

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hot5, Inc.		04/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Weight Watchers International, Inc.		
Street Address:	675 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85841035	HOT5	
Serial Number:	85841023	HOT5	
Serial Number:	86264143	VERTICAL ESCAPE FITNESS CHALLENGE	
Serial Number:	86264151	VERTICAL ESCAPE FITNESS CHALLENGE	
Serial Number:	86264157	VERTICAL ESCAPE FITNESS CHALLENGE	
CORRESPONDENCE DATA			
Fax Number:	2125892858		
<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:	2125892700		
Email:	dawn.harrington@weightwatchers.com		
Correspondent Name:	Terri J. Frank		
Address Line 1:	675 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	Terri J. Frank		
SIGNATURE:	/Terri J. Frank/		
DATE SIGNED:	05/06/2015		
Total Attachments: 7			
source=2015-04-21 Trademark Assignment Agreement (EXECUTED)#page1.tif			

CH \$140.00 85841035

source=2015-04-21 Trademark Assignment Agreement (EXECUTED)#page2.tif
source=2015-04-21 Trademark Assignment Agreement (EXECUTED)#page3.tif
source=2015-04-21 Trademark Assignment Agreement (EXECUTED)#page4.tif
source=2015-04-21 Trademark Assignment Agreement (EXECUTED)#page5.tif
source=2015-04-21 Trademark Assignment Agreement (EXECUTED)#page6.tif
source=2015-04-21 Trademark Assignment Agreement (EXECUTED)#page7.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into on April 21, 2015 (the “**Effective Date**”), by and between Hot5, Inc., a Delaware corporation (“**Assignor**”), and Weight Watchers International, Inc., a Virginia corporation (“**Company**”).

WHEREAS, Assignor is the owner of record of, or has rights in and to, the trademarks and applications for trademark set forth on Schedule A attached hereto (the “**Assigned Trademarks**”), and Assignor desires to transfer to Company all right, title and interest in and to such Assigned Trademarks.

WHEREAS, Company wishes to accept such assignment of the Assigned Trademarks from Assignor.

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

1. Assignor hereby sells, assigns and transfers to Company, and Company hereby purchases and acquires from Assignor, all of Assignor’s right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized by and associated with the Assigned Trademarks, all applications and registrations thereof throughout the world, all proceeds, income, royalties, damages and payments related thereto, and all other corresponding rights secured under the laws of the United States and any foreign country, now or hereafter in effect, including without limitation, the right to bring actions, defend against or otherwise recover or collect damages or other compensation by reason of past, present or future infringement, dilution, misappropriation or other unauthorized use of the Assigned Trademarks.

2. Assignor hereby disclaims all interest in the Assigned Trademarks. Assignor hereby acknowledges and agrees that from and after the date hereof, Company shall be the exclusive owner of the Assigned Trademarks. Assignor acknowledges that all rights accruing from Assignor’s use of any Assigned Trademark prior to assignment to Company pursuant to Section 1 hereof and any goodwill resulting from such uses shall inure to the benefit of Company and that Company is the owner of all enhancements in value attached or which may become attached to such Assigned Trademarks after the date hereof.

3. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Assigned Trademarks in Company, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Company’s reasonable request. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Company is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Company and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

4. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Company as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

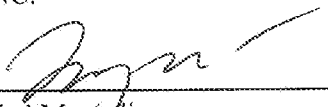
5. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of New York, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

6. This Assignment may be executed in two counterparts, each of which will be deemed an original and both of which, when taken together, will constitute one and the same Assignment.

[SIGNATURES ON FOLLOWING PAGE]

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

ASSIGNOR:
HOTS, INC.

By: 
Name: Vlad Margulis
Title: Chief Executive Officer

COMPANY:
WEIGHT WATCHERS INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

[Trademark Assignment Signature Page]

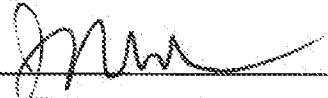
TRADEMARK
REEL: 005510 FRAME: 0749

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

ASSIGNOR:
HOT5, INC.

By: _____
Name: Vlad Margulis
Title: Chief Executive Officer

COMPANY:
WEIGHT WATCHERS INTERNATIONAL, INC.

By: 
Name: James Chang
Title: Chief Executive Officer

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Record Owner	Application Number	Filing Date	Registration Number	Registration Date	Class	Status
VERTICAL ESCAPE FITNESS CHALLENGE	China	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	N/A	N/A	009 042 041	Pending Awaiting Examination
	European Union (CTM)	Hot5, Inc.	WO1174917	7/25/2013	1174917	7/22/2014	009	Registered Proof of Use Due 7/22/2019
	European Union (CTM)	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	N/A	N/A	042 009 041	Pending Awaiting Examination
HOT5	Japan	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	7/25/2013	1174917	7/11/2014	009	Registered Proof of Use Due 7/11/2017
VERTICAL ESCAPE FITNESS CHALLENGE	Japan	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	N/A	N/A	041 042 009	Pending Awaiting Examination
	Mexico	Hot5, Inc.	WO1174917	7/25/2013	1174917	5/6/2014	009	Registered Proof of Use Due 5/6/2017

Mark	Jurisdiction	Record Owner	Application Number	Filing Date	Registration Number	Registration Date	Class	Status
VERTICAL ESCAPE FITNESS CHALLENGE	Mexico	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	N/A	N/A	041 042 009	Pending Awaiting Examination
HOT5	Norway	Hot5, Inc.	WO1174917	7/25/2013	1174917	5/23/2014	009	Registered Proof of Use Due 5/23/2019
VERTICAL ESCAPE FITNESS CHALLENGE	Norway	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	N/A	N/A	041 042 009	Pending Awaiting Examination
HOT5	Russia	Hot5, Inc.	WO1174917	7/25/2013	N/A	N/A	009	Pending To be Abandoned
VERTICAL ESCAPE FITNESS CHALLENGE	Russia	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	N/A	N/A	042 041 009	Pending Awaiting Examination
HOT5	Switzerland	Hot5, Inc.	WO1174917	7/25/2013	1174917	10/9/2014	009	Registered Proof of Use Due 10/9/2019
VERTICAL ESCAPE FITNESS CHALLENGE	Switzerland	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	N/A	N/A	042 041 009	Pending Awaiting Examination
HOT5	USPTO	Hot5, Inc.	85841035	2/5/2013	4653473	12/9/2014	009	Registered Affidavit of Use Due 12/9/2020 Renewal Due 12/9/2024

Mark	Jurisdiction	Record Owner	Application Number	Filing Date	Registration Number	Registration Date	Class	Status
HOT5	USPTO	Hot5, Inc.	85841023	2/5/2013	N/A	N/A	042	Allowed Office Action Issued Response to OA due 5/22/2015
VERTICAL ESCAPE FITNESS CHALLENGE	USPTO	Hot5, Inc.	86264143	4/28/2014	N/A	N/A	009	Allowed ITU Extension Due 5/25/2015 Statement of Use Due 5/25/2015
VERTICAL ESCAPE FITNESS CHALLENGE	USPTO	Hot5, Inc.	86264151	4/28/2014	N/A	N/A	041	Allowed ITU Extension Due 5/25/2015 Statement of Use Due 5/25/2015
VERTICAL ESCAPE FITNESS CHALLENGE	USPTO	Hot5, Inc.	86264157	4/28/2014	N/A	N/A	042	Allowed ITU Extension Due 5/25/2015 Statement of Use Due 5/25/2015
HOT5	World Intellectual Property Organization	Hot5, Inc.	WO1174917	7/25/2013	1174917	7/25/2013	009	Registered Renewal Due 7/25/2023
VERTICAL ESCAPE FITNESS CHALLENGE	World Intellectual Property Organization	Hot5, Inc.	USPTO Reference: A0045362 Int'l Registration: 1234597	9/29/2014	1234597	1/27/2015	042 041 009	Registered Renewal Due 9/29/2024