

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		11/29/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weight Watchers International, Inc.		
<b>Street Address:</b>	675 Avenue of the Americas, 6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87117035	PROJECT L.I.F.T LIVE INSPIRED. FIGHT TOG	
<b>Serial Number:</b>	87151830	WW FRESH	
<b>Serial Number:</b>	87151851	WW FRESH	
<b>Serial Number:</b>	87151892	WW FRESH	
<b>Serial Number:</b>	87166239	WW FRESH	
<b>Serial Number:</b>	87166255	WW FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F174059 TM RLSE 11.16		
<b>NAME OF SUBMITTER:</b>	Jordana Dreyfuss		
<b>SIGNATURE:</b>	/Jordana Dreyfuss/		

OP \$165.00 87117035

<b>DATE SIGNED:</b>	11/30/2017
---------------------	------------

**Total Attachments: 4**

source=Trademark Release (Nov 2016)#page2.tif

source=Trademark Release (Nov 2016)#page3.tif

source=Trademark Release (Nov 2016)#page4.tif

source=Trademark Release (Nov 2016)#page5.tif

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 November 17, 2016 at Reel/Frame 5922/0236.

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. Schrubstein  
Executive Director

**SCHEDULE I**

Trademarks

Title	App. No./Reg. No.	Registered Owner(s)
PROJECT L.I.F.T LIVE INSPIRED. FIGHT TOGETHER Logo	87/117,035	Weight Watchers International, Inc.
WW FRESH Logo	87/151,830	Weight Watchers International, Inc.
WW FRESH Logo	87/151,851	Weight Watchers International, Inc.
WW FRESH Logo	87/151,892	Weight Watchers International, Inc.
WW FRESH Logo	87/166,239	Weight Watchers International, Inc.
WW FRESH Logo	87/166,255	Weight Watchers International, Inc.