

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		11/29/2017	National Banking Association: UNITED STATES
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: 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	
Registration Number:	4895911	SAY HELLO TO DELICIOUS	
Registration Number:	4919518	SMART POINTS	
Registration Number:	4919515	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	
TRADEMARK			

OP \$2340.00 86709689

Property Type	Number	Word Mark
Serial Number:	86269761	POINTS
Serial Number:	86269774	POINTS
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
Serial Number:	86600326	SMART POINTS
Serial Number:	86600107	SMARTPOINTS
Serial Number:	86600172	SMARTPOINTS
Serial Number:	86600260	SMARTPOINTS
Serial Number:	86600291	SMARTPOINTS
Serial Number:	86600314	SMARTPOINTS
Serial Number:	86600333	SMARTPOINTS
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
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	
Registration Number:	3134113	GREAT TASTE. GOOD CHOICE. GO FOR IT.
Registration Number:	3454386	MIRATE COMO CAMBIAS
Serial Number:	85463369	AT WORK
Serial Number:	85463386	AT WORK
Serial Number:	85535897	
Serial Number:	85535862	
Serial Number:	77518313	MOMENTUM
Serial Number:	77518052	MOMENTUM

Property Type	Number	Word Mark
Serial Number:	77518069	MOMENTUM
Serial Number:	77518090	MOMENTUM
Registration Number:	3518145	MOMENTUM WEIGHT LOSS SYSTEM
Registration Number:	3290371	ON-THE-GO
Registration Number:	3346918	POINTS VALUE
Registration Number:	3030749	TURNAROUND
Registration Number:	3060408	CORE PLAN
Registration Number:	3047040	WATCH YOURSELF CHANGE
Registration Number:	2938282	GREAT TASTE AND FLAVOR YOU CAN COUNT ON!
Serial Number:	85131927	POINTS
Serial Number:	85131940	POINTS
Serial Number:	77948598	POINTSPLUS
Serial Number:	85069412	POINTSPLUS
Serial Number:	85469562	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
Registration Number:	1896558	EXPRESS
Registration Number:	842150	WEIGHT WATCHER
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
Serial Number:	85573003	WEIGHT WATCHERS
Serial Number:	85573030	WEIGHT WATCHERS
Serial Number:	85867962	WEIGHTWATCHERS
Serial Number:	85578311	WW
Serial Number:	85578337	WW
Serial Number:	77518276	MOMENTUM

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006216 FRAME: 0501**

Fax Number: 8004947512

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

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:	F174059 TM RLSE 4.16
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NAME OF SUBMITTER:	Jordana Dreyfuss
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SIGNATURE:	/Jordana Dreyfuss/
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DATE SIGNED:	11/30/2017
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Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN
TRADEMARKS dated as of November 29, 2017 (this “Release”),
by JPMORGAN CHASE BANK, N.A. (“JPMCB”), as the
Administrative Agent (the “Administrative Agent”).

A. Reference is made to (i) the Credit Agreement dated as of April 2, 2013 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified prior to the date hereof, the “Credit Agreement”), among Weight Watchers International, Inc., a Virginia corporation (the “Borrower”), the Lenders party thereto and 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, (ii) 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, (iii) the Trademark Security Agreement dated as of April 2, 2013, among the Borrower and the Administrative Agent, (iv) the Trademark Security Agreement dated as of April 6, 2016, among the Borrower and the Administrative Agent, (v) the Trademark Security Agreement dated as of May 16, 2016, among the Borrower and the Administrative Agent, (vi) the Trademark Security Agreement dated as of August 12, 2016, among the Borrower and the Administrative Agent, (vii) the Trademark Security Agreement dated as of November 11, 2016, among the Borrower and the Administrative Agent, (viii) the Trademark Security Agreement dated as of April 4, 2017, among the Borrower and the Administrative Agent and (ix) the Trademark Security Agreement dated as of August 9, 2017, among the Borrower and the Administrative Agent (the documents set forth in clauses (iii) through (ix), the “Trademark Security Agreements”, and together with the Collateral Agreement, the “Security Agreements”).

B. Pursuant to the Security Agreements, the Borrower (in such capacity, the “Grantor”) granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in, among other things, the Trademarks set forth on Schedule I hereto (the “Trademark Collateral”), and pursuant to the Trademark Security Agreements, such security interest was recorded with the United States Patent & Trademark Office (the “USPTO”) on April 18, 2016 at Reel/Frame 5773/0094.

C. Pursuant to the Payoff Letter dated as of November 29, 2017, among the Borrower and the Administrative Agent, the Administrative Agent agreed to release any and all liens and security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Administrative Agent, on behalf of the Secured Parties, does hereby state as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Trademark Security Agreements, the Credit Agreement, or the Collateral Agreement, as applicable.

SECTION 2. Release. The Administrative Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns, does hereby terminate the Trademark Security Agreements and, release, relinquish and discharge its and their lien and security interest granted under the Security Agreements in the Trademark Collateral and any right, title or interest granted under the Security Agreements it has in the Trademark Collateral shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Administrative Agent, or any other Secured Party.

SECTION 3. Further Assurances. The Administrative Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the USPTO. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrower's cost.

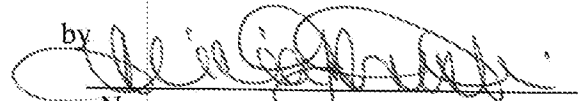
THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

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

by



Name:

Title:

Alicia T. Schreibstein
Executive Director

SCHEDULE I

Trademarks

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.
HOTS	4,735,733	Weight Watchers International, Inc.
HOTS	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.