

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798313

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|-----------------------------------|--|-----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WeWork Companies LLC | | 01/03/2023 | Limited Liability Company: DELAWARE |
| Euclid LLC | | 01/03/2023 | Limited Liability Company: DELAWARE |
| SPACIOUS TECHNOLOGIES, LLC | | 01/03/2023 | Limited Liability Company: DELAWARE |
| COMMON DESK OPERATIONS LLC | | 01/03/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank Trust Company, National Association, as Collateral Agent | | |
| Street Address: | 100 Wall Street | | |
| Internal Address: | Suite 600 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 55 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6698238 | COMMON DESK | |
| Registration Number: | 6694136 | DAYMAKER | |
| Registration Number: | 5640758 | FICTION COFFEE FICTION | |
| Registration Number: | 5101498 | EUCLID ANALYTICS | |
| Registration Number: | 5752023 | S | |
| Registration Number: | 5124657 | S | |
| Registration Number: | 5036839 | SPACIOUS | |
| Registration Number: | 5176213 | BE THE FOUNDER OF YOUR LIFE | |
| Registration Number: | 5549050 | BY WE | |
| Registration Number: | 6025232 | CHANGE THINGS | |
| Registration Number: | 5430212 | CREATOR AWARDS | |
| Registration Number: | 5251841 | CREATOR AWARDS | |
| Registration Number: | 4834367 | DO WHAT YOU LOVE | |
| | | TRADEMARK | |

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 5423743 | MAILROOM |
| Registration Number: | 6839601 | POWERED BY WE |
| Registration Number: | 6839602 | POWERED BY WE |
| Registration Number: | 4996094 | THANK GOD IT'S MONDAY |
| Registration Number: | 6873371 | THAT'S HOW TOMORROW WORKS |
| Registration Number: | 4742750 | THE FLATIRON SCHOOL |
| Registration Number: | 5958745 | W |
| Registration Number: | 5868965 | WE |
| Registration Number: | 6775115 | WE |
| Registration Number: | 6569500 | WE |
| Registration Number: | 6885124 | WE |
| Registration Number: | 6201031 | WE |
| Registration Number: | 6511650 | WE |
| Registration Number: | 6403887 | WE |
| Registration Number: | 5144928 | WE MEMBERSHIP |
| Registration Number: | 3784452 | WE WORK |
| Registration Number: | 6042786 | WECOMMUNITY |
| Registration Number: | 6148334 | WEGROW |
| Registration Number: | 5783363 | WEGROW |
| Registration Number: | 4983663 | WELIVE |
| Registration Number: | 5380816 | WELIVE |
| Registration Number: | 5675496 | WELIVE |
| Registration Number: | 5763695 | WELIVE |
| Registration Number: | 5033257 | WELIVE |
| Registration Number: | 5042982 | WELIVE |
| Registration Number: | 5049826 | WELKIO |
| Registration Number: | 6033948 | WELOVE |
| Registration Number: | 5504982 | WEWORK |
| Registration Number: | 6679990 | WEWORK |
| Registration Number: | 5980652 | WEWORK |
| Registration Number: | 4898712 | WEWORK |
| Registration Number: | 4838465 | WEWORK |
| Registration Number: | 5595961 | WEWORK |
| Registration Number: | 4015942 | WEWORK |
| Registration Number: | 4453874 | WEWORK |
| Registration Number: | 5119653 | WEWORK |
| Registration Number: | 5119654 | WEWORK |
| Registration Number: | 5276604 | WEWORK |

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 6059581 | WEWORK |
| Registration Number: | 6322367 | WEWORK |
| Registration Number: | 5505947 | WEWORK CREATOR AWARDS |
| Registration Number: | 4818504 | WEWORK LABS |

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Wentao Zhai

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

| | |
|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | Wentao Zhai-75162.0044 |
| NAME OF SUBMITTER: | Wentao Zhai |
| SIGNATURE: | /Wentao Zhai/ |
| DATE SIGNED: | 03/28/2023 |

Total Attachments: 12

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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 January 3, 2023, is among the entities listed on Schedule II hereto (each, a “Grantor” and, collectively, the “Grantors”) and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, WEWORK COMPANIES LLC, a Delaware limited liability company (the “Company”), has entered into the Senior Secured Notes Indenture dated as of January 3, 2023, with U.S. BANK NATIONAL ASSOCIATION, as Trustee and Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”). Terms defined in the Indenture or in the Security Agreement and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event a term is defined differently in the Indenture 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 Notes by the Company under the Purchase Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated January 3, 2023, among the Grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such 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, each Grantor agrees as follows:

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

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 each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such 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. Each 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. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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, the Grantors and the Collateral 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.

WEWORK COMPANIES LLC

By:  _____
Name: Andre Fernandez
Title: Chief Financial Officer &
Treasurer

COMMON DESK OPERATIONS LLC

By: WeWork Companies LLC, as Sole
Member

By: 
Name: Andre Fernandez
Title: Chief Financial Officer &
Treasurer

EUCLID LLC

By: WeWork Companies LLC, as Sole
Member

By: 
Name: Andre Fernandez
Title: Chief Financial Officer &
Treasurer

SPACIOUS TECHNOLOGIES, LLC

By: WeWork Companies LLC, as Sole
Member

By: 
Name: Andre Fernandez
Title: Chief Financial Officer &
Treasurer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Collateral
Agent

By: _____

Name: Christopher J. Grell
Title: Vice President



[Signature Page to Trademark Security Agreement]

Schedule I
to
Intellectual Property Security Agreement

| Row No. | Mark | Serial No. Filing Date | Registration No. Registration Date | Status | Current Owner of Record |
|---------|------------------------------------|------------------------|------------------------------------|------------|----------------------------|
| 1. | COMMON DESK | 90660478 4/21/2021 | 6698238 4/12/2022 | Registered | COMMON DESK OPERATIONS LLC |
| 2. | DAYMAKER | 90900233 8/24/2021 | 6694136 4/5/2022 | Registered | COMMON DESK OPERATIONS LLC |
| 3. | FICTION COFFEE FICTION & Design | 87747483 1/8/2018 | 5640758 1/1/2019 | Registered | COMMON DESK OPERATIONS LLC |
| 4. | EUCLID ANALYTICS | 86748614 9/4/2015 | 5101498 12-13-16 | Registered | Euclid LLC |
| 5. | S Design | 87552659 8/2/2017 | 5752023 5/14/2019 | Registered | SPACIOUS TECHNOLOGIES, LLC |
| 6. | S Design | 86212862 3/6/2014 | 5124657 1/17/2017 | Registered | SPACIOUS TECHNOLOGIES, LLC |
| 7. | SPACIOUS | 85966196 6/21/2013 | 5036839 9/6/2016 | Registered | SPACIOUS TECHNOLOGIES, LLC |
| 8. | BE THE FOUNDER OF YOUR LIFE | 87156485 8/31/2016 | 5176213 4/4/2017 | Registered | WeWork Companies LLC |
| 9. | BY WE | 87662672 10/27/2017 | 5549050 8/28/2018 | Registered | WeWork Companies LLC |
| 10. | CHANGE THINGS | 88292921 2/7/2019 | 6025232 3/31/2020 | Registered | WeWork Companies LLC |
| 11. | CREATOR AWARDS | 87275136 12/20/2016 | 5430212 3/20/2018 | Registered | WeWork Companies LLC |
| 12. | CREATOR AWARDS | 86856575 12/22/2015 | 5251841 7/25/2017 | Registered | WeWork Companies LLC |
| 13. | DO WHAT YOU LOVE | 86062112 9/11/2013 | 4834367 10/20/2015 | Registered | WeWork Companies LLC |
| 14. | MAILROOM | 86577060 3/26/2015 | 5423743 3/13/2018 | Registered | WeWork Companies LLC |
| 15. | POWERED BY WE | 87597679 9/6/2017 | 6839601 9/6/2022 | Registered | WeWork Companies LLC |
| 16. | POWERED BY WE | 87598286 9/6/2018 | 6839602 9/6/2022 | Registered | WeWork Companies LLC |
| 17. | THANK GOD IT'S MONDAY | 86636059 5/20/2015 | 4996094 7/12/2016 | Registered | WeWork Companies LLC |
| 18. | THAT'S HOW TOMORROW WORKS | 90188409 9/17/2020 | 6873371 10/11/2022 | Registered | WeWork Companies LLC |
| 19. | THE FLATIRON SCHOOL | 86390974 9/10/2014 | 4742750 5/26/2015 | Registered | WeWork Companies LLC |
| 20. | W AND RAINBOW | 88166931 10/24/2018 | 5958745 1/14/2020 | Registered | WeWork Companies LLC |

| Row No. | Mark | Serial No. Filing Date | Registration No. Registration Date | Status | Current Owner of Record |
|---------|---------------|------------------------|------------------------------------|------------|-------------------------|
| 21. | WE | 87643900 10/12/2017 | 5868965 9/24/2019 | Registered | WeWork Companies LLC |
| 22. | WE | 87979850 10/12/2017 | 6775115 6/28/2022 | Registered | WeWork Companies LLC |
| 23. | WE | 86631398 5/15/2015 | 6569500 11/23/2021 | Registered | WeWork Companies LLC |
| 24. | WE | 88232116 12/17/2018 | 6885124 10/25/2022 | Registered | WeWork Companies LLC |
| 25. | WE | 88195626 11/15/2018 | 6201031 11/17/2020 | Registered | WeWork Companies LLC |
| 26. | WE | 86984611 5/15/2015 | 6511650 10/5/2021 | Registered | WeWork Companies LLC |
| 27. | WE & Design | 87983865 10/12/2017 | 6403887 6/29/2021 | Registered | WeWork Companies LLC |
| 28. | WE MEMBERSHIP | 86970677 4/11/2016 | 5144928 2/21/2017 | Registered | WeWork Companies LLC |
| 29. | WE WORK | 77833178 9/23/2009 | 3784452 5/4/2010 | Registered | WeWork Companies LLC |
| 30. | WECOMMUNITY | 86948112 3/22/2016 | 6042786 4/28/2020 | Registered | WeWork Companies LLC |
| 31. | WEGROW | 88254079 1/8/2019 | 6148334 9/8/2020 | Registered | WeWork Companies LLC |
| 32. | WEGROW | 87980783 10/25/2017 | 5783363 6/18/2019 | Registered | WeWork Companies LLC |
| 33. | WELIVE | 86147150 12/18/2013 | 4983663 6/21/2016 | Registered | WeWork Companies LLC |
| 34. | WELIVE | 86084940 10/7/2013 | 5380816 1/16/2018 | Registered | WeWork Companies LLC |
| 35. | WELIVE | 86483282 12/17/2014 | 5675496 2/12/2019 | Registered | WeWork Companies LLC |
| 36. | WELIVE | 86596496 4/14/2015 | 5763695 5/28/2019 | Registered | WeWork Companies LLC |
| 37. | WELIVE | 86976953 4/14/2015 | 5033257 8/30/2016 | Registered | WeWork Companies LLC |
| 38. | WELIVE | 86979815 12/17/2014 | 5042982 9/13/2016 | Registered | WeWork Companies LLC |
| 39. | WELKIO | 86948182 3/22/2016 | 5049826 9/27/2016 | Registered | WeWork Companies LLC |
| 40. | WELOVE | 86779850 10/6/2015 | 6033948 4/14/2020 | Registered | WeWork Companies LLC |

| Row No. | Mark | Serial No. Filing Date | Registration No. Registration Date | Status | Current Owner of Record |
|---------|-----------------------|------------------------|------------------------------------|------------|-------------------------|
| 41. | WEWORK | 87977502 4/19/2016 | 5504982 6/26/2018 | Registered | WeWork Companies LLC |
| 42. | WEWORK | 88549445 7/30/2019 | 6679990 3/22/2022 | Registered | WeWork Companies LLC |
| 43. | WEWORK | 88057957 7/30/2018 | 5980652 2/11/2020 | Registered | WeWork Companies LLC |
| 44. | WEWORK | 86709813 7/30/2015 | 4898712 2/9/2016 | Registered | WeWork Companies LLC |
| 45. | WEWORK | 86977013 11/12/2013 | 4838465 10/20/2015 | Registered | WeWork Companies LLC |
| 46. | WEWORK | 86554318 3/5/2015 | 5595961 10/30/2018 | Registered | WeWork Companies LLC |
| 47. | WEWORK | 85231506 2/1/2011 | 4015942 8/23/2011 | Registered | WeWork Companies LLC |
| 48. | WEWORK | 85883629 3/22/2013 | 4453874 12/24/2013 | Registered | WeWork Companies LLC |
| 49. | WEWORK | 85868853 3/6/2013 | 5119653 1/10/2017 | Registered | WeWork Companies LLC |
| 50. | WEWORK | 85868860 3/6/2013 | 5119654 1/10/2017 | Registered | WeWork Companies LLC |
| 51. | WEWORK | 86116984 11/12/2013 | 5276604 8/29/2017 | Registered | WeWork Companies LLC |
| 52. | WEWORK | 88166109 10/23/2018 | 6059581 5/19/2020 | Registered | WeWork Companies LLC |
| 53. | WEWORK | 87006295 4/19/2016 | 6322367 4/13/2021 | Registered | WeWork Companies LLC |
| 54. | WEWORK CREATOR AWARDS | 87299391 1/12/2017 | 5505947 7/3/2018 | Registered | WeWork Companies LLC |
| 55. | WEWORK LABS | 86088019 10/10/2013 | 4818504 9/22/2015 | Registered | WeWork Companies LLC |

Schedule II
to
Intellectual Property Security Agreement

| Entity Name | Jurisdiction | Address |
|-------------------------------|---------------------|--|
| WeWork Companies LLC | Delaware | 75 Rockefeller Plaza 10th Floor New York, NY 10019 |
| COMMON DESK OPERATIONS LLC | Delaware | 75 Rockefeller Plaza 10th Floor New York, NY 10019 |
| Euclid LLC | Delaware | 75 Rockefeller Plaza 10th Floor New York, NY 10019 |
| SPACIOUS TECHNOLOGIES, LLC | Delaware | 75 Rockefeller Plaza 10th Floor New York, NY 10019 |