

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WeWork Companies LLC		08/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Flatiron School LLC		
Street Address:	18 W 18th Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6025232	CHANGE THINGS	
Registration Number:	4742750	THE FLATIRON SCHOOL	
Serial Number:	88510265	ACCESS LABS	
Serial Number:	88522269	ACCESS LABS	
Serial Number:	88522273	FLATIRON SCHOOL	
Serial Number:	88510260	LEARN. LOVE. CODE.	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>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.</i>			
Phone:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Timothy J. Lyden of Hogan Lovells US LLP		
SIGNATURE:	/Timothy J. Lyden/		
DATE SIGNED:	08/17/2020		

CH \$165.00 6025232

Total Attachments: 15

source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page1.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page2.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page3.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page4.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page5.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page6.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page7.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page8.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page9.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page10.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page11.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page12.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page13.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page14.tif
source=Project Fremem II - Trademark Assignment Agreement (WWC LLC to Flatiron) (Executed)#page15.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of August 3, 2020 (the “Effective Date”), is made by and between WeWork Companies LLC, a Delaware limited liability company (“Assignor”) and Flatiron School LLC, a New York limited liability company (“Assignee”). Assignee and Assignor are collectively referred to as the “Parties,” and singularly as a “Party.”

Recitals

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to accept the sale, assignment and transfer of, the intellectual property of Assignor listed in the attached Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. Assignment. Assignor hereby irrevocably sells, assigns and transfers, with full title guarantee to Assignee, its successors, assigns and legal representatives, its entire right, title, and interest in, to, and under the intellectual property of Assignor listed in the attached Schedule A, together with (a) all associated common law rights, (b) all registrations, applications, renewals, and extensions therefor, (c) all goodwill associated with any of the foregoing, (d) all income, royalties, damages and payments due or payable as of the date hereof or hereafter with respect to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the right to institute or maintain any legal proceeding to protect the same and recover damages for any infringements, misappropriations or other violations of any of the foregoing, and (e) any corresponding, equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world with respect to any of the foregoing (the “Intellectual Property”), in each case for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assurances. Assignor agrees to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Agreement.

3. Recordation. Assignor does hereby authorize and request (to the extent applicable) the Commissioner for Trademarks of the United States Patent and Trademark Office or equivalent authority elsewhere in the world to record Assignee as the owner of the Intellectual Property, to the same extent held by Assignor, and to issue certificates of registration for the Intellectual Property in the name of Assignee, as assignee of the Intellectual Property.

4. Waiver. No course of dealing between Assignee and Assignor, nor any failure to exercise, nor any delay in exercising, on the part of Assignee or Assignor, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Entire Agreement. This Agreement constitutes and expresses the entire understanding of the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the Parties, except as provided in Section 2 hereof.

7. Successors; Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall be considered one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the Effective Date.

ASSIGNOR:

WeWork Companies LLC




By: Jared DeMatteis
Name: Jared DeMatteis
Title: Deputy Chief Legal Officer and Assistant Secretary





ASSIGNEE:




Flatiron School LLC




By: Jared DeMatteis
Name: Jared DeMatteis
Title: Deputy Chief Legal Officer and Assistant Secretary





SCHEDULE A




Owner	Trademark	Country	Application Number	Registration Number	Registration Date	Classes	Status
Argentina							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Argentina	3825191			9	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Argentina	3825192			41	Pending
Australia							
WeWork Companies Inc.	THE FLATIRON SCHOOL	Australia	1474090	1474090	May 3 2019	41	Registered
WeWork Companies LLC	ACCESS LABS	Australia	1517136	1517136	Jan 6 2020	36,41	Pending
WeWork Companies LLC	ACCESS LABS in Black Box Device 	Australia	1515849	1515849	Jan 6 2020	41	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design	Australia	1489586	1489586	Aug 2 2019	9,41	Pending






							
WeWork Companies LLC	LEARN.LOVE.CODE	Australia	1517094	1517094	Jan 6 2020	41	Pending
Brazil							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Brazil	917879910			9	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Brazil	917880013			41	Pending
Canada							
WeWork Companies LLC	ACCESS LABS	Canada	1517136	1517136	Jan 6 2020	36,41	Pending
WeWork Companies LLC	ACCESS LABS in Black Box Device 	Canada	1515849	1515849	Jan 6 2020	41	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design	Canada	1489586	1489586	Aug 2 2019	9,41	Pending





							
WeWork Companies LLC	LEARN.LOVE.CODE	Canada	1517094	1517094	Jan 6 2020	41	Pending
China							
WeWork Companies Inc.	THE FLATIRON SCHOOL	China	33032942			41	Abandoned
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	China	1489586	1489586	Aug 2 2019	9,41	Abandoned
Colombia							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Colombia	1489586	1489586	Aug 2 2019	9,41	Pending
EUTM							
WeWork Companies Inc.	CHANGE THINGS	EUTM	018021331			41	Withdrawn
WeWork Companies Inc.	FLATIRON SCHOOL CHANGE THINGS	EUTM	018037814	018037814	Jul 26 2019	41	Registered



WeWork Companies Inc.	THE FLATIRON SCHOOL	EUTM	017898258	017898258	Sep 29 2018	41	Registered
WeWork Companies LLC	ACCESS LABS	EUTM	1517136	1517136	Jan 6 2020	36,41	Pending
WeWork Companies LLC	ACCESS LABS in Black Box Device 	EUTM	1515849	1515849	Jan 6 2020	41	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	EUTM	1489586	1489586	Aug 2 2019	9,41	Registered
WeWork Companies LLC	LEARN.LOVE.CODE	EUTM	1517094	1517094	Jan 6 2020	41	Pending
Hong Kong							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Hong Kong	305015358			9,41	Pending
India							
WeWork Companies Inc.	THE FLATIRON SCHOOL	India	3841500			41	Pending




WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	India	1489586	1489586	Aug 2 2019	9,41	Pending
Indonesia							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Indonesia	1489586	1489586	Aug 2 2019	9,41	Pending
International Register							
WeWork Companies Inc.	THE FLATIRON SCHOOL	International Register	1474090	1474090	May 3 2019	41	Registered
WeWork Companies LLC	ACCESS LABS	International Register	1517136	1517136	Jan 6 2020	36,41	Registered
WeWork Companies LLC	ACCESS LABS in Black Box Device 	International Register	1515849	1515849	Jan 6 2020	41	Registered
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	International Register	1489586	1489586	Aug 2 2019	9,41	Registered




WeWork Companies LLC	LEARN.LOVE.CODE	International Register	1517094	1517094	Jan 6 2020	41	Registered
Ireland							
WeWork Companies Inc.	FLATIRON SCHOOL with Double Diagonal Strip Design 	Ireland	1489586	1489586	Aug 2 2019	41	Pending
Israel							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Israel	1489586	1489586	Aug 2 2019	9,41	Registered
Korea (South)							
WeWork Companies Inc.	THE FLATIRON SCHOOL	Korea (South)	1474090	1474090	May 3 2019	41	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Korea (South)	1489586	1489586	Aug 2 2019	9,41	Pending
Malaysia							
WeWork Companies LLC	FLATIRON SCHOOL	Malaysia	TM2019028850			9	Pending


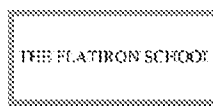

	with Double Diagonal Strip Design 						
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Malaysia	TM2019028852			41	Pending
Mexico							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Mexico	1489586	1489586	Aug 2 2019	9,41	Pending
Morocco							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Morocco	1489586	1489586	Aug 2 2019	9,41	Pending
New Zealand							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	New Zealand	1489586	1489586	Aug 2 2019	9,41	Registered

Nigeria							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Nigeria	F/TM/O/2019/155253			9	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Nigeria	F/TM/O/2019/155254			41	Pending
Norway							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Norway	1489586	1489586	Aug 2 2019	9,41	Pending
OAPI							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	OAPI	1489586	1489586	Aug 2 2019	9,41	Pending
Philippines							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design	Philippines	1489586	1489586	Aug 2 2019	9,41	Pending

							
Russian Federation							
WeWork Companies Inc.	THE FLATIRON SCHOOL	Russian Federation	1474090	1474090	May 3 2019	41	Registered
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Russian Federation	1489586	1489586	Aug 2 2019	9,41	Pending
Saudi Arabia							
WeWork Companies Inc.	CHANGE THINGS	Saudi Arabia	175510	1440016410	May 7 2019	41	Registered
WeWork Companies Inc.	FLATIRON	Saudi Arabia	149476	1439022679	Nov 1 2018	41	Registered
Singapore							
WeWork Companies Inc.	THE FLATIRON SCHOOL	Singapore	40201808543V	40201808543V	May 9 2018	41	Registered
WeWork Companies LLC	ACCESS LABS	Singapore	1517136	1517136	Jan 6 2020	36,41	Pending

WeWork Companies LLC	ACCESS LABS in Black Box Device 	Singapore	1515849	1515849	Jan 6 2020	41	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Singapore	1489586	1489586	Aug 2 2019	9,41	Registered
WeWork Companies LLC	LEARN.LOVE.CODE	Singapore	1517094	1517094	Jan 6 2020	41	Pending
Thailand							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Thailand	1489586	1489586	Aug 2 2019	9,41	Pending
Turkey							
WeWork Companies Inc.	THE FLATIRON SCHOOL	Turkey	1474090	1474090	May 3 2019	41	Pending
United Kingdom							
WeWork Companies Inc.	CHANGE THINGS	United Kingdom	00003374467			41	Withdrawn
WeWork Companies Inc.	FLATIRON SCHOOL CHANGE THINGS	United Kingdom	00003378930	00003378930	May 17 2019	41	Registered

WeWork Companies Inc.	FLATIRON SCHOOL	United Kingdom	3309573	3309573	Aug 3 2018	41	Registered
WeWork Companies LLC	ACCESS LABS	United Kingdom	1517136	1517136	Jan 6 2020	36,41	Pending
WeWork Companies LLC	ACCESS LABS in Black Box Device 	United Kingdom	1515849	1515849	Jan 6 2020	41	Pending
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	United Kingdom	1489586	1489586	Aug 2 2019	9,41	Registered
WeWork Companies LLC	LEARN.LOVE.CODE	United Kingdom	1517094	1517094	Jan 6 2020	41	Pending
United States of America							
WeWork Companies LLC	ACCESS LABS	United States of America	88/510,265			36,41	Pending
WeWork Companies LLC	ACCESS LABS in Black Box Device 	United States of America	88/522,269			41	Pending
WeWork Companies Inc.	CHANGE THINGS	United States of America	88/292,921	6025232	Mar 31 2020	41	Registered

WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	United States of America	88/522,273			9,41	Pending
WeWork Companies LLC	LEARN.LOVE.CODE	United States of America	88/510,260			41	Pending
WeWork Companies LLC	THE FLATIRON SCHOOL 	United States of America	86390974	4742750	May 26 2015	41	Registered
Vietnam							
WeWork Companies LLC	FLATIRON SCHOOL with Double Diagonal Strip Design 	Vietnam	1489586	1489586	Aug 2 2019	9,41	Pending