

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452585

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: 4			
Property Type	Number	Word Mark	
Serial Number:	86967762	2 SMARTPOINTS VALUE	
Serial Number:	86967792	4 SMARTPOINTS VALUE	
Serial Number:	87034890	GLOWFEST	
Serial Number:	86969441	WEIGHT WATCHERS	
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:	2023704750		
Email:	ipteam@coagencyglobal.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 5.16		
NAME OF SUBMITTER:	Jordana Dreyfuss		
SIGNATURE:	/Jordana Dreyfuss/		
DATE SIGNED:	11/30/2017		
Total Attachments: 4			

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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 May 18, 2016 at Reel/Frame 5796/0030.

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.

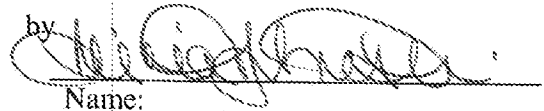
THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[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. Schraibstein
Executive Director

SCHEDULE I

Trademarks

Title	App. No./Reg. No.	Registered Owner(s)
2 SMARTPOINTS VALUE Icon	86/967,762	Weight Watchers International, Inc.
4 SMARTPOINTS VALUE Icon	86/967,792	Weight Watchers International, Inc.
GLOWFEST	87/034,890	Weight Watchers International, Inc.
WEIGHT WATCHERS	86/969,441	Weight Watchers International, Inc.