

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs International Bank, as Administrative Agent		08/03/2020	Corporation: ENGLAND AND WALES

## RECEIVING PARTY DATA

<b>Name:</b>	Designation Labs, LLC
<b>Street Address:</b>	3801 FRANKLIN STREET
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80205
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	WeWork Companies LLC
<b>Street Address:</b>	115 West 18th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10011
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	5643334	DESIGNATION
<b>Registration Number:</b>	4742750	THE FLATIRON SCHOOL
<b>Registration Number:</b>	6025232	CHANGE THINGS
<b>Serial Number:</b>	88522273	FLATIRON SCHOOL
<b>Serial Number:</b>	88510265	ACCESS LABS
<b>Serial Number:</b>	88522269	ACCESS LABS
<b>Serial Number:</b>	88510260	LEARN. LOVE. CODE.

## CORRESPONDENCE DATA

Fax Number: 2026375910

*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: 2026375600

Email: DCPTOTrademarkMail@hoganlovells.com

TRADEMARK

**Correspondent Name:** Brendan C. Quinn of Hogan Lovells US LLP  
**Address Line 1:** 555 13th Street NW  
**Address Line 4:** Washington, D.C. 20004

**NAME OF SUBMITTER:** Brendan C. Quinn of Hogan Lovells US LLP

**SIGNATURE:** /BrendanCQuinn/

**DATE SIGNED:** 06/14/2021

**Total Attachments: 4**

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Termination and Release”) dated as of August 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 by that certain First Amendment, dated as of February 10, 2020 and by that certain Second Amendment to the Credit Agreement, dated as of April 1, 2020 and as may be further 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 DESIGNATION LABS LLC, a Delaware limited liability company (“Designation Labs”), and WEWORK COMPANIES LLC, a Delaware limited liability company (“WeWork” and, together with Designation Labs, the “Grantors” and, each, a “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 (as amended by that certain First Amendment to the Security Agreement, dated as of April 1, 2020 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, 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, Grantors and the other subsidiaries of WeWork party thereto (the “Trademark Security Agreement”), each 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 such 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.

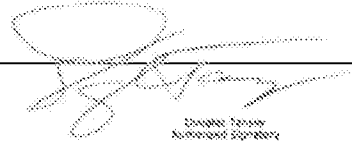
3. Further Assurances. The Grantee hereby agrees, at WeWork's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page Follows]

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: \_\_\_\_\_



Goldman Sachs  
Authorized Signature

SCHEDULE I

	<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner (USPTO)</b>
1.	DESIGNATION	5643334	87929911	Designation Labs LLC
2.	THE FLATIRON SCHOOL	4742750	86390974	WeWork Companies LLC
3.	FLATIRON SCHOOL	N/A	88522273	WeWork Companies LLC
4.	ACCESS LABS	N/A	88510265	WeWork Companies LLC
5.	ACCESS LABS	N/A	88522269	WeWork Companies LLC
6.	LEARN.LOVE.CODE	N/A	88510260	WeWork Companies LLC
7.	CHANGE THINGS	6025232	88292921	WeWork Companies LLC