

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Letter of Credit)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpaceIQ LLC		11/27/2019	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: 2			
Property Type	Number	Word Mark	
Registration Number:	5555158	SPACEIQ	
Serial Number:	88043574	REIMAGINE YOUR WORKPLACE	
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:	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:	01/03/2020		
Total Attachments: 4			
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Trademark Security Agreement

This **Trademark Security Agreement** (this "Trademark Security Agreement"), dated as of November 27, 2019, by and among WEWORK COMPANIES LLC, a Delaware limited liability company, located at 115 W 18th St., 2nd Fl., New York, NY 10011, and SpaceIQ 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 Letter of Credit Reimbursement Agreement (as defined below) (in such capacity, the "Grantee").

W I T N E S S E T H :

WHEREAS, WeWork Companies LLC (as successor to WeWork Companies Inc.) is party to the Letter of Credit Reimbursement Agreement, dated as of November 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Reimbursement Agreement"), with the several banks and other financial institutions from time to time party thereto (the "Lenders") 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 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Grantee as Administrative Agent for the Lenders; and

NOW, THEREFORE, in consideration of the premises and to induce the Grantee and 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 Reimbursement Agreement or the Guarantee and Collateral Agreement and used, but not defined, herein have the meaning given to them in the Reimbursement 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 Reimbursement 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

SPACEIQ 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 No.	Int'l Classes	Owner
USA	SPACE IQ		January 30, 2018	5555158	9	SpaceIQ LLC
USA	REIMAGINE YOUR WORKPLACE		July 18, 2018	88/043,574	42	SpaceIQ LLC
USA	WELIVE Logo		July 3, 2019	88/499,886	36	WeWork Companies LLC (Delaware Corp.)
USA	HERE WE CAN		July 9, 2019	88/506,095	35, 36 and 43	WeWork Companies LLC (Delaware Corp.)
USA	ACCESS LABS		July 11, 2019	88/510,265	36 and 41	WeWork Companies LLC (Delaware Corp.)
USA	LEARN.LOVE .CODE		July 11, 2019	88/510,260	41	WeWork Companies LLC (Delaware Corp.)
USA	FLATIRON SCHOOL with Double Diagonal Strip Design		July 18, 2019	88/522,273	9 and 41	WeWork Companies LLC (Delaware Corp.)
USA	ACCESS LABS in Black Box Device		July 18, 2019	88/522,269	41	WeWork Companies LLC (Delaware Corp.)
USA	WEWORK		July 30, 2019	88/549,445	36	WeWork Companies LLC (Delaware Corp.)