

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NOVA SCOTIA, as Administrative Agent		04/02/2013	Bank: CANADA

RECEIVING PARTY DATA

Name:	WEIGHT WATCHERS INTERNATIONAL, INC.
Street Address:	675 Avenue of the Americas, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 108

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:	3366451	BE AN AFTER, STAY AN AFTER
Registration Number:	3399075	BE AN AFTER, STAY AN AFTER
Registration Number:	3088848	
Registration Number:	3088849	
Registration Number:	3248651	
Registration Number:	3263249	

TRADEMARK

OP \$2715.00 3963579

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:	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:	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

	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:	85459331	ACTIVELINK
Serial Number:	85459342	ACTIVELINK
Serial Number:	85459352	ACTVELINK
Serial Number:	85459360	ACTIVELINK
Serial Number:	85463369	AT WORK
Serial Number:	85463386	AT WORK
Serial Number:	85535897	
Serial Number:	85535912	
Serial Number:	85535862	
Serial Number:	85535876	
Serial Number:	77518276	MOMENTUM
Serial Number:	77518313	MOMENTUM

	77518052	MOMENTUM
Serial Number:	77518069	MOMENTUM
Serial Number:	77518090	MOMENTUM
Serial Number:	85131927	POINTS
Serial Number:	85131940	POINTS
Serial Number:	77948576	POINTSPLUS
Serial Number:	77948598	POINTSPLUS
Serial Number:	85069412	POINTSPLUS
Serial Number:	85469562	POWERSTART
Serial Number:	85469576	POWERSTART
Serial Number:	85554968	WEIGHT WATCHERS LIVE LIFE ACTIVE
Serial Number:	85068734	0 POINTSPLUS VALUE
Serial Number:	85068770	0 POINTSPLUS VALUE
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	
Serial Number:	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**

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ATTORNEY DOCKET NUMBER:

CRS1-38601

NAME OF SUBMITTER:

Penelope J.A. Agodoa

**TRADEMARK**

**REEL: 005014 FRAME: 0428**

	Penelope/J./A./Agodoa
Date:	04/24/2013
Total Attachments: 8 source=38601#page1.tif source=38601#page2.tif source=38601#page3.tif source=38601#page4.tif source=38601#page5.tif source=38601#page6.tif source=38601#page7.tif source=38601#page8.tif	



RELEASE OF TRADEMARK SECURITY INTEREST dated as of April 2, 2013 (this “Release”), by THE BANK OF NOVA SCOTIA, as Administrative Agent (as defined below) to WEIGHT WATCHERS INTERNATIONAL, INC., a Virginia corporation (“WWI”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable, referred to below.

Reference is made to (i) the Amendment Agreement, dated as of March 15, 2012, relating to the 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 WWI, WW Funding Corp., a Delaware Corporation (together with WWI, “the Borrowers”), the Lenders as are or may become parties thereto and The Bank of Nova Scotia, N.A., as administrative agent (in such capacity, the “Administrative Agent”), (ii) the Security Agreement dated as of September 29, 1999 (as amended by the Amendment Agreement and as further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among WWI, each of its U.S. subsidiaries (together with WWI, “the Grantors”), in favor of the Administrative Agent and (iii) the Grant of Security Interest in Trademark Rights dated as of March 15, 2012 (as amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) by WWI in favor of the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Grantors mortgaged, pledged, hypothecated and granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), and the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 29, 2012 in Reel/Frame Number 4769/0323.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Administrative Agent of their desire to obtain the release of all right, title and interest of the Administrative Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademark Collateral granted under the Credit Agreement, the Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Credit Agreement, the Security Agreement and the Copyright Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby terminate, release, cancel, relinquish and discharge any and all security interests it has against all of the following property (the “Trademark Collateral”).

- (a) all trademarks, trade names, trade dress, service marks, logos, other source of business identifiers, and designs (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing in the United States or

hereafter adopted or acquired in the United States, and all registrations and recordings thereof and all applications (with the exception of those described below) in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, including those referred to in Schedule A hereto, and all renewals thereof;

- (b) all Trademark licenses and other agreements providing each Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Schedule A hereto;
- (c) all the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) 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, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule A hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include those applications filed in jurisdictions in which the assignment of a security interest in or the transfer of title of such applications is prohibited by local law or would jeopardize the Grantor's rights therein, including, with respect to applications filed in the U.S. Patent and Trademark Office, any such applications filed pursuant to 15 U.S.C. Section 1051(b), unless and until such time as Grantor files a verified Statement of Use pursuant to 15 U.S.C. Section 1051(d), at which time such applications shall be deemed to constitute "Trademark Collateral" for purposes of this Security Agreement.

Any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void and the Administrative agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to the applicable Grantor.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, including filings with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and other necessary filings, in each case as reasonably requested by the Grantors and at the expense of the Grantors, to evidence this Release. The Administrative Agent shall take all further actions and provide to the Grantors (or their assigns or other legal representatives) all such cooperation and assistance, as reasonably requested by the Grantors and at the expense of the Grantors, to more fully and effectively effectuate the purposes of this Release.



THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By   
Name: Michelle C. Phillips, Director  
Title:

[SIGNATURE PAGE TO RELEASE OF 2012 TRADEMARK SECURITY AGREEMENT]

[[3400349]]

**TRADEMARK**  
**REEL: 005014 FRAME: 0434**

**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
5 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 POINTSPLUS VALUE AND DESIGN	85/068,734
0 POINTSPLUS 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

TRADEMARK