

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMMON DESK OPERATIONS LLC		07/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS INTERNATIONAL BANK, as administrative agent		
Street Address:	2001 Ross Avenue, 29th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Unlimited Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6694136	DAYMAKER	
Registration Number:	6698238	COMMON DESK	
Registration Number:	5640758	FICTION COFFEE FICTION	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	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		
ATTORNEY DOCKET NUMBER:	30045.00502		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	07/22/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 15, 2022, is among the COMMON DESK OPERATIONS LLC (the “Grantor”) and GOLDMAN SACHS INTERNATIONAL BANK, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SOFTBANK GROUP CORP., a Japanese joint-stock company, WEWORK COMPANIES LLC, a Delaware limited liability company, have entered into the Credit Agreement dated as of December 27, 2019, with the Secured Parties party thereto from time to time, and GOLDMAN SACHS INTERNATIONAL BANK, as administrative agent (as amended by the First Amendment, dated as of February 10, 2020, the Second Amendment to the Credit Agreement, dated as of April 1, 2020, the Third Amendment dated as of December 6, 2021, the Fourth Amendment dated as of May 10, 2022 and as further amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the “Credit Agreement”). Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the issuance of Letters of Credit by the Secured Parties from time to time and the entry into Swap Agreements by certain Secured Parties from time to time, Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of February 10, 2020 among each Grantor party thereto from time to time and the Administrative Agent, as amended by the Second Amendment to the Credit Agreement and First Amendment to the Security Agreement, dated as of April 1, 2020 (as further amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the prompt and complete payment and performance of all Secured Obligations, Grantor hereby pledges, assigns, transfers and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under all Intellectual Property, including the following (the “Collateral”):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles, whether registered or unregistered in the United States and any other country or any political subdivision thereof, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;

(b) all renewals of the foregoing;

(c) all income, royalties, damages, claims, and payments now and/or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages, claims, and payments for past and future infringements or other violations of any of the foregoing;

(d) all rights to sue or otherwise recover for past, present, and future infringements or other violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights corresponding to any of the foregoing throughout the world ("Trademarks") including, without limitation, all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office set forth in Schedule I hereto (as may be supplemented from time to time);

provided that notwithstanding anything to the contrary contained in the foregoing clause the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property, including, but not limited to, any intent-to-use trademark application prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Secured Obligations of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or other electronic imaging (including in .pdf or format) means shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

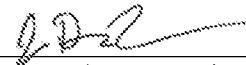
SECTION 6. Governing Law; Jurisdiction; WAIVER OF JURY TRIAL; Etc. Sections 7.14 and 7.15 of the Security Agreement shall apply to this IP Security Agreement, *mutatis mutandis*, as if it

had been fully set forth herein, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

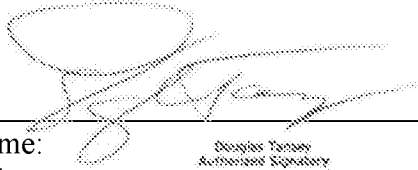
IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

COMMON DESK OPERATIONS LLC

By: 
Name: Jared DeMatteis
Title: Chief Legal Officer and Secretary

[Signature Page to IP Security Agreement]

GOLDMAN SACHS INTERNATIONAL BANK,
as Controlling Administrative Agent and Shared Collateral
Agent

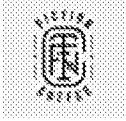
By: 
Name: _____
Title: _____

Douglas Tansley
Authorized Signatory

[Signature Page to IP Security Agreement]

Schedule I
to
Trademark Security Agreement

TRADEMARKS

Mark	Country	App. No./App. Date	Reg. No./Reg. Date	Class	Grantor
DAYMAKER	US	90900233 24-AUG-2021	6694136 05-APR-2022	36	COMMON DESK OPERATIONS LLC
COMMON DESK	US	90660478 21-APR-2021	6698238 12-APR-2022	36	COMMON DESK OPERATIONS LLC
FICTION COFFEE FICTION 	US	87747483 08-JAN-2018	5640758 01-JAN-2019	43	COMMON DESK OPERATIONS LLC