

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEWORK COMPANIES LLC	FORMERLY WEWORK COMPANIES, INC.	06/11/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NAZARE CAPITAL MANAGEMENT, LLC		
<b>Street Address:</b>	430 PARK AVENUE, 19TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88254028	SOLFL	
<b>Serial Number:</b>	88424376	STUDENT OF LIFE FOR LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3055037079		
<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>			
<b>Phone:</b>	786-581-2542		
<b>Email:</b>	admin@dsmiami.com		
<b>Correspondent Name:</b>	Christopher A. DISchino, Esq.		
<b>Address Line 1:</b>	4770 Biscayne Blvd., Suite 1280		
<b>Address Line 4:</b>	Miami, FLORIDA 33137		
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER A. DISCHINO, ESQ		
<b>SIGNATURE:</b>	/CHRISTOPHER DISCHINO/		
<b>DATE SIGNED:</b>	06/29/2020		
<b>Total Attachments: 9</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of June 11, 2020 (the “**Effective Date**”), by and between WeWork Companies LLC (formerly, WeWork Companies, Inc.), a Delaware limited liability company (the “**Assignor**”) and Nazare Capital Management, a Delaware limited liability company (the “**Assignee**”). The Assignor and the Assignee are collectively referred to herein as the “**Parties**.”

**WHEREAS**, pursuant to that certain Amended and Restated Asset Purchase Agreement, dated as of June 12, 2020, by and among the Assignor, the Assignee and WeGrow NYC, LLC, a New York limited liability company (the “**Asset Purchase Agreement**”), the Assignor and WeGrow NYC, LLC, as sellers, have conveyed, transferred and assigned to the Assignee, as buyer, among other assets, certain intellectual property relating to the Student of Life for Life (the “**Student of Life for Life Mark**”) and SOLFL (the “**SOLFL Mark**,” and together with the Student of Life for Life Mark, the “**Assigned Trademarks**”) trademarks, as set forth in Schedule A hereto.

**WHEREAS**, in connection with the Asset Purchase Agreement, the Parties wish to effect the assignment, transfer, conveyance and delivery to Assignee of any and all right, title and interest Assignor owns in and to the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor hereby sells, transfers, assigns, contributes, conveys and delivers to Assignee, and its successors and assigns, all right, title and interest in and to (a) the Assigned Trademarks (including all goodwill associated therewith) and (b) the top-level domain names, as set forth in Schedule A hereto. Further, Assignor shall take all commercially reasonable steps to transfer, assign, convey and deliver the exclusive control of all social media handles, including the WeGrow Instagram page, (as defined in the Asset Purchase Agreement) set forth in Schedule A hereto, to the Assignee. For the avoidance of doubt, and in accordance with the Asset Purchase Agreement, Assignee shall not use the @wegrow handle on social media and shall cause the @wegrow handle to be changed.

2. **Recordation and Further Actions**. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment upon request by the Assignee. Following the date hereof, upon Assignee’s reasonable request and at the Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee, including the execution and delivery of any affidavits, declarations, exhibits, assignments or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assignment Trademarks to Assignee. In the event Assignor fails, within ten days of a request from Assignee, to execute and/or deliver any document described herein, Assignor consents (consent not to be unreasonably withheld) to irrevocably appoint Assignee as Assignor’s agent and attorney-in-fact solely for the purpose of executing such document on Assignor’s behalf (such agency being deemed an agency coupled with an interest) upon notice to Assignor by Assignee.

3. **Terms of the Asset Purchase Agreement**. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the

event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Representations and Warranties**. The Parties acknowledge and agree that Assignor is assigning, conveying, and transferring the Assigned Trademarks without any representations or warranties of any kind. As additional consideration for the assignment of the Assigned Trademarks, Assignee shall assume, agree to discharge and become liable for all liabilities related to the Assigned Trademarks. Assignor shall not retain any liability with respect to the Assigned Trademarks. For the avoidance of doubt, as of the Effective Date all control, fees, and costs associated with the Assigned Trademarks, if any, including all applications, registrations, renewals, taxes, assignment records, as well as enforcement or defensive actions shall be the sole responsibility and cost of Assignee.

5. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


6. **Successors and Assigns**. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. **Governing Law**. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, this Assignment has been executed by duly authorized representatives of the Parties on the Effective Date.

**WEWORK COMPANIES LLC**

By  \_\_\_\_\_  
Name: Jared DeMatteis  
Title: Deputy Chief Legal Officer and Assistant Secretary

**NAZARE CAPITAL MANAGEMENT, LLC**

By  \_\_\_\_\_  
Name: Max Fink  
Title: Authorized Signatory

**SCHEDULE A**

## Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
<b>Australia</b>							
WeWork Companies Inc.	SOLFL	Australia	1484172	1484172	May 10 2019	35,36,41	Registered
WeWork Companies Inc.	STUDENT OF LIFE FOR LIFE	Australia	1489455	1489455	May 14 2019	35,36,41	Registered
<b>Brazil</b>							
WeWork Companies Inc.	SOLFL	Brazil	917296966	917296966	Dec 17 2019	35	Registered
WeWork Companies Inc.	SOLFL	Brazil	917297008	917297008	Dec 17 2019	36	Registered
WeWork Companies Inc.	SOLFL	Brazil	917297032	917297032	Dec 17 2019	41	Registered
WeWork Companies Inc.	STUDENT OF LIFE FOR LIFE	Brazil	917297083	917297083	Dec 17 2019	35	Registered
WeWork Companies Inc.	STUDENT OF LIFE FOR LIFE	Brazil	917297105	917297105	Dec 17 2019	36	Registered
WeWork Companies Inc.	STUDENT OF LIFE FOR LIFE	Brazil	917297121	917297121	Dec 17 2019	41	Registered
<b>Canada</b>							
WeWork Companies Inc.	SOLFL	Canada	1962538			35,36,41	Pending
WeWork Companies Inc.	STUDENT OF LIFE FOR LIFE	Canada	1962536			35,36,41	Pending
<b>China</b>							
WeWork Companies Inc.	SOLFL	China	1484172	1484172	May 10 2019	35,36,41	Pending
WeWork Companies Inc.	STUDENT OF LIFE FOR LIFE	China	1489455	1489455	May 14 2019	35,36,41	Pending
<b>Colombia</b>							
WeWork Companies Inc.	SOLFL	Colombia	1484172	1484172	May 10 2019	35,36,41	Pending

WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Colombia	1489455	1489455	May 14 2019	35,36,41	Pending
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### Costa Rica

WeWork Companies Inc.	<b>SOLFL</b>	Costa Rica	2019-4039	284710	Dec 2 2019	35,36,41	Registered
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Costa Rica	2019-4040	285332	Jan 10 2020	35,36,41	Registered
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### EUTM

WeWork Companies Inc.	<b>SOLFL</b>	EUTM	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	EUTM	1489455	1489455	May 14 2019	35,36,41	Registered
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### Hong Kong

WeWork Companies Inc.	<b>SOLFL</b>	Hong Kong	304919491	304919491	May 9 2019	35,36,37,38,41,42	Registered
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Hong Kong	304919509	304919509	May 9 2019	35,36,41	Registered
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### India

WeWork Companies Inc.	<b>SOLFL</b>	India	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	India	1489455	1489455	May 14 2019	35,36,41	Pending
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### Indonesia

WeWork Companies Inc.	<b>SOLFL</b>	Indonesia	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Indonesia	1489455	1489455	May 14 2019	35,36,41	Pending
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### International Register

WeWork Companies Inc.	<b>SOLFL</b>	International Register	1484172	1484172	May 10 2019	35,36,41	Registered
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	International Register	1489455	1489455	May 14 2019	35,36,41	Registered
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**Israel**

WeWork Companies Inc.	<b>SOLFL</b>	Israel	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Israel	1489455	1489455	May 14 2019	35,36,41	Pending
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**Japan**

WeWork Companies Inc.	<b>SOLFL</b>	Japan	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Japan	1489455	1489455	May 14 2019	35,36,41	Pending
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**Korea (South)**

WeWork Companies Inc.	<b>SOLFL</b>	Korea (South)	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Korea (South)	1489455	1489455	May 14 2019	35,36,41	Pending
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**Mexico**

WeWork Companies Inc.	<b>SOLFL</b>	Mexico	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Mexico	1489455	1489455	May 14 2019	35,36,41	Pending
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**Morocco**

WeWork Companies Inc.	<b>SOLFL</b>	Morocco	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Morocco	1489455	1489455	May 14 2019	35,36,41	Pending
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**New Zealand**

WeWork Companies Inc.	<b>SOLFL</b>	New Zealand	1484172	1484172	May 10 2019	35,36,41	Registered
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	New Zealand	1489455	1489455	May 14 2019	35,36,41	Pending
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**Norway**

WeWork Companies Inc.	<b>SOLFL</b>	Norway	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Norway	1489455	1489455	May 14 2019	35,36,41	Pending
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**Philippines**

WeWork Companies Inc.	<b>SOLFL</b>	Philippines	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Philippines	1489455	1489455	May 14 2019	35,36,41	Pending
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**Russian Federation**

WeWork Companies Inc.	<b>SOLFL</b>	Russian Federation	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Russian Federation	1489455	1489455	May 14 2019	35,36,41	Pending
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**Singapore**

WeWork Companies Inc.	<b>SOLFL</b>	Singapore	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Singapore	1489455	1489455	May 14 2019	35,36	Pending
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**South Africa**

WeWork Companies Inc.	<b>SOLFL</b>	South Africa	2019/12787			35	Pending
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WeWork Companies Inc.	<b>SOLFL</b>	South Africa	2019/12788			36	Pending
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WeWork Companies Inc.	<b>SOLFL</b>	South Africa	2019/12789			41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	South Africa	2019/12784			35	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	South Africa	2019/12785			36	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	South Africa	2019/12786			41	Pending
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**Thailand**

WeWork Companies Inc.	<b>SOLFL</b>	Thailand	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Thailand	1489455	1489455	May 14 2019	35,36,41	Pending
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**United Kingdom**

WeWork Companies Inc.	<b>SOLFL</b>	United Kingdom	1484172	1484172	May 10 2019	35,36,41	Registered
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	United Kingdom	1489455	1489455	May 14 2019	35,36,41	Registered
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**United States of America**

WeWork Companies LLC	<b>SOLFL</b>	United States of America	88/254,028			35,36,41	Pending
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WeWork Companies LLC	<b>STUDENT OF LIFE FOR LIFE</b>	United States of America	88/424,376			35,36,41	Pending
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**Vietnam**

WeWork Companies Inc.	<b>SOLFL</b>	Vietnam	1484172	1484172	May 10 2019	35,36,41	Pending
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WeWork Companies Inc.	<b>STUDENT OF LIFE FOR LIFE</b>	Vietnam	1489455	1489455	May 14 2019	35,36,41	Pending
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TM Administrator - END OF REPORT

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