TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WeWork Companies Inc.		09/08/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	86090547	WEWORKS
Serial Number:	86088019	WEWORK LABS
Serial Number:	86062112	DO WHAT YOU LOVE
Serial Number:	86321751	WELEARN
Serial Number:	86084940	WELIVE
Registration Number:	4547287	FULLSTART
Serial Number:	86116984	WEWORK
Serial Number:	86190733	WEEAT
Serial Number:	85868860	WEWORK
Serial Number:	85868853	WEWORK
Serial Number:	85620611	WEMOVE
Serial Number:	85550220	A PHYSICAL SOCIAL NETWORK
Registration Number:	4453874	WEWORK
Registration Number:	4015942	WEWORK
Registration Number:	3784452	WE WORK
Serial Number:	86147150	WELIVE

CH $415.00 86090547

CORRESPONDENCE DATA

Fax Number: 2124552502

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:	(212) 455-2895
Email:	ksolomon@stblaw.com
Correspondent Name:	Samantha J. Himelman, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1843
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	09/09/2014

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of September 8, 2014, by and between WeWork Companies Inc., a corporation formed under the laws of Delaware (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Grantee").

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Credit Agreement dated as of September 8, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing.

Section 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Credit Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Credit Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

Section 4. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

Section 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Credit Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, as prepared by and at the cost of the Grantor, releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[*Signature page follows*]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEWORK COMPANIES INC.

By:_____

Name: Adam Neumann

Title: President, Chief Executive Officer

[*Signature Page to Trademark Security Agreement*]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

WeWork Companies Inc.	WEWORKS	86/090547
WeWork Companies Inc.	WEWORK LABS	86/088019
WeWork Companies Inc.	DO WHAT YOU LOVE	86/062112
WeWork Companies Inc.	WELEARN	86/321751
WeWork Companies Inc.	WELIVE	86/084940
WeWork Companies Inc.	FULLSTART	4547287
WeWork Companies Inc.	WEWORK	86/116984
WeWork Companies Inc.	WEEAT	86/190733
WeWork Companies Inc.	WEWORK	85/868860
WeWork Companies Inc.	WEWORK	85/868853
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