

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT RELEASE
CONVEYING PARTY DATA	
Name	Execution Date
CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent	01/26/2007
RECEIVING PARTY DATA	
Name:	WeightWatchers.com, Inc.
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	10355425
Application Number:	10797274
Application Number:	10797282
Application Number:	10797284
Application Number:	10797502
Application Number:	10871447
Application Number:	10872880
CORRESPONDENCE DATA	
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OP \$280.00 10355425

NAME OF SUBMITTER:

Christopher Dore

Total Attachments: 4

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SECOND LIEN PATENT RELEASE dated as of January 26, 2007, by CREDIT SUISSE, as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

A. Reference is made to the Second Lien Credit Agreement dated as of December 16, 2005 (as amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), among WeightWatchers.com, Inc., a Delaware corporation (the "**Grantor**"), the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse, as Collateral Agent.

B. Reference is made to the Second Lien Pledge and Security Agreement dated as of December 16, 2005 (as amended, restated, supplemented or otherwise modified, the "**Pledge and Security Agreement**"), between the Grantor and the Collateral Agent. Pursuant to the Pledge and Security Agreement, the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, all right, title or interest of the Grantor in or to any and all of the following assets and properties (collectively, the "**Patent Collateral**"): all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein. The security interest of the Collateral Agent in the Patent Collateral was recorded with the United States Patent & Trademark Office.

C. In connection with the termination of the Credit Agreement, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent in and to the Patent Collateral granted under the Pledge and Security Agreement and the other Loan Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest (including, without limitation, security interests and liens) of the Collateral Agent in and to the Patent Collateral, including, without limitation, the Patents set forth on Schedule I attached hereto, pursuant to the Pledge and Security Agreement and the other Loan Documents shall hereby automatically terminate (without any representation or warranty of any kind or nature), the debt secured thereby having been paid and satisfied in full, and all right, title and interest the Collateral Agent may have in the Patent Collateral shall be reassigned to the Grantor. Upon this reassignment, all right, title and interest in the Patent Collateral shall be vested in the Grantor as fully as if the assignment of the Patent Collateral to the Collateral Agent had not been made.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officers as of the day and year above written.

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name: SARAH WU
Title: DIRECTOR

by



Name: SHAHEEN MALIK
Title: ASSOCIATE

[[2676512]]

Schedule I

See attachment.

OWNED PATENTS

U.S. Patent Applications

<u>Patent Application No.</u>	<u>Filing Date</u>
10/355,425	1/31/03
10/797,274	3/10/04
10/797,282	3/10/04
10/797,284	3/10/04
10/797,502	3/10/04
10/871,447	6/18/04
10/872,880	6/21/04