

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477086

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Weight Watchers International, Inc.		05/10/2018	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: United States		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87862566	WW	
<b>Serial Number:</b>	87862579	WW	
<b>Serial Number:</b>	87862589	WW	
<b>Serial Number:</b>	87862598	WW	
<b>Serial Number:</b>	87862558	WW	
<b>Serial Number:</b>	87896830	WW STUDIO	
<b>Serial Number:</b>	87896806	WW STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<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>	F177416		
<b>NAME OF SUBMITTER:</b>	Jordana Dreyfuss		

OP \$190.00 87862566

<b>SIGNATURE:</b>	/Jordana Dreyfuss/
<b>DATE SIGNED:</b>	06/07/2018
<b>Total Attachments: 5</b> source=Trademark Security Agreement [For Filing]#page2.tif source=Trademark Security Agreement [For Filing]#page3.tif source=Trademark Security Agreement [For Filing]#page4.tif source=Trademark Security Agreement [For Filing]#page5.tif source=Trademark Security Agreement [For Filing]#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of May 10, 2018 (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 November 29, 2017 (as amended, restated, supplemented, extended or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as the Administrative Agent and an Issuing Bank, and (b) the Guarantee and Collateral Agreement dated as of November 29, 2017 (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 Terri J. Frank  
Name: Terri J. Frank  
Title: SVP & Associate General Counsel

[SUBSIDIARY LOAN PARTIES],


by

\_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006389 FRAME: 0502

JPMORGAN CHASE BANK, N.A.,  
AS ADMINISTRATIVE AGENT,

by 

Name:

Title:

**Alicia T. Schreibstein**  
Executive Director

SCHEDULE I

Schedule of New U.S. Applications and Registrations

Title	App. No./Reg. No.	Registered Owner(s)
WW Logo	87/862,566	Weight Watchers International, Inc.
WW Logo	87/862,579	Weight Watchers International, Inc.
WW Logo	87/862,589	Weight Watchers International, Inc.
WW Logo	87/862,598	Weight Watchers International, Inc.
WW Logo	87/862,558	Weight Watchers International, Inc.
WW STUDIO Logo	87/896,830	Weight Watchers International, Inc.
WW STUDIO Logo	87/896,806	Weight Watchers International, Inc.