## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM581315

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS INTERNATIONAL BANK, as Administrative Agent		06/12/2020	International Banking Association: ENGLAND AND WALES

#### **RECEIVING PARTY DATA**

Name:	WEWORK COMPANIES LLC	
Street Address:	115 West 18th Street, 2nd Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	stal Code: 10011	
Entity Type:	tity Type: Limited Liability Company: DELAWARE	

#### PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark	
Serial Number:	88424376	STUDENT OF LIFE FOR LIFE	
Serial Number:	88254028	SOLFL	

### CORRESPONDENCE DATA

Fax Number: 2125305219

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.

2125305096 Phone: Email: dcip@milbank.com

Milbank LLP **Correspondent Name:** Address Line 1: 55 Hudson Yards

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 30045.00055	
NAME OF SUBMITTER: Nathaniel T. Browand	
SIGNATURE: /Nathaniel T. Browand/	
DATE SIGNED:	06/15/2020

**Total Attachments: 4** 

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**TRADEMARK** REEL: 006970 FRAME: 0710

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of June 12, 2020, from GOLDMAN SACHS INTERNATIONAL BANK, an international banking association, in its capacity as Administrative Agent pursuant to the Credit Agreement dated as of December 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the several banks and other financial institutions parties thereto (in such capacity, the "Grantee"), in favor of WEWORK COMPANIES LLC, a Delaware limited liability company (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of February 10, 2020, in favor of the Grantee as Administrative Agent for the banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Security Agreement"), Grantor granted a security interest to the Grantee;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 10, 2020, between the Grantee, Grantor and the subsidiaries of Grantor party thereto (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the Security Agreement, reaffirmed its intent to assign and transfer to the Grantee a security interest in, and granted to the Grantee, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor then had or at any time in the future may have acquired any right, title or interest, including, without limitation, those Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing (the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 11, 2020 at Reel 6861 and Frame 0297; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Grantee hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Grantee hereby agrees, at Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do

TRADEMARK REEL: 006970 FRAME: 0712



TRADEMARK REEL: 006970 FRAME: 0713

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GOLDMAN SACHS INTERNATIONAL BANK, as Administrative Agent

By: \_\_ Name:

- Conspiled Territory Kontronised Scottedoni

Title:

# SCHEDULE I

	Trademark	Reg. #	Appl.#	Owner (USPTO)
1.	STUDENT OF LIFE FOR LIFE	N/A	88424376	WeWork Companies LLC
2.	SOLFL	N/A	88254028	WeWork Companies LLC

**RECORDED: 06/15/2020** 

TRADEMARK REEL: 006970 FRAME: 0715