

10-20-1999

128

FORM PTO-1565



COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101175093

NY 10-14-99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Weight Watchers International, Inc.
Waist Watchers, Inc.
Weight Watchers Direct, Inc.
Weight Watchers North America, Inc.
W/W Twentyfirst Corporation
W.W. Weight Reduction Services, Inc.
W.W.I. European Services, Ltd
W.W. Inventory Service Corp.
58 WW Food Corp
Weight Watchers Camps, Inc.
W.W. Camps and Spas, Inc.

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Bank of Nova Scotia, as administrative agent.

Internal Address: _____



Street Address: One Liberty Plaza

City: New York State: NY Zip: 10006

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: September 29, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Application Numbers: _____

Registration Numbers: _____

See Attached List

See attached List

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 1903 K Street, NW

City: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41): \$120.00

- Enclosed (Check No. 18010)
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

10/20/1999 DMGUYEN 0000062 08896855

01 FC:581

120.00 OP

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

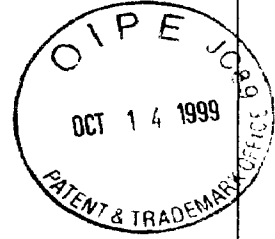
October 14, 1999
Date

Total number of pages including cover sheet, attachments and documents: 12

PATENT
REEL: 010310 FRAME: 0266

**Patent Schedule
Weight Watchers (UK) Limited
22 September 1999**

Patent No.	Patent	Owner	Status
76026/96	Slimmer's Calculator	Weight Watchers (UK) Limited	First Examiner's Report issues.



99cm M011052880N1 915448 22.09.1999

U.S. Patent Applications

Title	Filed	Serial #	Status
Process for Controlling Body Weight	7/18/97	08/896,855	Allowed
Process for Controlling Body Weight (with exercise)	5/4/99	09/305,088	Filed





PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 29, 1999, made by WEIGHT WATCHERS INTERNATIONAL, INC., a Virginia corporation ("WWI" and a "Grantor") and each of the U.S. Subsidiaries of WWI (each a "Grantor", and collectively with WWI, the "Grantors"), and THE BANK OF NOVA SCOTIA ("Scotiabank"), as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (defined terms used in this preamble or the recitals hereto without definition have the respective meanings set forth (or incorporated) in Section 1).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 29, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WWI, WW FUNDING CORP., a Delaware corporation (the "SP1 Borrower", and together with WWI, the "Borrowers"), the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), CREDIT SUISSE FIRST BOSTON ("CSFB"), as the syndication agent and as a lead arranger (in such capacities, the "Syndication Agent" and a "Lead Arranger", respectively), BHF (USA) CAPITAL CORPORATION, as documentation agent (the "Documentation Agent") and Scotiabank, as (x) the paying agent and registration agent for the TLCs and (y) a lead arranger (in such capacity, a "Lead Arranger") and as Issuer for the Lenders, the Secured Parties have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of each Credit Extension (including the initial Credit Extension) under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all, as applicable, Obligations or SP1 Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make each Credit Extension (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement and to induce the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of (a) in the case of each Grantor other than the SP1 Borrower, the Obligations and (b) in the case of the SP1 Borrower, the SP1 Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all United States letters patent and applications for letters patent and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses and other agreements providing any Grantor with the right to use any of the items of the type referred to in clauses (a) and (b), including each patent license referred to in Item B of Attachment 1 hereto;

(d) the right to sue third parties for past, present or future infringements of any Patent Collateral described in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the occurrence of the Repayment Date, the Administrative Agent shall, at the applicable Grantor's expense, execute and deliver to such Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEIGHT WATCHERS INTERNATIONAL, INC.

By: Robert W. Holloway
Title: Secretary

WAIST WATCHERS, INC.
WEIGHT WATCHERS DIRECT, INC.
WEIGHT WATCHERS NORTH AMERICA, INC.
W/W TWENTYFIRST CORPORATION
W.W. WEIGHT REDUCTION SERVICES, INC.
W.W.I. EUROPEAN SERVICES, LTD
W.W. INVENTORY SERVICE CORP.
58 WW FOOD CORP.
WEIGHT WATCHERS CAMPS, INC.
W.W. CAMPS AND SPAS, INC.

By: Robert W. Holloway
Title: Secretary

THE BANK OF NOVA SCOTIA, as
Administrative Agent

By: _____
Title: _____



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

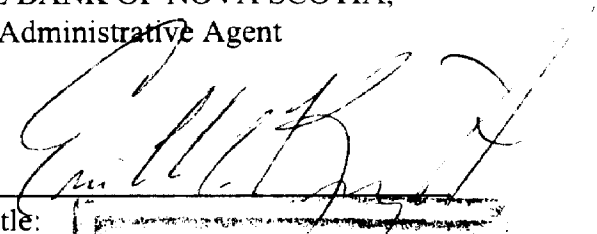
WEIGHT WATCHERS INTERNATIONAL, INC.

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WAIST WATCHERS, INC.
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W.W. INVENTORY SERVICE CORP.
58 WW FOOD CORP.
WEIGHT WATCHERS CAMPS, INC.
W.W. CAMPS AND SPAS, INC.

By: _____
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Title:

ERIC M. KNIGHT
AUTHORIZED SIGNATORY



Item A. Patents

Issued Patents

See Attached

Pending Patent Application

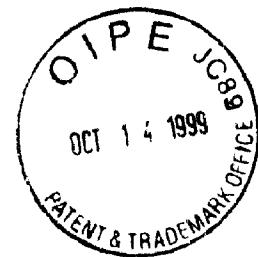
See Attached

Patent Applications in Preparation

See Attached

Item B. Patent Licenses

None



U.S. Patents

None.



**Patent Schedule
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22 September 1999**

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962878.1 92759 1544C 99543001

RECORDED: 10/14/1999

PATENT
REEL: 010310 FRAME: 0277