

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEIGHT WATCHERS INTERNATIONAL, INC.		04/02/2013	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	JP MORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 119			
Property Type	Number	Word Mark	
Registration Number:	3963579	2 POINTSPLUS VALUE	
Registration Number:	3963580	2 POINTSPLUS VALUE	
Registration Number:	3963581	2 POINTSPLUS VALUE	
Registration Number:	4039396	5 POINTSPLUS VALUE	
Registration Number:	4039397	5 POINTSPLUS VALUE	
Registration Number:	4013651	7 POINTSPLUS VALUE	
Registration Number:	3963584	7 POINTSPLUS VALUE	
Registration Number:	3942320	A CUT ABOVE	
Registration Number:	4258937	ACTIVELINK	
Registration Number:	4258938	ACTIVELINK	
Registration Number:	4251318	ACTVELINK	
Registration Number:	4251319	ACTIVELINK	
Registration Number:	3366451	BE AN AFTER, STAY AN AFTER	
Registration Number:	3399075	BE AN AFTER, STAY AN AFTER	

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TRADEMARK

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	
Registration Number:	3800197	MOMENTUM
Registration Number:	3518145	MOMENTUM WEIGHT LOSS SYSTEM
Registration Number:	3290371	ON-THE-GO
Registration Number:	3163684	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
Registration Number:	4198916	POINTSPLUS
Registration Number:	3932648	POINTSPLUS
Registration Number:	3946273	POINTSPLUS
Registration Number:	3949329	POINTSPLUS
Registration Number:	3949330	POINTSPLUS
Registration Number:	3949331	POINTSPLUS
Registration Number:	3926888	POINTSPLUS
Registration Number:	3929987	POINTSPLUS+
Registration Number:	3926889	POINTSPLUS+
Registration Number:	3941961	POINTSPLUS
Registration Number:	4243391	POWERSTART
Registration Number:	3030749	TURNAROUND

	3127482	
Registration Number:	3030009	
Registration Number:	3621014	
Registration Number:	2981439	WEIGHT WATCHERS
Registration Number:	4029582	WEIGHT WATCHERS
Registration Number:	4084983	WEIGHT WATCHERS
Registration Number:	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
Registration Number:	3911504	WEIGHT WATCHERS MOMENTUM
Registration Number:	3785223	WEIGHT WATCHERS STOP DIETING START LIVIN
Registration Number:	3785224	WEIGHT WATCHERS STOP DIETING START LIVIN
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
Registration Number:	3060408	CORE PLAN
Registration Number:	3047040	WATCH YOURSELF CHANGE
Registration Number:	2938282	GREAT TASTE AND FLAVOR YOU CAN COUNT ON!
Serial Number:	85399130	WEIGHT WATCHERS BECAUSE IT WORKS
Serial Number:	85399152	WEIGHT WATCHERS BECAUSE IT WORKS
Registration Number:	1896558	EXPRESS
Registration Number:	1892661	FOOD COMPANION
Registration Number:	1900487	MEASURE RITE SYSTEM
Registration Number:	2139767	POINTS

	2185114	POINTS
Registration Number:	2272683	POINTSFINDER
Registration Number:	1880597	SLIM WAYS WITH PASTA
Registration Number:	1388675	THE AT WORK PROGRAM
Registration Number:	862744	WEIGHT WATCHERS
Registration Number:	843477	WEIGHT WATCHERS
Registration Number:	856202	WEIGHT WATCHERS
Registration Number:	847199	WEIGHT WATCHERS
Registration Number:	1380177	WEIGHT WATCHERS
Registration Number:	1395251	WEIGHT WATCHERS
Registration Number:	1421934	WEIGHT WATCHERS
Registration Number:	1500502	WEIGHT WATCHERS
Registration Number:	887184	WEIGHT WATCHERS
Registration Number:	2120106	WEIGHT WATCHERS
Registration Number:	1939537	WEIGHT WATCHERS AT HOME
Registration Number:	1543960	WEIGHT WATCHERS THE AT WORK PROGRAM
Registration Number:	1700034	THE AT WORK PROGRAM
Registration Number:	1590664	WEIGHT WATCHERS
Registration Number:	842150	WEIGHT WATCHER
Registration Number:	4301427	WEIGHT WATCHERS
Registration Number:	4273494	POINTSPLUS
Registration Number:	4273493	POINTSPLUS
Registration Number:	4269814	WEIGHTWATCHERS LIVELIFE ACTIVE
Registration Number:	4242101	LOSE LIKE A MAN
Registration Number:	4242067	WW
Registration Number:	4222055	LOSE LIKE A MAN
Registration Number:	4222051	LOSE LIKE A MAN
Serial Number:	85692659	POINTSPLUS
Serial Number:	85692465	WEIGHT WATCHERS
Serial Number:	85692509	WEIGHT WATCHERS
Serial Number:	85692850	WEIGHT WATCHERS
Serial Number:	85867962	WEIGHTWATCHERS
Serial Number:	85692486	WEIGHTWATCHERS
Serial Number:	85692544	WEIGHTWATCHERS
Serial Number:	85692860	WEIGHTWATCHERS

TRADEMARK

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38603
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	Penelope/J./A./Agodoa
Date:	04/26/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT dated as of April 2, 2013 (this “Agreement”), among WEIGHT WATCHERS INTERNATIONAL, INC., a Virginia corporation (the “Borrower”), the SUBSIDIARY LOAN PARTIES from time to time party hereto and JPMORGAN CHASE BANK, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of April 2, 2013 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto, JPMCB, as the Administrative Agent and an Issuing Bank, and The Bank of Nova Scotia, as the Revolving Agent, the Swingline Lender and an Issuing Bank, and (b) the Guarantee and Collateral Agreement dated as of April 2, 2013 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired, including those listed on Schedule I (the “Trademark Collateral”); provided that the Security Interest shall not attach to any Excluded Asset.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

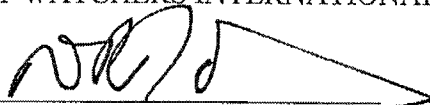
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an exe-

cuted counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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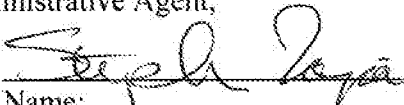
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WEIGHT WATCHERS INTERNATIONAL, INC.

By: 
Name: Nicholas Hotchkin
Title: Chief Financial Officer

[Trademark Security Agreement Signature Page]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By: 

Name:

Title:

**Stephen Zajac
Executive Director**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK
REEL: 005014 FRAME: 0263**

Schedule I

U.S. TRADEMARKS

<u>Mark</u>	<u>App. No. / Reg. No.</u>	<u>Registered Owner(s)</u>
2 POINTSPLUS VALUE AND DESIGN	3,963,579	Weight Watchers International, Inc.
2 POINTSPLUS VALUE AND DESIGN	3,963,580	Weight Watchers International, Inc.
2 POINTSPLUS VALUE AND DESIGN	3,963,581	Weight Watchers International, Inc.
5 POINTSPLUS VALUE AND DESIGN	4,039,396	Weight Watchers International, Inc.
5 POINTSPLUS VALUE AND DESIGN	4,039,397	Weight Watchers International, Inc.
7 POINTSPLUS VALUE AND DESIGN	4,013,651	Weight Watchers International, Inc.
7 POINTSPLUS VALUE AND DESIGN	3,963,584	Weight Watchers International, Inc.
A CUT ABOVE	3,942,320	Weight Watchers International, Inc.
ACTIVELINK	4,258,937	Weight Watchers International, Inc.
ACTIVELINK	4,258,938	Weight Watchers International, Inc.
ACTIVELINK AND DESIGN	4,251,318	Weight Watchers International, Inc.
ACTIVELINK AND DESIGN	4,251,319	Weight Watchers International, Inc.
BE AN AFTER, STAY AN AFTER	3,366,451	Weight Watchers International, Inc.
BE AN AFTER, STAY AN AFTER	3,399,075	Weight Watchers International, Inc.
DESIGN ONLY	3,088,848	Weight Watchers International, Inc.
DESIGN ONLY	3,088,849	Weight Watchers International, Inc.
DESIGN ONLY	3,248,651	Weight Watchers International, Inc.
DESIGN ONLY	3,263,249	Weight Watchers International, Inc.
FINALLY LOSING WEIGHT CLICKS	4,074,625	Weight Watchers International, Inc.
FINALLY LOSING WEIGHT CLICKS	3,884,307	Weight Watchers International, Inc.
FINALLY LOSING WEIGHT CLICKS	3,881,581	Weight Watchers International, Inc.
GREAT TASTE. GOOD CHOICE. GO FOR IT.	3,134,113	Weight Watchers International, Inc.

<u>Mark</u>	<u>App. No. / Reg. No.</u>	<u>Registered Owner(s)</u>
LOSE FOR GOOD	3,709,804	Weight Watchers International, Inc.
LOSE FOR GOOD AND DESIGN	3,709,812	Weight Watchers International, Inc.
MIRATE COMO CAMBIAS	3,454,386	Weight Watchers International, Inc.
DESIGN ONLY	3,838,716	Weight Watchers International, Inc.
DESIGN ONLY	3,838,717	Weight Watchers International, Inc.
MOMENTUM	3,800,197	Weight Watchers International, Inc.
MOMENTUM WEIGHT LOSS SYSTEM	3,518,145	Weight Watchers International, Inc.
ON-THE-GO	3,290,371	Weight Watchers International, Inc.
POINTS	3,163,684	Weight Watchers International, Inc.
POINTS VALUE AND DESIGN	3,346,918	Weight Watchers International, Inc.
POINTSPLUS	3,918,075	Weight Watchers International, Inc.
POINTSPLUS	3,918,076	Weight Watchers International, Inc.
POINTSPLUS	3,941,946	Weight Watchers International, Inc.
POINTSPLUS	3,941,947	Weight Watchers International, Inc.
POINTSPLUS	3,929,970	Weight Watchers International, Inc.
POINTSPLUS	4,198,916	Weight Watchers International, Inc.
POINTSPLUS	3,932,648	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	3,946,273	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	3,949,329	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	3,949,330	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	3,949,331	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	3,926,888	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	3,929,987	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	3,926,889	Weight Watchers International, Inc.

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TRADEMARK
REEL: 005014 FRAME: 0265

<u>Mark</u>	<u>App. No. / Reg. No.</u>	<u>Registered Owner(s)</u>
POINTSPLUS AND DESIGN	3,941,961	Weight Watchers International, Inc.
POWERSTART AND DESIGN	4,243,391	Weight Watchers International, Inc.
TURNAROUND	3,030,749	Weight Watchers International, Inc.
DESIGN ONLY	3,127,482	Weight Watchers International, Inc.
DESIGN ONLY	3,030,009	Weight Watchers International, Inc.
DESIGN ONLY	3,621,014	Weight Watchers International, Inc.
WEIGHT WATCHERS	2,981,439	Weight Watchers International, Inc.
WEIGHT WATCHERS	4,029,582	Weight Watchers International, Inc.
WEIGHT WATCHERS	4,084,983	Weight Watchers International, Inc.
WEIGHTWATCHERS	3,133,645	Weight Watchers International, Inc.
WEIGHTWATCHERS	2,990,685	Weight Watchers International, Inc.
WEIGHTWATCHERS	2,953,760	Weight Watchers International, Inc.
WEIGHTWATCHERS	2,953,761	Weight Watchers International, Inc.
WEIGHTWATCHERS	2,990,686	Weight Watchers International, Inc.
WEIGHTWATCHERS	2,990,687	Weight Watchers International, Inc.
WEIGHT WATCHERS INCREDIBLE REWARDS AND DESIGN	3,716,368	Weight Watchers International, Inc.
WEIGHT WATCHERS MOMENTUM	3,911,504	Weight Watchers International, Inc.
WEIGHT WATCHERS STOP DIETING START LIVING	3,785,223	Weight Watchers International, Inc.
WEIGHT WATCHERS STOP DIETING START LIVING	3,785,224	Weight Watchers International, Inc.
WEIGHTWATCHERS AND DESIGN	3,138,154	Weight Watchers International, Inc.
WEIGHTWATCHERS AND DESIGN	3,057,753	Weight Watchers International, Inc.
WEIGHTWATCHERS AND DESIGN	3,057,756	Weight Watchers International, Inc.
WEIGHTWATCHERS AND DESIGN	3,057,759	Weight Watchers International, Inc.

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TRADEMARK
REEL: 005014 FRAME: 0266

<u>Mark</u>	<u>App. No. / Reg. No.</u>	<u>Registered Owner(s)</u>
WEIGHTWATCHERS AND DESIGN	3,057,762	Weight Watchers International, Inc.
WEIGHTWATCHERS AND DESIGN	3,057,764	Weight Watchers International, Inc.
WEIGHTWATCHERS AND DESIGN	3,057,766	Weight Watchers International, Inc.
WEIGHTWATCHERS AND DESIGN	4,029,583	Weight Watchers International, Inc.
WW	3,104,572	Weight Watchers International, Inc.
WWM	2,368,553	Weight Watchers International, Inc.
CORE PLAN	3,060,408	Weight Watchers International, Inc.
WATCH YOURSELF CHANGE	3,047,040	Weight Watchers International, Inc.
GREAT TASTE AND FLAVOR YOU CAN COUNT ON!	2,938,282	Weight Watchers International, Inc.
WEIGHT WATCHERS BECAUSE IT WORKS	85/399,130	Weight Watchers International, Inc.
WEIGHT WATCHERS BECAUSE IT WORKS	85/399,152	Weight Watchers International, Inc.
EXPRESS	1,896,558	Weight Watchers International, Inc.
FOOD COMPANION	1,892,661	Weight Watchers International, Inc.
MEASURE RITE SYSTEM	1,900,487	Weight Watchers International, Inc.
POINTS	2,139,767	Weight Watchers International, Inc.
POINTS	2,185,114	Weight Watchers International, Inc.
POINTSFINDER	2,272,683	Weight Watchers International, Inc.
SLIM WAYS WITH PASTA	1,880,597	Weight Watchers International, Inc.
THE AT WORK PROGRAM	1,388,675	Weight Watchers International, Inc.
WEIGHT WATCHERS	862,744	Weight Watchers International, Inc.
WEIGHT WATCHERS	843,477	Weight Watchers International, Inc.
WEIGHT WATCHERS	856,202	Weight Watchers International, Inc.
WEIGHT WATCHERS	847,199	Weight Watchers International, Inc.
WEIGHT WATCHERS	1,380,177	Weight Watchers International, Inc.

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TRADEMARK
REEL: 005014 FRAME: 0267

<u>Mark</u>	<u>App. No. / Reg. No.</u>	<u>Registered Owner(s)</u>
WEIGHT WATCHERS	1,395,251	Weight Watchers International, Inc.
WEIGHT WATCHERS	1,421,934	Weight Watchers International, Inc.
WEIGHT WATCHERS	1,500,502	Weight Watchers International, Inc.
WEIGHT WATCHERS	887,184	Weight Watchers International, Inc.
WEIGHT WATCHERS	2,120,106	Weight Watchers International, Inc.
WEIGHT WATCHERS AT HOME AND DESIGN	1,939,537	Weight Watchers International, Inc.
WEIGHT WATCHERS THE AT WORK PROGRAM	1,543,960	Weight Watchers International, Inc.
THE AT WORK PROGRAM	1,700,034	Weight Watchers International, Inc.
WEIGHT WATCHERS	1,590,664	Weight Watchers International, Inc.
WEIGHT WATCHER	842,150	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	85/692,659	Weight Watchers International, Inc.
WEIGHT WATCHERS	85/692,465	Weight Watchers International, Inc.
WEIGHT WATCHERS	85/692,509	Weight Watchers International, Inc.
WEIGHT WATCHERS	85/692,850	Weight Watchers International, Inc.
WEIGHT WATCHERS	4,301,427	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	4,273,494	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	4,273,493	Weight Watchers International, Inc.
WEIGHTWATCHERS LIVELIFE ACTIVE AND DESIGN	4,269,814	Weight Watchers International, Inc.
LOSE LIKE A MAN	4,242,101	Weight Watchers International, Inc.
WW AND DESIGN	4,242,067	Weight Watchers International, Inc.
LOSE LIKE A MAN	4,222,055	Weight Watchers International, Inc.
LOSE LIKE A MAN	4,222,051	Weight Watchers International, Inc.
WEIGHT WATCHERS AND DESIGN	85/867,962	Weight Watchers International, Inc.

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TRADEMARK
REEL: 005014 FRAME: 0268

<u>Mark</u>	<u>App. No. / Reg. No.</u>	<u>Registered Owner(s)</u>
WEIGHT WATCHERS AND DESIGN	85/692,486	Weight Watchers International, Inc.
WEIGHT WATCHERS AND DESIGN	85/692,544	Weight Watchers International, Inc.
WEIGHT WATCHERS AND DESIGN	85/692,860	Weight Watchers International, Inc.

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