

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WW International, Inc.		05/07/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W. Trade St.		
Internal Address:	Gateway Village - 900 Building		
City:	Charlotte		
State/Country:	NEW YORK		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4312509	WEIGHT WATCHERS	
Serial Number:	87413639	WW FOCUS	
Serial Number:	87413651	WW FOCUS THE MISSING PIECE	
Serial Number:	87413664	WW FOCUS THE MISSING PIECE	
Serial Number:	87534303	WW FREESTYLE	
Serial Number:	87534431	WW FREESTYLE	
Serial Number:	87534455	WW FREESTYLE	
Serial Number:	87608785	WW FRESH SMART PORTIONS DELIVERED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1354948 TM PC		

OP \$215.00 4312509

NAME OF SUBMITTER:	Rachael Hall
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	05/13/2021
Total Attachments: 5 source=WW - Trademark Filing Post Closing#page2.tif source=WW - Trademark Filing Post Closing#page3.tif source=WW - Trademark Filing Post Closing#page4.tif source=WW - Trademark Filing Post Closing#page5.tif source=WW - Trademark Filing Post Closing#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 7, 2021 (this “Agreement”), among WW International, Inc., a Virginia corporation (the “Grantor”), and Bank of America, N.A. (“BofA”), in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of April 13, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WW International, Inc., a Virginia corporation (the “Borrower”), the Lenders from time to time party thereto and BofA, as Administrative Agent and an Issuing Bank, and (b) the Pledge and Security Agreement dated as of April 13, 2021 (the “Security Agreement”), among the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral 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 any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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 signature page to this Agreement by facsimile or other electronic transmission or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method

and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE EQUAL PRIORITY INTERCREDITOR AGREEMENT, ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER CUSTOMARY INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH CUSTOMARY INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WW INTERNATIONAL, INC.

By: 
Name: Amy O'Keefe
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Carol Alfonso
Title: Assistant Vice President

SCHEDULE I

U.S Trademark Applications and Registrations

<u>Title</u>	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
<u>WEIGHT WATCHERS</u>	4,312,509	WW International, Inc. (f/k/a Weight Watchers International, Inc.)
<u>WW FOCUS Logo</u>	87/413,639	WW International, Inc. (f/k/a Weight Watchers International, Inc.)
<u>WW FOCUS THE MISSING PIECE Logo</u>	87/413,651	WW International, Inc. (f/k/a Weight Watchers International, Inc.)
<u>WW FOCUS THE MISSING PIECE Logo</u>	87/413,664	WW International, Inc. (f/k/a Weight Watchers International, Inc.)
<u>WW FREESTYLE</u>	87/534,303	WW International, Inc. (f/k/a Weight Watchers International, Inc.)
<u>WW FREESTYLE Logo</u>	87/534,431	WW International, Inc. (f/k/a Weight Watchers International, Inc.)
<u>WW FREESTYLE Logo</u>	87/534,455	WW International, Inc. (f/k/a Weight Watchers International, Inc.)
<u>WW FRESH SMART PORTIONS DELIVERED Logo</u>	87/608,785	WW International, Inc. (f/k/a Weight Watchers International, Inc.)