q1#page7.tif	

Trademark Security Agreement

This **Trademark Security Agreement** (this "Trademark Security Agreement"), dated as of July 25, 2019, by and among WEWORK COMPANIES LLC, a Delaware limited liability company, located at 115 W 18th St., 2nd Fl., New York, NY 10011, CLUBHOUSE TS LLC, a New York limited liability company, located at 115 W 18th St., 2nd Fl., New York, NY 10011, CONDUCTOR LLC, a New York limited liability company, located at 115 W 18th St., 2nd Fl., New York, NY 10011, MEETUP LLC., a Delaware limited liability company, located at 115 W 18th St., 2nd Fl., New York, NY 10011, and TEEM TECHNOLOGIES LLC, a Delaware limited liability company, located at 115 W 18th St., 2nd Fl., New York, NY 10011 (each a "Grantor" and, collectively, the "Grantors"), 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, each 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 each Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, in connection with the Credit Agreement, each 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 Grantors thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree 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. Each 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. Each 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 Grantors 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 Grantors 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 Grantors. At the request and sole expense of the Grantors following any such termination, the Grantee shall deliver to the Grantors any Trademarks held by the Grantee hereunder, and execute and deliver to the Grantors such documents as the Grantors 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 Grantors.

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 LLC, as Grantor

By:  _____
Name: Jared DeMatteis
Title: General Counsel and Assistant Secretary


CLUBHOUSE TS LLC, as Grantor

By:  _____
Name: Jared DeMatteis
Title: General Counsel and Assistant Secretary


CONDUCTOR LLC, as Grantor

By:  _____
Name: Jared DeMatteis
Title: Deputy General Counsel and Assistant Secretary

MEETUP LLC, as Grantor

By:  _____
Name: Jared DeMatteis
Title: Deputy General Counsel and Assistant Secretary

TEEM TECHNOLOGIES LLC, as Grantor


By:  _____
Name: Jared DeMatteis
Title: General Counsel and Assistant Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Country	Mark	Design	Application Date	Application/Registration No.	Int'l Classes	Owner
USA	BY WE		January 7, 2019	88/251,989	9, 16, 35, 36 and 43	WeWork Companies LLC (Delaware LLC)
USA	BY WE		January 23, 2019	88/273,278	41	WeWork Companies LLC (Delaware LLC)
USA	BY WE		January 23, 2019	88/273,320	41	WeWork Companies LLC (Delaware LLC)
USA	BY WE		January 7, 2019	[Not Yet assigned - child application from 88/251,989]	36	WeWork Companies LLC (Delaware LLC)
USA	CHANGE THINGS		February 7, 2019	88/292,921	41	WeWork Companies LLC (Delaware LLC)
USA	CREATOR		January 9, 2019	88/255,428	36 and 41	WeWork Companies LLC (Delaware LLC)
USA	ELEVATING THE WORLD'S CONSCIOUSNESS		January 7, 2019	88/252,576	35, 36 and 43	WeWork Companies LLC (Delaware LLC)
USA	SOLFL		January 8, 2019	88/254,028	35, 36 and 41	WeWork Companies LLC (Delaware LLC)
USA	THE WE COMPANY		January 8, 2019	88/254,109	9, 16, 20, 24, 35, 36, 37, 41, 42, 43 and 45	WeWork Companies LLC (Delaware LLC)
USA	THE WE COMPANY		January 8, 2019	88/254,098	36	WeWork Companies LLC (Delaware LLC)
USA	THE WE COMPANY		January 8, 2019	88/975,222	37 and 42	WeWork Companies LLC (Delaware LLC)

Country	Mark	Design	Application Date	Application/Registration No.	Int'l Classes	Owner
USA	WE and Circle Design in Black Box Label		February 27, 2019	88/317,829	9, 35, 36, 37 and 43	WeWork Companies LLC (Delaware LLC)
USA	WE and Circle Design in Black Box Label		January , 2019	88/252,003	9, 16, 35, 36 and 43	WeWork Companies LLC (Delaware LLC)
USA	WE ARE ALL ONE		January 7, 2019	88/252,582	35, 36 and 43	WeWork Companies LLC (Delaware LLC)
USA	WE ARE ONE		January 9, 2019	88/255,727	35, 36 and 43	WeWork Companies LLC (Delaware LLC)
USA	WE in Circle Logo		February 5, 2019	88/289,059	35	WeWork Companies LLC (Delaware LLC)
USA	WEGROW (Stylized)		January 8, 2019	88/254,079	41	WeWork Companies LLC (Delaware LLC)
USA	WEWORK		February 5, 2019	88/289,066	35	WeWork Companies LLC (Delaware LLC)
USA	WEWORK (Stylized in Black)		February 27, 2019	88/317,856	35, 36, 37, 42 and 43	WeWork Companies LLC (Delaware LLC)
USA	BLDGS=DATA and Design		March 3, 2015	4694988	42	Clubhouse TS LLC
USA	BUIDINGS=DATA		October 20, 2015	4837718	42	Clubhouse TS LLC
USA	CASE		March 3, 2015	4694989	42	Clubhouse TS LLC
USA	CONDUCTOR		January 29, 2013	4281327	42	Conductor LLC

Country	Mark	Design	Application Date	Application/Registration No.	Int'l Classes	Owner
USA	CONDUCTOR and Design		April 19, 2011	3948168	42	Conductor LLC
USA	Conductor Logo		April 22, 2019	88/395,528	42	Conductor LLC
USA	CONDUCTOR SEARCHLIGHT		April 10, 2012	4123408	42	Conductor LLC
USA	SEARCHLIGHT		November 22, 2011	4061216	42	Conductor LLC
USA	DESIGN (Blank Badge)		June 7, 2005	2959113	38	Meetup LLC
USA	M LOGO		November 7, 2017	5330681	9, 38, 42 and 45	Meetup LLC
USA	MEETUP		June 21, 2005	2962881	38	Meetup LLC
USA	MEETUP and Design		January 4, 2011	3900140	38	Meetup LLC
USA	MEETUP (script)		November 14, 2017	5336316	9, 35, 38, 42 and 45	Meetup LLC
USA	MEETUP LOGO		November 21, 2017	5342795	35, 42 and 45	Meetup LLC
USA	MEETUP LOGO		September 25, 2018	5571096	9 and 38	Meetup LLC

Country	Mark	Design	Application Date	Application/Registration No.	Int'l Classes	Owner
USA	SWARM (Animation)		August 7, 2018	5536323	9, 35, 38, 42 and 45	Meetup LLC
USA	EVENTBOARD		November 25, 2014	4646824	9	Teem Technologies LLC
USA	TEEM		January 10, 2017	5120592	42	Teem Technologies LLC
USA	GHOST MEETINGS		March 16, 2017	87/373986	42	Teem Technologies LLC
USA	ZOMBIE MEETINGS		March 13, 2018	5421688	42	Teem Technologies LLC