

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEWORK COMPANIES U.S. LLC		12/28/2023	Limited Liability Company: DELAWARE
COMMON DESK OPERATIONS LLC		12/28/2023	Limited Liability Company: DELAWARE
SPACIOUS TECHNOLOGIES, LLC		12/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS INTERNATIONAL BANK, as shared collateral agent		
Street Address:	2001 Ross Avenue, 29th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	International Banking Association: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	5430212	CREATOR AWARDS	
Registration Number:	5504982	WEWORK	
Registration Number:	5505947	WEWORK CREATOR AWARDS	
Registration Number:	5783363	WEGROW	
Registration Number:	6839601	POWERED BY WE	
Registration Number:	6839602	POWERED BY WE	
Registration Number:	5868965	WE	
Registration Number:	6775115	WE	
Registration Number:	7151095	WE	
Registration Number:	6148334	WEGROW	
Registration Number:	6025232	CHANGE THINGS	
Registration Number:	6679990	WEWORK	
Registration Number:	6569500	WE	
Registration Number:	5549050	BY WE	
Registration Number:	5251841	CREATOR AWARDS	

CH \$1315.00 5430212

Property Type	Number	Word Mark
Registration Number:	4834367	DO WHAT YOU LOVE
Registration Number:	5423743	MAILROOM
Registration Number:	5958745	W
Registration Number:	6885124	WE
Registration Number:	6201031	WE
Registration Number:	7006507	WE
Registration Number:	5144928	WE MEMBERSHIP
Registration Number:	6042786	WECOMMUNITY
Registration Number:	5380816	WELIVE
Registration Number:	5675496	WELIVE
Registration Number:	5763695	WELIVE
Registration Number:	5049826	WELKIO
Registration Number:	6033948	WELOVE
Registration Number:	4818504	WEWORK LABS
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:	6694136	DAYMAKER
Registration Number:	6698238	COMMON DESK
Registration Number:	5640758	FICTION COFFEE FICTION
Registration Number:	5752023	S
Registration Number:	6873371	THAT'S HOW TOMORROW WORKS
Registration Number:	6511650	WE
Registration Number:	6403887	WE
Registration Number:	7231574	WEWORK WORKPLACE
Registration Number:	7170215	WEWORK ALL ACCESS
Registration Number:	7146039	WEWORK ON DEMAND
Registration Number:	7190222	HERE WE WILL
Serial Number:	97640830	WEWORK WORKPLACE

CORRESPONDENCE DATA**Fax Number:** 2028357586*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:** 2028357500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos, Esq.**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, LLP**Address Line 4:** Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00657
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NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	01/05/2024
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated December 28, 2023, is among the entities that are signatories hereto (together, the “Grantors”, and each, a “Grantor”) and GOLDMAN SACHS INTERNATIONAL BANK, as shared collateral agent (the “Shared Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WEWORK COMPANIES U.S. LLC (in such capacity, the “Borrower”), a Delaware limited liability company, has entered into the Senior Secured Debtor-in-Possession Credit Agreement dated as of December 19, 2023, with the Secured Parties party thereto from time to time, the Shared Collateral Agent and the other parties thereto (as amended, amended and restated, supplemented 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 extension of credit to the Borrower in the form of Letters of Credit by the Issuing Banks and in the form of Term Loans by the Junior TLC Facility Lender, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated December 19, 2023, among each Grantor party thereto from time to time, the Shared Collateral Agent and each Additional 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 Shared 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 Obligations, each Grantor hereby pledges and grants to the Shared Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all Intellectual Property of such Grantor, 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 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.

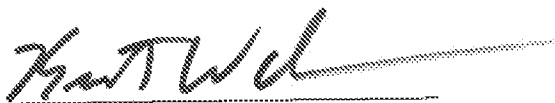
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Shared Collateral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

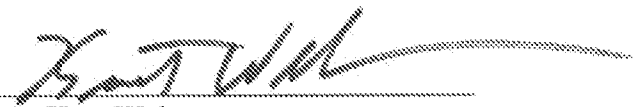
By: 

Name: Kurt Wehner

Title: Chief Financial Officer

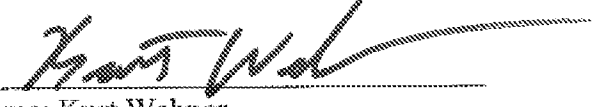
COMMON DESK OPERATIONS LLC

By: WEWORK COMPANIES U.S. LLC, as
Sole Member

By: 
Name: Kurt Wehner
Title: Chief Financial Officer

SPACIOUS TECHNOLOGIES, LLC

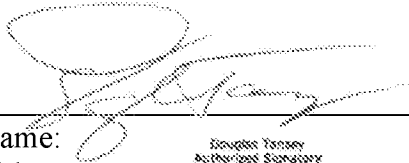
By: WEWORK COMPANIES U.S. LLC, as
Sole Member

By: 

Name: Kurt Wehner

Title: Chief Financial Officer

**GOLDMAN SACHS INTERNATIONAL
BANK,**
as Shared Collateral Agent

By: 
Name: _____
Title: _____


Ernest Tansley
Authorized Signatory

Schedule I
to
IP Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark	Reg. #	Appl. #	Owner (USPTO)¹
1.	CREATOR AWARDS	5,430,212	87275136	WeWork Companies LLC
2.	WEWORK	5,504,982	87977502	WeWork Companies LLC
3.	WEWORK CREATOR AWARDS	5,505,947	87299391	WeWork Companies LLC
4.	WEGROW	5,783,363	87980783	WeWork Companies LLC
5.	POWERED BY WE	6839601	87597679	WeWork Companies LLC
6.	POWERED BY WE	6839602	87598286	WeWork Companies LLC
7.	WE	5,868,965	87643900	WeWork Companies LLC
8.	WE	6775115	87979850	WeWork Companies LLC
9.	WE	7151095	88252003	WeWork Companies LLC
10.	WEGROW	6148334	88254079	WeWork Companies LLC
11.	CHANGE THINGS	6025232	88292921	WeWork Companies LLC
12.	WEWORK	6679990	88549445	WeWork Companies LLC
13.	WE	6569500	86631398	WeWork Companies LLC
14.	BY WE	5,549,050	87662672	WeWork Companies LLC
15.	CREATOR AWARDS	5,251,841	86856575	WeWork Companies LLC
16.	DO WHAT YOU LOVE	4,834,367	86062112	WeWork Companies LLC
17.	MAILROOM	5,423,743	86577060	WeWork Companies LLC
18.	W AND RAINBOW	5958745	88166931	WeWork Companies LLC
19.	WE	6885124	88232116	WeWork Companies LLC
20.	WE	6201031	88195626	WeWork Companies LLC
21.	WE and Design	7006507	88232262	WeWork Companies LLC
22.	WE MEMBERSHIP	5,144,928	86970677	WeWork Companies LLC
23.	WECOMMUNITY	6042786	86948112	WeWork Companies LLC
24.	WELIVE	5,380,816	86084940	WeWork Companies LLC
25.	WELIVE	5,675,496	86483282	WeWork Companies LLC
26.	WELIVE	5,763,695	86596496	WeWork Companies LLC
27.	WELKIO	5,049,826	86948182	WeWork Companies LLC
28.	WELOVE	6033948	86779850	WeWork Companies LLC
29.	WEWORK LABS	4,818,504	86088019	WeWork Companies LLC
30.	WEWORK	5980652	88057957	WeWork Companies LLC
31.	WEWORK	4,898,712	86709813	WeWork Companies LLC
32.	WEWORK	4,838,465	86977013	WeWork Companies LLC
33.	WEWORK	5,595,961	86554318	WeWork Companies LLC
34.	WEWORK	4,015,942	85231506	WeWork Companies LLC
35.	WEWORK	4,453,874	85883629	WeWork Companies LLC
36.	WEWORK	5,119,653	85868853	WeWork Companies LLC
37.	WEWORK	5,119,654	85868860	WeWork Companies LLC
38.	WEWORK	5,276,604	86116984	WeWork Companies LLC
39.	WEWORK	6059581	88166109	WeWork Companies LLC
40.	WEWORK	6322367	87006295	WeWork Companies LLC
41.	DAYMAKER	6694136	90900233	COMMON DESK OPERATIONS LLC

¹ WeWork Companies U.S. LLC is f/k/a WeWork Companies LLC.

	Trademark	Reg. #	Appl. #	Owner (USPTO) ¹
42.	COMMON DESK	6698238	90660478	COMMON DESK OPERATIONS LLC
43.	FICTION COFFEE FICTION 	5640758	87747483	COMMON DESK OPERATIONS LLC
44.	S Design	5752023	87552659	SPACIOUS TECHNOLOGIES, LLC
45.	THAT'S HOW TOMORROW WORKS	6873371	90188409	WeWork Companies LLC
46.	WE	6511650	86984611	WeWork Companies LLC
47.	WE & Design	6403887	87983865	WeWork Companies LLC
48.	WEWORK WORKPLACE	7231574	97064552	WeWork Companies LLC
49.	WEWORK ALL ACCESS	7170215	90469465	WeWork Companies LLC
50.	WEWORK ON DEMAND	7146039	90424717	WeWork Companies LLC
51.	HERE WE WILL	7190222	90671199	WeWork Companies LLC
52.	WEWORK WORKPLACE		97640830 (Pending)	WeWork Companies LLC