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Form PTO-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jenny Craig, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Assignment for Security

Execution Date: November 12, 2003

2. Name and address of receiving party(ies)

Name: AmSouth Bank, as Agent Internal Address: c/o AmSouth Capital Corp. Street Address: 350 Park Avenue, 20 Floor City: New York State: NY Zip: 10022

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2105512

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Miranda Solomon Internal Address: Kaye Scholer LLP Street Address: 425 Park Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Johanne R. Rémy Name of Person Signing

[Signature] Signature

11/17/03 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

11/21/2003 DBYRNE 00000069 2105512 01 FC:8521 02 FC:8522

Schedule 2-A to Assignment for Security (Trademarks)

Trademarks

<u>Mark</u>	<u>Application/Registration</u>	<u>Filing Date/Registration Date</u>
CURVES Jenny Craig, Inc.	Application No. 75/192562 Registration No. 2105512	Filed: 04-Nov-1996 Registered: 14-Oct-1997
CUTTING THROUGH THE FAT Jenny Craig, Inc.	Application No. 75/054297 Registration No. 2064733	Filed: 06-Feb-1996 Registered: 27-May-1997
JENNY CRAIG Jenny Craig, Inc.	Application No. 76/194252 Registration No. 2760695	Filed: 12-Jan-2001 Registered: 9-Sept-2003
JENNY CRAIG signature with words Personal Weight Management Jenny Craig, Inc.	Application No. 74/562124 Registration No. 1967799	Filed: 17-Aug-1994 Registered: 16-Aug-1996
JENNY CRAIG in rectangular design Jenny Craig, Inc.	Application No. 74/193331 Registration No. 1774337	Filed: 08-Aug-1991 Registered: 01-Jun-1993
JENNY CRAIG signature Jenny Craig, Inc.	Application No. 74/562117 Registration No. 1967798	Filed: 17-Aug-1994 Registered: 16-Aug-1996
WALK YOUR WAY Jenny Craig, Inc.	Application No. 78/175688 Registration No.	Filed: 17-Oct-2002 Registered:
JENNY'S RECIPE FOR HEALTHY LIVING Jenny Craig, Inc.	Application No. 78/287863 Registration No.	Filed: 15-Aug-2003 Registered:
EJENNY Jenny Craig, Inc.	Application No. 76/435701 Registration No.	Filed: 4-Dec-01 Registered:

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Jenny Craig, Inc., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered or filed with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of November 12, 2003, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated as of November 12, 2003 (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 350 Park Avenue, 20th Floor,
New York, New York 10022.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed
by its officer thereunto duly authorized as of the 12 day of November, 2003.

JENNY CRAIG, INC.

By: _____


Name: Lewis Shender

Title: VP & Secretary

Schedule 2-A to Assignment for Security (Trademarks)

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