

Assignment

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Weight Watchers International, Inc.		03/15/2012	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia, as Administrative Agent		
<b>Street Address:</b>	WBO - Loan Operations		
<b>Internal Address:</b>	720 King Street West, 2nd Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V2T3		
<b>Entity Type:</b>	CHARTERED BANK : CANADA		
<b>PROPERTY NUMBERS Total: 108</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3963579	2 POINTSPUS VALUE	
Registration Number:	3963580	2 POINTSPUS VALUE	
Registration Number:	3963581	2 POINTSPUS VALUE	
Registration Number:	4039396	5 POINTSPUS VALUE	
Registration Number:	4039397	5 POINTSPUS VALUE	
Registration Number:	4013651	7 POINTSPUS VALUE	
Registration Number:	3963584	7 POINTSPUS VALUE	
Registration Number:	3942320	A CUT ABOVE	
Serial Number:	85459331	ACTIVELINK	

**TRADEMARK**

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Serial Number:	85459342	ACTIVELINK
Serial Number:	85459352	ACTVELINK
Serial Number:	85459360	ACTIVELINK
Serial Number:	85463369	AT WORK
Serial Number:	85463386	AT WORK
Registration Number:	3366451	BE AN AFTER, STAY AN AFTER
Registration Number:	3399075	BE AN AFTER, STAY AN AFTER
Serial Number:	85535897	
Serial Number:	85535912	
Serial Number:	85535862	
Serial Number:	85535876	
Registration Number:	3088848	
Registration Number:	3088849	
Registration Number:	3248651	
Registration Number:	3263249	
Registration Number:	4074625	FINALLY LOSING WEIGHT CLICKS
Registration Number:	3884307	FINALLY LOSING WEIGHT CLICKS
Registration Number:	3881581	FINALLY LOSING WEIGHT CLICKS
Registration Number:	3134113	GREAT TASTE. GOOD CHOICE. GO FOR IT.
Registration Number:	3709804	LOSE FOR GOOD
Registration Number:	3709812	LOSE FOR GOOD
Registration Number:	3454386	MIRATE COMO CAMBIAS
Registration Number:	3838716	
Registration Number:	3838717	
Serial Number:	77518276	MOMENTUM
Serial Number:	77518313	MOMENTUM
Registration Number:	3800197	MOMENTUM
Serial Number:	77518052	MOMENTUM
Serial Number:	77518069	MOMENTUM
Serial Number:	77518090	MOMENTUM
Registration Number:	3518145	MOMENTUM WEIGHT LOSS SYSTEM

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Assignment

	3290371	ON-THE-GO
Registration Number:	3163684	POINTS
Serial Number:	85131927	POINTS
Serial Number:	85131940	POINTS
Registration Number:	3346918	POINTS VALUE
Registration Number:	3918075	POINTSPLUS
Registration Number:	3918076	POINTSPLUS
Registration Number:	3941946	POINTSPLUS
Registration Number:	3941947	POINTSPLUS
Registration Number:	3929970	POINTSPLUS
Serial Number:	77948576	POINTSPLUS
Serial Number:	77948598	POINTSPLUS
Registration Number:	3932648	POINTSPLUS
Registration Number:	3946273	POINTSPLUS
Registration Number:	3949329	POINTSPLUS
Registration Number:	3949330	POINTSPLUS
Serial Number:	85069412	POINTSPLUS
Registration Number:	3949331	POINTSPLUS
Registration Number:	3926888	POINTSPLUS
Registration Number:	3929987	POINTSPLUS+
Registration Number:	3926889	POINTSPLUS+
Registration Number:	3941961	POINTSPLUS
Serial Number:	85469562	POWERSTART
Serial Number:	85469576	POWERSTART
Registration Number:	3030749	TURNAROUND
Registration Number:	3127482	
Registration Number:	3030009	
Registration Number:	3621014	
Registration Number:	2981439	WEIGHT WATCHERS
Registration Number:	4029582	WEIGHT WATCHERS
Registration Number:	4084983	WEIGHT WATCHERS

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	3133645	WEIGHTWATCHERS
Registration Number:	2990685	WEIGHTWATCHERS
Registration Number:	2953760	WEIGHTWATCHERS
Registration Number:	2953761	WEIGHTWATCHERS
Registration Number:	2990686	WEIGHTWATCHERS
Registration Number:	2990687	WEIGHTWATCHERS
Registration Number:	3716368	WEIGHT WATCHERS INCREDIBLE REWARDS
Serial Number:	85554968	WEIGHT WATCHERS LIVE LIFE ACTIVE
Registration Number:	3911504	WEIGHT WATCHERS MOMENTUM
Registration Number:	3785223	WEIGHT WATCHERS STOP DIETING START LIVING
Registration Number:	3785224	WEIGHT WATCHERS STOP DIETING START LIVING
Registration Number:	3138154	WEIGHTWATCHERS
Registration Number:	3057753	WEIGHTWATCHERS
Registration Number:	3057756	WEIGHTWATCHERS
Registration Number:	3057759	WEIGHTWATCHERS
Registration Number:	3057762	WEIGHTWATCHERS
Registration Number:	3057764	WEIGHTWATCHERS
Registration Number:	3057766	WEIGHTWATCHERS
Registration Number:	4029583	WEIGHT WATCHERS
Registration Number:	3104572	WW
Registration Number:	2368553	WWM
Serial Number:	85068734	0 POINTSPUS VALUE
Serial Number:	85068770	0 POINTSPUS VALUE
Registration Number:	3060408	CORE PLAN
Registration Number:	3047040	WATCH YOURSELF CHANGE
Registration Number:	2938282	GREAT TASTE AND FLAVOR YOU CAN COUNT ON!
Serial Number:	77518246	WEIGHT WATCHERS MOMENTUM
Serial Number:	77518234	WEIGHT WATCHERS MOMENTUM
Serial Number:	77933580	FINALLY LOSING WEIGHT CLICKS
Serial Number:	77933556	FINALLY LOSING WEIGHT CLICKS
Serial Number:	85278614	

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Assignment

	85431910	BELIEVE BECAUSE IT WORKS
Serial Number:	85431916	BELIEVE BECAUSE IT WORKS
Serial Number:	85431862	BELIEVE BECAUSE IT WORKS BELIEVE YOU
Serial Number:	85431876	BELIEVE BECAUSE IT WORKS BELIEVE YOU
Serial Number:	85399130	WEIGHT WATCHERS BECAUSE IT WORKS
Serial Number:	85399152	WEIGHT WATCHERS BECAUSE IT WORKS

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
Phone: (212) 455-3605  
Email: ksolomon@stblaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Genevieve Dorment, 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: 097859/0026

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Genevieve Dorment

Signature: /gd/

Date: 03/29/2012

Total Attachments: 9  
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TRADEMARK

Assignment

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RECEIPT INFORMATION

ETAS ID: TM230897  
Receipt Date: 03/29/2012  
Fee Amount: \$2715

TRADEMARK

**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 15, 2012 is made by Weight Watchers International, Inc., a Virginia corporation (the "Grantor") in favor of The Bank of Nova Scotia as Administrative Agent (in such capacity, the "Agent") for the several banks and other financial institutions party to the Amendment Agreement, dated as of March 15, 2012, relating to the Seventh Amended and Restated Credit Agreement attached as Annex A thereto (amending and restating the Sixth Amended and Restated Credit Agreement, dated as of May 8, 2006, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Weight Watchers International, Inc. (the "Borrower"), the various financial institutions as are or may become parties thereto (the "Lenders"), JPMorgan Chase Bank, N.A. ("JPMCB") and Credit Suisse AG, Cayman Islands Branch, as syndication agents, Bank of America, N.A., as documentation agent, J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and The Bank of Nova Scotia ("Scotiabank"), as joint lead arrangers and joint bookrunners, JPMCB and Scotiabank, as Issuers, and the Agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have made, and are committed to make, extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Amendment Agreement, the Borrower effected amendments to the WWI Security Agreement, dated as of September 29, 1999, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement and in consideration for such extensions of credit previously made, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, and a right of setoff against,

all of each Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs, now existing in the United States, and all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, including those items listed on Schedule A hereto (all of the foregoing items in this clause (a) being collectively called the "Trademarks");

(b) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration referred to in Schedule A attached hereto, or for any injury to the goodwill associated with the use of any such Trademark and all rights corresponding thereto throughout the world.

SECTION 3. Purpose. This 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. The security interest granted hereby has been granted to the Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

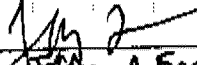
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEIGHT WATCHERS INTERNATIONAL, INC.

by:   
Name: Jeffrey A. Francon  
Title: Executive VP, General Counsel & Secretary  
Date: March 14, 2012

THE BANK OF NOVA SCOTIA  
as Administrative Agent for the Lenders

by: \_\_\_\_\_  
Name:  
Title:  
Date:

*Signature Page to Grant of Security Interest in Trademark Rights*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed and delivered by their respective officers thereunto duly authorized as of the day  
and year first above written.

WEIGHT WATCHERS INTERNATIONAL, INC.

by: \_\_\_\_\_  
Name:  
Title:  
Date:

THE BANK OF NOVA SCOTIA  
as Administrative Agent for the Lenders

by: David Schwartz  
Name: DAVID SCHWARTZ DMD  
Title: DIRECTOR  
Date: March 15, 2012

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
                                  ) SS  
COUNTY OF New York )

On the 14<sup>th</sup> day of March, 2012 before me personally came Jeffrey A. Haran, who is personally known to me to be the VP, GC & Secy of Weight Watchers International, Inc.; who, being duly sworn, did depose and say that ~~she~~ he is the VP, GC & Secy in such company, the company described in and which executed the foregoing instrument; that ~~she~~ he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that ~~she~~ he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
                                  ) ss  
COUNTY OF New York )

On the 15 day of March, 2012, before me personally came David Schwartzbard, who is personally known to me to be the Director of The Bank of Nova Scotia, who, being duly sworn, did depose and say that she/he is the Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

*Maribel Rodriguez*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

MARIBEL RODRIGUEZ  
Notary Public, State of New York  
No. 01RO8164007  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires 3/24/16

## SCHEDULE A

## U.S. Trademark Applications and Registrations

Title	App. No./ Reg. No.
2 POINTSPLUS VALUE AND DESIGN	3,963,579
2 POINTSPLUS VALUE AND DESIGN	3,963,580
2 POINTSPLUS VALUE AND DESIGN	3,963,581
3 POINTSPLUS VALUE AND DESIGN	4,039,396
5 POINTSPLUS VALUE AND DESIGN	4,039,397
7 POINTSPLUS VALUE AND DESIGN	4,013,651
7 POINTSPLUS VALUE AND DESIGN	3,963,584
A CUT ABOVE	3,942,320
ACTIVELINK	85/459,331
ACTIVELINK	85/459,342
ACTIVELINK AND DESIGN	85/459,352
ACTIVELINK AND DESIGN	85/459,360
AT WORK	85/463,369
AT WORK	85/463,386
BE AN AFTER, STAY AN AFTER	3,366,451
BE AN AFTER, STAY AN AFTER	3,399,075
DESIGN ONLY	85/535,897
DESIGN ONLY	85/535,912
DESIGN ONLY	85/535,862
DESIGN ONLY	85/535,876
DESIGN ONLY	3,088,848
DESIGN ONLY	3,088,849
DESIGN ONLY	3,248,651
DESIGN ONLY	3,263,249
FINALLY LOSING WEIGHT CLICKS	4,074,625
FINALLY LOSING WEIGHT CLICKS	3,884,307
FINALLY LOSING WEIGHT CLICKS	3,881,581
GREAT TASTE. GOOD CHOICE. GO FOR IT.	3,134,113
LOSE FOR GOOD	3,709,804
LOSE FOR GOOD AND DESIGN	3,709,812
MIRATE COMO CAMBIAS	3,454,386
DESIGN ONLY	3,838,716
DESIGN ONLY	3,838,717
MOMENTUM	77/518,276
MOMENTUM	77/518,313
MOMENTUM	3,800,197
MOMENTUM AND DESIGN	77/518,052

Title	App. No./ Reg. No.
MOMENTUM AND DESIGN	77/518,069
MOMENTUM AND DESIGN	77/518,090
MOMENTUM WEIGHT LOSS SYSTEM	3,518,145
ON-THE-GO	3,290,371
POINTS	3,163,684
POINTS	85/131,927
POINTS	85/131,940
POINTS VALUE AND DESIGN	3,346,918
POINTSPLUS	3,918,075
POINTSPLUS	3,918,076
POINTSPLUS	3,941,946
POINTSPLUS	3,941,947
POINTSPLUS	3,929,970
POINTSPLUS	77/948,576
POINTSPLUS	77/948,598
POINTSPLUS	3,932,648
POINTSPLUS AND DESIGN	3,946,273
POINTSPLUS AND DESIGN	3,949,329
POINTSPLUS AND DESIGN	3,949,330
POINTSPLUS AND DESIGN	85/069,412
POINTSPLUS AND DESIGN	3,949,331
POINTSPLUS AND DESIGN	3,926,888
POINTSPLUS AND DESIGN	3,929,987
POINTSPLUS AND DESIGN	3,926,889
POINTSPLUS AND DESIGN	3,941,961
POWERSTART AND DESIGN	85/469,562
POWERSTART AND DESIGN	85/469,576
TURNAROUND	3,030,749
DESIGN ONLY	3,127,482
DESIGN ONLY	3,030,009
DESIGN ONLY	3,621,014
WEIGHT WATCHERS	2,981,439
WEIGHT WATCHERS	4,029,582
WEIGHT WATCHERS	4,084,983
WEIGHTWATCHERS	3,133,645
WEIGHTWATCHERS	2,990,685
WEIGHTWATCHERS	2,953,760
WEIGHTWATCHERS	2,953,761
WEIGHTWATCHERS	2,990,686
WEIGHTWATCHERS	2,990,687

Title	App. No./ Reg. No.
WEIGHT WATCHERS INCREDIBLE REWARDS AND DESIGN	3,716,368
WEIGHT WATCHERS LIVE LIFE ACTIVE	85/554,968
WEIGHT WATCHERS MOMENTUM	3,911,504
WEIGHT WATCHERS STOP DIETING START LIVING	3,785,223
WEIGHT WATCHERS STOP DIETING START LIVING	3,785,224
WEIGHTWATCHERS AND DESIGN	3,138,154
WEIGHTWATCHERS AND DESIGN	3,057,753
WEIGHTWATCHERS AND DESIGN	3,057,756
WEIGHTWATCHERS AND DESIGN	3,057,759
WEIGHTWATCHERS AND DESIGN	3,057,762
WEIGHTWATCHERS AND DESIGN	3,057,764
WEIGHTWATCHERS AND DESIGN	3,057,766
WEIGHTWATCHERS AND DESIGN	4,029,583
WW	3,104,572
WWM	2,368,553
0 POINTSPUS VALUE AND DESIGN	85/068,734
0 POINTSPUS VALUE AND DESIGN	85/068,770
CORE PLAN	3,060,408
WATCH YOURSELF CHANGE	3,047,040
GREAT TASTE AND FLAVOR YOU CAN COUNT ON!	2,938,282
WEIGHT WATCHERS MOMENTUM	77/518,246
WEIGHT WATCHERS MOMENTUM	77/518,234
FINALLY LOSING WEIGHT CLICKS	77/933,580
FINALLY LOSING WEIGHT CLICKS	77/933,556
DESIGN ONLY	85/278,614
BELIEVE BECAUSE IT WORKS	85/431,910
BELIEVE BECAUSE IT WORKS	85/431,916
BELIEVE BECAUSE IT WORKS BELIEVE YOU	85/431,862
BELIEVE BECAUSE IT WORKS BELIEVE YOU AND DESIGN	85/431,876
WEIGHT WATCHERS BECAUSE IT WORKS	85/399,130
WEIGHT WATCHERS BECAUSE IT WORKS	85/399,152

# SIMPSON THACHER & BARTLETT LLP

425 LEXINGTON AVENUE

NEW YORK, NY 10017-3954

(212) 455-2000

FACSIMILE: 212-455-2502

BEIJING  
HOUSTON  
HONG KONG  
LONDON  
LOS ANGELES  
PALO ALTO  
SAO PAULO  
TOKYO  
WASHINGTON, D.C.

MAIN FACSIMILE  
(212) 455-2502

2012 APR 31 PM 6:46

SENDER'S FACSIMILE  
(212) 455-2502

SENDER'S DIRECT DIAL  
(212) 455-3435

SENDER'S E-MAIL ADDRESS  
KSOLOMON@STBLAW.COM

## FACSIMILE TRANSMISSION COVER SHEET

TO: NAME	FACSIMILE NO.	CONFIRMATION NO.
USPTO-Assignment Division- Attention: Ms. Tonya Lee	571-273-0140	571-272-3350

FROM: Kimberly Solomon	I.D. NUMBER (5 digits): 08406	SENDER'S FLOOR: 21
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CLIENT/MATTER NO: 099999/0325	DATE: May 1, 2012	OPERATOR: Kimberly Solomon
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TOTAL PAGES (incl. cover): 16
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### SPECIAL INSTRUCTIONS:

- SENDER HAS ASKED THAT THE RECEIPT OF THIS FAX BE CONFIRMED BY VOICE.
- BLIND FAX - DO NOT SEND THIS COVERSHEET AND/OR DISTRIBUTION LIST
- OKAY TO FAX AFTER 10:00 PM AND BEFORE 8:00 AM
- DO NOT NUMBER PAGES

### REMARKS:

The following is a resubmission. I was told that due to an error with ETAS (the entity type box for "other" wasn't popping up) I would be receiving a notice of non-recording. However, I have not yet received. Therefore, attached please find the confirmation I received on the day of filing, with the suggested correction made, as well as the document filed. Please contact me at 212-455-3435 with any questions. Thank you.

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR FIND THAT THEY ARE ILLEGIBLE, PLEASE CALL: (212) 455-3435

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TRADEMARK

RECORDED: 03/29/2012

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