

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572241

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		03/27/2020	International Banking Association: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	MEETUP LLC,
Street Address:	115 W. 18th Street, 2nd Floor
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:	2959113	
Registration Number:	2962881	MEETUP
Registration Number:	3900140	MEETUP
Registration Number:	5330681	M
Registration Number:	5336316	MEETUP
Registration Number:	5342795	MEETUP
Registration Number:	5536323	M
Registration Number:	5571096	MEETUP

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: 2028357500

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 2959113

ATTORNEY DOCKET NUMBER:	30045.00055
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/16/2020

Total Attachments: 4

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

TERMINATION AND RELEASE dated as of March 27, 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 MEETUP 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"), Grantor granted a security interest to the Grantee;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of February 10, 2020, between the Grantee, Grantor and the other subsidiaries of WeWork Companies LLC party thereto (the "Trademark Security Agreement"), Grantor, by reference to the Security Agreement, reaffirmed its 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 Grantor or in which such Grantor 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 Grantor's 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:

Douglas Tansey
Authorized Signatory

[Signature Page to Release of Trademarks]

TRADEMARK
REEL: 006917 FRAME: 0127

SCHEDULE I

	Trademark	Reg. #	Appl. #	Owner (USPTO)
1.	[Design Only] Blank Badge	2,959,113	76556577	Meetup LLC
2.	MEETUP	2,962,881	76556578	Meetup LLC
3.	MEETUP	3,900,140	85040741	Meetup LLC
4.	M	5,330,681	87078578	Meetup LLC
5.	MEETUP	5,336,316	87078583	Meetup LLC
6.	MEETUP	5,342,795	87975897	Meetup LLC
7.	M	5,536,323	87078590	Meetup LLC
8.	MEETUP	5,571,096	87078574	Meetup LLC