

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weight Watchers International, Inc.		08/09/2017	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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87413628	WW FOCUS	
Serial Number:	87413639	WW FOCUS	
Serial Number:	87413651	WW FOCUS THE MISSING PIECE	
Serial Number:	87413664	WW FOCUS THE MISSING PIECE	
Serial Number:	87499928	ZEROPOINTS	
Serial Number:	87499950	ZEROPOINTS	
Serial Number:	87499968	ZEROPOINTS	
Serial Number:	87499989	ZEROPOINTS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F172052 CSM		

OP \$215.00 87413628

NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	08/15/2017
Total Attachments: 5 source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Untitled Extract Pages#page1.tif	

TRADEMARK SECURITY AGREEMENT dated as of August 9, 2017 (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.

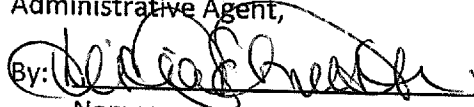
[Remainder of this page intentionally left blank]

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: Teri J. Frank
Name: Teri J. Frank
Title: S.V.P. and Associate General Counsel

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

By: 

Name:

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

TRADEMARK

REEL: 006129 FRAME: 0212

Schedule of New U.S. Applications and Registrations

Title	App. No./Reg. No.	Registered Owner(s)
WW FOCUS Logo	87/413,628	Weight Watchers International, Inc.
WW FOCUS Logo	87/413,639	Weight Watchers International, Inc.
WW FOCUS THE MISSING PIECE Logo	87/413,651	Weight Watchers International, Inc.
WW FOCUS THE MISSING PIECE Logo	87/413,664	Weight Watchers International, Inc.
ZEROPOINTS	87/499,928	Weight Watchers International, Inc.
ZEROPOINTS	87/499,950	Weight Watchers International, Inc.
ZEROPOINTS	87/499,968	Weight Watchers International, Inc.
ZEROPOINTS	87/499,989	Weight Watchers International, Inc.