

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEIGHT WATCHERS INTERNATIONAL, INC.		04/06/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK N.A., AS ADMINISTRATIVE AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 93			
Property Type	Number	Word Mark	
Serial Number:	86709689	FITBREAK BY WEIGHT WATCHERS	
Serial Number:	86709700	FITBREAK BY WEIGHT WATCHERS	
Serial Number:	86678000	FITPOINTS	
Serial Number:	86678007	FITPOINTS	
Serial Number:	86699866	FITPOINTS	
Serial Number:	86703052	FUNRISE	
Serial Number:	86849917	SWAT FUEL	
Registration Number:	4735733	HOT5	
Registration Number:	4653473	HOT5	
Serial Number:	86269761	POINTS	
Serial Number:	86269774	POINTS	
Registration Number:	4895911	SAY HELLO TO DELICIOUS	
Serial Number:	86763028	SAY HELLO TO DELICIOUS	
Serial Number:	86763039	SAY HELLO TO DELICIOUS	
Serial Number:	86600057	SMART POINTS	
Serial Number:	86600136	SMART POINTS	
Serial Number:	86600189	SMART POINTS	
Serial Number:	86600272	SMART POINTS	
Serial Number:	86600299	SMART POINTS	
TRADEMARK			

OP \$2340.00 86709689

Property Type	Number	Word Mark
Serial Number:	86600326	SMART POINTS
Registration Number:	4919518	SMART POINTS
Registration Number:	4919515	SMARTPOINTS
Serial Number:	86600107	SMARTPOINTS
Serial Number:	86600172	SMARTPOINTS
Serial Number:	86600260	SMARTPOINTS
Serial Number:	86600291	SMARTPOINTS
Serial Number:	86600314	SMARTPOINTS
Serial Number:	86600333	SMARTPOINTS
Registration Number:	4863286	VERTICAL ESCAPE
Registration Number:	4708175	WEIGHTWATCHERS
Registration Number:	4529649	WEIGHTWATCHERS
Registration Number:	4542962	WEIGHTWATCHERS
Registration Number:	4611220	WEIGHTWATCHERS YOUR NEW BEGINNING STARTS
Registration Number:	4607162	WEIGHTWATCHERS YOUR NEW BEGINNING STARTS
Registration Number:	4194139	WELLO
Serial Number:	86843892	WW BEYOND THE SCALE
Serial Number:	86854182	WW
Serial Number:	86854203	WW
Serial Number:	86677584	WW
Serial Number:	86677615	WW
Serial Number:	86677920	WW
Serial Number:	86677941	WW
Serial Number:	86755498	WW
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:	85535862	
Registration Number:	3088848	
Registration Number:	3088849	
Registration Number:	3248651	
Registration Number:	3263249	
Registration Number:	3134113	GREAT TASTE. GOOD CHOICE. GO FOR IT.
Registration Number:	3454386	MIRATE COMO CAMBIAS
Serial Number:	77518276	MOMENTUM
Serial Number:	77518313	MOMENTUM

Property Type	Number	Word Mark
Serial Number:	77518052	MOMENTUM
Serial Number:	77518069	MOMENTUM
Serial Number:	77518090	MOMENTUM
Registration Number:	3518145	MOMENTUM WEIGHT LOSS SYSTEM
Registration Number:	3290371	ON-THE-GO
Serial Number:	85131927	POINTS
Serial Number:	85131940	POINTS
Registration Number:	3346918	POINTS VALUE
Serial Number:	77948598	POINTSPLUS
Serial Number:	85069412	POINTSPLUS
Serial Number:	85469562	POWERSTART
Registration Number:	3030749	TURNAROUND
Serial Number:	85554968	WEIGHT WATCHERS LIVE LIFE ACTIVE
Serial Number:	85068734	0 POINTSPLUS VALUE
Serial Number:	85068770	0 POINTSPLUS 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	
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
Registration Number:	1896558	EXPRESS
Registration Number:	0842150	WEIGHT WATCHER
Serial Number:	85573003	WEIGHT WATCHERS
Serial Number:	85573030	WEIGHT WATCHERS
Serial Number:	85867962	WEIGHTWATCHERS
Serial Number:	85578311	WW
Serial Number:	85578337	WW

CORRESPONDENCE DATA

**TRADEMARK
REEL: 005773 FRAME: 0096**

Fax Number: 8668265420

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.

Phone: 301-638-0511

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:	CRS1-41029
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	04/18/2016
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT dated as of April 6, 2016 (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 executed 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.

[Remainder of this page intentionally left blank]

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

WEIGHT WATCHERS INTERNATIONAL, INC.

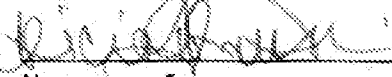
By: 

Name:

Title:

NICHOLAS HOTCHKISS
CFO

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

By: 
Name: **Alicia T. Schreibstein**
Title: **Executive Director**

Schedule of New U.S. Applications and Registrations

Title	App. No./Reg. No.	Registered Owner(s)
FITBREAK BY WEIGHT WATCHERS	86/709,689	Weight Watchers International, Inc.
FITBREAK BY WEIGHT WATCHERS	86/709,700	Weight Watchers International, Inc.
FITPOINTS	86/678,000	Weight Watchers International, Inc.
FITPOINTS	86/678,007	Weight Watchers International, Inc.
FITPOINTS	86/699,866	Weight Watchers International, Inc.
FUNRISE	86/703,052	Weight Watchers International, Inc.
GLOWMENT	86/849,917	Weight Watchers International, Inc.
HOT5	4,735,733	Weight Watchers International, Inc.
HOT5	4,653,473	Weight Watchers International, Inc.
POINTS	86/269,761	Weight Watchers International, Inc.
POINTS	86/269,774	Weight Watchers International, Inc.
SAY HELLO TO DELICIOUS	4,895,911	Weight Watchers International, Inc.
SAY HELLO TO DELICIOUS	86/763,028	Weight Watchers International, Inc.
SAY HELLO TO DELICIOUS	86/763,039	Weight Watchers International, Inc.
SMART POINTS	86/600,057	Weight Watchers International, Inc.
SMART POINTS	86/600,136	Weight Watchers International, Inc.
SMART POINTS	86/600,189	Weight Watchers International, Inc.
SMART POINTS	86/600,272	Weight Watchers International, Inc.
SMART POINTS	86/600,299	Weight Watchers International, Inc.
SMART POINTS	86/600,326	Weight Watchers International, Inc.
SMART POINTS	4,919,518	Weight Watchers International, Inc.
SMARTPOINTS	4,919,515	Weight Watchers International, Inc.
SMARTPOINTS	86/600,107	Weight Watchers International, Inc.
SMARTPOINTS	86/600,172	Weight Watchers International, Inc.
SMARTPOINTS	86/600,260	Weight Watchers International, Inc.
SMARTPOINTS	86/600,291	Weight Watchers International, Inc.
SMARTPOINTS	86/600,314	Weight Watchers International, Inc.
SMARTPOINTS	86/600,333	Weight Watchers International, Inc.
VERTICAL ESCAPE	4,863,286	Weight Watchers International, Inc.
WEIGHTWATCHERS	4,708,175	Weight Watchers International, Inc.
WEIGHTWATCHERS LOGOTYPE	4,529,649	Weight Watchers International, Inc.
WEIGHTWATCHERS BLUE LOGOTYPE	4,542,962	Weight Watchers International, Inc.
WEIGHTWATCHERS YOUR NEW BEGINNING STARTS HERE	4,611,220	Weight Watchers International, Inc.
WEIGHTWATCHERS YOUR NEW BEGINNING STARTS HERE	4,607,162	Weight Watchers International, Inc.
WELLO	4,194,139	Weight Watchers International, Inc.
WW BEYOND THE SCALE LOGO	86/843,892	Weight Watchers International, Inc.
WW IN A CIRCLE	86/854,182	Weight Watchers International, Inc.

WW IN A CIRCLE	86/854,203	Weight Watchers International, Inc.
WW STACKED LOGO	86/677,584	Weight Watchers International, Inc.
WW STACKED LOGO	86/677,615	Weight Watchers International, Inc.
WW STACKED LOGO	86/677,920	Weight Watchers International, Inc.
WW STACKED LOGO	86/677,941	Weight Watchers International, Inc.
WW STACKED LOGO	86/755,498	Weight Watchers International, Inc.

Schedule of Abandoned U.S. Trademark Applications and Registrations

Title	App. No./Reg. No.	Registered Owner(s)
AT WORK	85/463,369	Weight Watchers International, Inc.
AT WORK	85/463,386	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 (Figure of a man for ActiveLink)	85/535,897	Weight Watchers International, Inc.
DESIGN ONLY (Figure of a man for ActiveLink)	85/535,862	Weight Watchers International, Inc.
DESIGN ONLY (Check in a Box)	3,088,848	Weight Watchers International, Inc.
DESIGN ONLY (Check in a Box)	3,088,849	Weight Watchers International, Inc.
DESIGN ONLY (Check in a Box)	3,248,651	Weight Watchers International, Inc.
DESIGN ONLY (Check in a Box)	3,263,249	Weight Watchers International, Inc.
GREAT TASTE, GOOD CHOICE, GO FOR IT	3,134,113	Weight Watchers International, Inc.
MIRATE COMO CAMBIAS	3,454,386	Weight Watchers International, Inc.
MOMENTUM	77/518,276	Weight Watchers International, Inc.
MOMENTUM	77/518,313	Weight Watchers International, Inc.
MOMENTUM AND DESIGN	77/518,052	Weight Watchers International, Inc.
MOMENTUM AND DESIGN	77/518,069	Weight Watchers International, Inc.
MOMENTUM AND DESIGN	77/518,090	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	85/131,927	Weight Watchers International, Inc.
POINTS	85/131,940	Weight Watchers International, Inc.
POINTS VALUE AND DESIGN	3,346,918	Weight Watchers International, Inc.
POINTSPLUS	77/948,598	Weight Watchers International, Inc.
POINTSPLUS AND DESIGN	85/069,412	Weight Watchers International, Inc.
POWERSTART AND DESIGN	85/469,562	Weight Watchers International, Inc.
TURNAROUND	3,030,749	Weight Watchers International, Inc.
WEIGHT WATCHERS LIVE LIFE ACTIVE	85/554,968	Weight Watchers International, Inc.
0 POINTSPLUS VALUE AND DESIGN	85/068,734	Weight Watchers International, Inc.
0 POINTSPLUS VALUE AND DESIGN	85/068,770	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 MOMENTUM	77/518,246	Weight Watchers International, Inc.
WEIGHT WATCHERS MOMENTUM	77/518,234	Weight Watchers International, Inc.
FINALLY LOSING WEIGHT CLICKS	77/933,580	Weight Watchers International, Inc.
FINALLY LOSING WEIGHT CLICKS	77/933,556	Weight Watchers International, Inc.
DESIGN ONLY (Plus Design)	85/278,614	Weight Watchers International, Inc.
BELIEVE BECAUSE IT WORKS	85/431,910	Weight Watchers International, Inc.
BELIEVE BECAUSE IT WORKS	85/431,916	Weight Watchers International, Inc.
BELIEVE BECAUSE IT WORKS BELIEVE YOU	85/431,862	Weight Watchers International, Inc.

BELIEVE BECAUSE IT WORKS BELIEVE YOU AND DESIGN	85/431,876	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.
WEIGHT WATCHER	842,150	Weight Watchers International, Inc.
WEIGHT WATCHERS	85/573,003	Weight Watchers International, Inc.
WEIGHT WATCHERS	85/573,030	Weight Watchers International, Inc.
WEIGHT WATCHERS AND DESIGN	85/867,962	Weight Watchers International, Inc.
WW WAVE AND DESGIN (WW with Wave)	85/578,311	Weight Watchers International, Inc.
WW WAVE AND DESGIN (WW with Wave)	85/578,337	Weight Watchers International, Inc.