

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639490

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.		04/13/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	WW International, Inc. (f/k/a 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
Name:	W Holdco, Inc.
Street Address:	675 Avenue of the Americas, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	88144188	WELLOW
Serial Number:	88144199	WELLOW
Serial Number:	88149787	WELLOW
Serial Number:	88036576	WW
Serial Number:	88036587	WW
Serial Number:	88036602	WW
Serial Number:	88082535	WW HEALTHY KITCHEN
Serial Number:	87905871	WELLNESS THAT WORKS
Serial Number:	87905901	WELLNESSWINS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
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:	1354948 TM Rel J
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NAME OF SUBMITTER:	Rachael Hall
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SIGNATURE:	/Rachael Hall/
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DATE SIGNED:	04/15/2021
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of April 13, 2021 (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 November 29, 2017 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified prior to the date hereof, the “Credit Agreement”), among WW International, Inc. (f/k/a Weight Watchers International, Inc.), a Virginia corporation (the “Borrower”), the Lenders party thereto and JPMCB, as the Administrative Agent and an Issuing Bank, (ii) 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, and (iii) the Trademark Security Agreement dated as of November 8, 2018 among the Borrower, W Holdco, Inc. and the Administrative Agent (the “Trademark Security Agreement”, and together with the Collateral Agreement, the “Security Agreements”).

B. Pursuant to the Security Agreements, the Borrower and W Holdco, Inc. (in such capacities, collectively, the “Grantors”) granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in, among other things, the Trademarks set forth on Schedule I hereto (the “Trademark Collateral”), and pursuant to the Trademark Security Agreement, such security interest was recorded with the United States Patent & Trademark Office (the “USPTO”) on March 19, 2019 at Reel/Frame 6603/0289.

C. Pursuant to the Payoff Letter dated as of April 13, 2021, 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 Agreement, 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 Agreement 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 Grantors or the Grantors' 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: Sarah Gang
Title: Executive Director

SCHEDULE I

Trademarks

<u>Mark</u>	<u>App. No. / Reg. No.</u>	<u>Registered Owner(s)</u>
WELLOW	88/144,188	Weight Watchers International, Inc.
WELLOW	88/144,199	Weight Watchers International, Inc.
WELLOW	88/149,787	Weight Watchers International, Inc.
WW Logo	88/036,576	Weight Watchers International, Inc.
WW Logo	88/036,587	Weight Watchers International, Inc.
WW Logo	88/036,602	Weight Watchers International, Inc.
WW Healthy Kitchen Logo	88/082,535	Weight Watchers International, Inc.
WELLNESS THAT WORKS	87/905,871	W Holdco, Inc.
WELLNESS WINS	87/905,901	W Holdco, Inc.

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