

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS INTERNATIONAL BANK, as Administrative Agent		03/03/2020	International Banking Association: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	Managed by Q LLC
Street Address:	115 West 18th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5212751	MANAGED BY Q
Registration Number:	5290508	Q
Registration Number:	5290761	Q - A H
Registration Number:	5332969	THE OPERATING SYSTEM FOR OFFICES
Registration Number:	5332970	WE'RE BUILDING AN OPERATING SYSTEM FOR O
Registration Number:	5495365	THE EFFORTLESS OFFICE
Serial Number:	88523694	MANAGED BY Q
Serial Number:	88523740	MANAGED BY Q

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

CH \$215.00 5212751

ATTORNEY DOCKET NUMBER:	30045.00055
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	03/05/2020

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 3, 2020, from GOLDMAN SACHS INTERNATIONAL BANK, an international banking association, in its capacity as Administrative Agent pursuant to the Credit Agreement dated as of December 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the several banks and other financial institutions parties thereto (in such capacity, the "Grantee"), in favor of MANAGED BY Q LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of February 10, 2020, in favor of the Grantee as Administrative Agent for the banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Security Agreement"), Grantors granted a security interest to the Grantee;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of February 10, 2020, between the Grantee and Grantors (the "Trademark Security Agreement"), Grantors, by reference to the Security Agreement, reaffirmed their intent to assign and transfer to the Grantee a security interest in, and granted to the Grantee, 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 Grantors or in which such Grantors then had or at any time in the future may have acquired 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 (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 11, 2020 at Reel 6861 and Frame 0297; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Grantee hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Grantee hereby agrees, at Grantors' sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do

such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GOLDMAN SACHS INTERNATIONAL BANK, as
Administrative Agent

By: 
Name: _____
Title: _____
Original Text
Not for Release

SCHEDULE I

	Trademark	Reg. #	Appl. #	Owner (USPTO)
1.	MANAGED BY Q	5,212,751	87182745	Managed by Q LLC
2.	Q	5,290,508	87350652	Managed by Q LLC
3.	Q - A H	5,290,761	87356197	Managed by Q LLC
4.	THE OPERATING SYSTEM FOR OFFICES	5,332,969	87182738	Managed by Q LLC
5.	WE'RE BUILDING AN OPERATING SYSTEM FOR OFFICES	5,332,970	87182740	Managed by Q LLC
6.	THE EFFORTLESS OFFICE	5,495,365	87449278	Managed by Q LLC
7.	MANAGED BY Q	N/A	88523694	Managed by Q LLC
8.	MANAGED BY Q	N/A	88523740	Managed by Q LLC