

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WeWork Companies LLC		05/05/2023	Limited Liability Company: DELAWARE
Common Desk Operations LLC		05/05/2023	Limited Liability Company: DELAWARE
Euclid LLC		05/05/2023	Limited Liability Company: DELAWARE
Spacious Technologies, LLC		05/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association		
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: 49			
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:	5176213	BE THE FOUNDER OF YOUR LIFE	
Registration Number:	5549050	BY WE	
Registration Number:	5430212	CREATOR AWARDS	
Registration Number:	5251841	CREATOR AWARDS	
Registration Number:	4834367	DO WHAT YOU LOVE	
Registration Number:	5423743	MAILROOM	
Registration Number:	6839601	POWERED BY WE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	6839602	POWERED BY WE
Registration Number:	6873371	THAT'S HOW TOMORROW WORKS
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:	5380816	WELIVE
Registration Number:	5675496	WELIVE
Registration Number:	5763695	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
Registration Number:	6059581	WEWORK
Registration Number:	6322367	WEWORK
Registration Number:	5505947	WEWORK CREATOR AWARDS
Registration Number:	4818504	WEWORK LABS
Registration Number:	7006507	WE

CORRESPONDENCE DATA

**TRADEMARK
REEL: 008065 FRAME: 0874**

Fax Number: 3128622200

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: 3128622272

Email: carrie.rosenberg@kirkland.com

Correspondent Name: Carrie Rosenburg

Address Line 1: Kirkland and Ellis

Address Line 2: 300 N LaSalle

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	45584-18
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NAME OF SUBMITTER:	Carrie Rosenburg
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SIGNATURE:	/Carrie Rosenburg/
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DATE SIGNED:	05/09/2023
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Total Attachments: 15

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Reference is made to the Intercreditor Agreement, dated as of May 5, 2023, among WEWORK COMPANIES LLC, as the Company (as defined therein), the other Grantors (as defined therein) from time to time party thereto, GOLDMAN SACHS INTERNATIONAL BANK, as Authorized Representative for the Credit Agreement Secured Parties (as each such term is defined therein), U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Authorized Representative for the Senior Secured Notes Secured Parties (as defined therein), U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Authorized Representative for the Second Priority Lien Secured Parties (as defined therein), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Authorized Representative for the Third Priority Lien Secured Parties (as defined therein) (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Intercreditor Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (ii) authorizes (or is deemed to authorize) the Authorized Representative for the Credit Agreement Secured Parties and Authorized Representative for the Senior Secured Notes Secured Parties on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iii) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person. All capitalized terms used in the foregoing provision and not otherwise defined in the foregoing provision shall have the meaning assigned to such terms in the Intercreditor Agreement.

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

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 May 5, 2023, is among the entities listed on Schedule II hereto (each, a “Grantor” and, collectively, the “Grantors”) and U.S. BANK TRUST COMPANY, 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 “Issuer”) and WW CO-OBLIGOR INC. (the “Co-Obligor”, and together with the Issuer, the “Issuers”), have entered into the First Lien Indenture, dated as of May 5, 2023, with U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee and Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Indenture”). Terms defined in the First Lien Indenture or in the Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Indenture or the Security Agreement, as the case may be (and in the event a term is defined differently in the First Lien 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 the First Lien Notes by the Issuer, Grantor has executed and delivered that certain Pledge and Security Agreement, dated May 5, 2023, among each Grantor 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, the 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 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 Collateral 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"):

(i) (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; and (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); and

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.

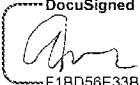
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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

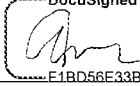
DocuSigned by:

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

[Signature Page to 1L Trademark Security Agreement]

TRADEMARK
REEL: 008065 FRAME: 0879

COMMON DESK OPERATIONS LLC

By: WeWork Companies LLC, as Sole
Member

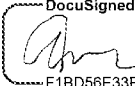
By:  DocuSigned by:
E1BD56E33BD0438
Name: Andre Fernandez
Title: Chief Financial Officer &
Treasurer

[Signature Page to 1L Trademark Security Agreement]

**TRADEMARK
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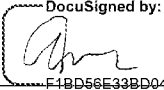
EUCLID LLC

By: WeWork Companies LLC, as Sole
Member

By:  DocuSigned by:
F1BD56E33BD0438...
Name: Andre Fernandez
Title: Chief Financial Officer &
Treasurer

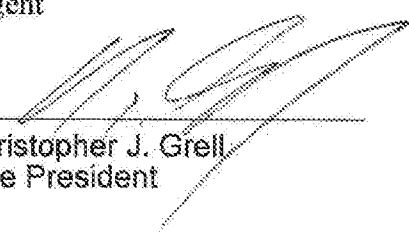
SPACIOUS TECHNOLOGIES, LLC

By: WeWork Companies LLC, as Sole
Member

By:  DocuSigned by:
F19D56E33BD0438...
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 LL Trademark Security Agreement]

TRADEMARK
REEL: 008065 FRAME: 0883

Schedule I
to
Intellectual Property Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS¹

¹ NTD: Previously granted security interests to U.S. Bank are to be released

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.	BE THE FOUNDER OF YOUR LIFE	87156485 8/31/2016	5176213 4/4/2017	Registered	WeWork Companies LLC
8.	BY WE	87662672 10/27/2017	5549050 8/28/2018	Registered	WeWork Companies LLC
9.	CREATOR AWARDS	87275136 12/20/2016	5430212 3/20/2018	Registered	WeWork Companies LLC
10.	CREATOR AWARDS	86856575 12/22/2015	5251841 7/25/2017	Registered	WeWork Companies LLC
11.	DO WHAT YOU LOVE	86062112 9/11/2013	4834367 10/20/2015	Registered	WeWork Companies LLC
12.	MAILROOM	86577060 3/26/2015	5423743 3/13/2018	Registered	WeWork Companies LLC
13.	POWERED BY WE	87597679 9/6/2017	6839601 9/6/2022	Registered	WeWork Companies LLC

Row No	Mark	Serial No Filing Date	Registration No Registration Date	Status	Current Owner of Record
14.	POWERED BY WE	87598286 9/6/2018	6839602 9/6/2022	Registered	WeWork Companies LLC
15.	THAT'S HOW TOMORROW WORKS	90188409 9/17/2020	6873371 10/11/2022	Registered	WeWork Companies LLC
16.	W AND RAINBOW	88166931 10/24/2018	5958745 1/14/2020	Registered	WeWork Companies LLC
17.	WE	87643900 10/12/2017	5868965 9/24/2019	Registered	WeWork Companies LLC
18.	WE	87979850 10/12/2017	6775115 6/28/2022	Registered	WeWork Companies LLC
19.	WE	86631398 5/15/2015	6569500 11/23/2021	Registered	WeWork Companies LLC
20.	WE	88232116 12/17/2018	6885124 10/25/2022	Registered	WeWork Companies LLC
21.	WE	88195626 11/15/2018	6201031 11/17/2020	Registered	WeWork Companies LLC
22.	WE	86984611 5/15/2015	6511650 10/5/2021	Registered	WeWork Companies LLC
23.	WE & Design	87983865 10/12/2017	6403887 6/29/2021	Registered	WeWork Companies LLC
24.	WE MEMBERSHIP	86970677 4/11/2016	5144928 2/21/2017	Registered	WeWork Companies LLC
25.	WE WORK	77833178 9/23/2009	3784452 5/4/2010	Registered	WeWork Companies LLC
26.	WE COMMUNITY	86948112 3/22/2016	6042786 4/28/2020	Registered	WeWork Companies LLC

Row No	Mark	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
27.	WEGROW	88254079 1/8/2019	6148334 9/8/2020	Registered	WeWork Companies LLC
28.	WEGROW	87980783 10/25/2017	5783363 6/18/2019	Registered	WeWork Companies LLC
29.	WELIVE	86084940 10/7/2013	5380816 1/16/2018	Registered	WeWork Companies LLC
30.	WELIVE	86483282 12/17/2014	5675496 2/12/2019	Registered	WeWork Companies LLC
31.	WELIVE	86596496 4/14/2015	5763695 5/28/2019	Registered	WeWork Companies LLC
32.	WELKIO	86948182 3/22/2016	5049826 9/27/2016	Registered	WeWork Companies LLC
33.	WELOVE	86779650 10/6/2015	6033948 4/14/2020	Registered	WeWork Companies LLC
34.	WEWORK	87977502 4/19/2016	5504982 6/26/2018	Registered	WeWork Companies LLC
35.	WEWORK	88549445 7/30/2019	6679990 3/22/2022	Registered	WeWork Companies LLC
36.	WEWORK	88057957 7/30/2018	5980652 2/11/2020	Registered	WeWork Companies LLC
37.	WEWORK	86709813 7/30/2015	4898712 2/9/2016	Registered	WeWork Companies LLC
38.	WEWORK	86977013 11/12/2013	4838465 10/20/2015	Registered	WeWork Companies LLC
39.	WEWORK	86554318 3/5/2015	5595961 10/30/2018	Registered	WeWork Companies LLC

Row No	Mark	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
40.	WEWORK	85231506 2/1/2011	4015942 8/23/2011	Registered	WeWork Companies LLC
41.	WEWORK	85883629 3/22/2013	4453874 12/24/2013	Registered	WeWork Companies LLC
42.	WEWORK	85868653 3/6/2013	5119653 1/10/2017	Registered	WeWork Companies LLC
43.	WEWORK	85868660 3/6/2013	5119654 1/10/2017	Registered	WeWork Companies LLC
44.	WEWORK	86116984 11/12/2013	5276604 8/29/2017	Registered	WeWork Companies LLC
45.	WEWORK	88166109 10/23/2018	6059581 5/19/2020	Registered	WeWork Companies LLC
46.	WEWORK	87006295 4/19/2016	6322367 4/13/2021	Registered	WeWork Companies LLC
47.	WEWORK CREATOR AWARDS	87299391 1/12/2017	5505947 7/3/2018	Registered	WeWork Companies LLC
48.	WEWORK LABS	86088019 10/10/2013	4818504 9/22/2015	Registered	WeWork Companies LLC
49.	WE and Design	88232262 12/17/2018	7006507 03/21/2023	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