

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
WEIGHT WATCHERS INTERNATIONAL, INC.	04/02/2013

RECEIVING PARTY DATA

Name:	JP MORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	10 South Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	12549251
Application Number:	12549958
Application Number:	12550240
Application Number:	12549721
Application Number:	12549533
Patent Number:	6663564
Patent Number:	6878885
Application Number:	13210445
Patent Number:	6436036
Patent Number:	6040531
Patent Number:	7523040
Patent Number:	7361143
Application Number:	10797284
Application Number:	61730029
Application Number:	13493845

OP \$640.00 12549251

Application Number:

13529275

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

CRS1-38599

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

Penelope/J./A./Agodoa

Date:

04/26/2013

Total Attachments: 7

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

WEIGHT WATCHERS INTERNATIONAL, INC.

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

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, N.A., as Administrative Agent

Internal Address: _____

Street Address: 10 South Dearborn, 7th Floor

City: Chicago

State: IL

Country: USA Zip: 60603

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) APRIL 2, 2013

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

PLEASE SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 16**7. Total fee (37 CFR 1.21(h) & 3.41) \$** _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

4/23/2013

Date

MATTHEW D'AURIA

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT dated as of April 2, 2013 (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 April 2, 2013 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, JPMCB, as the Administrative Agent and an Issuing Bank, and The Bank of Nova Scotia, as the Revolving Agent, the Swingline Lender and an Issuing Bank, and (b) the Guarantee and Collateral Agreement dated as of April 2, 2013 (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 Patents now owned or at any time hereafter acquired, including those listed on Schedule I (the "Patent 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 Patent 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 exe-

cuted 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: 
Name: Nicholas Hotchkin
Title: Chief Financial Officer

[Patent Security Agreement Signature Page]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

By: 

Name:

Title: **Stephen Zajac**
Executive Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

[[3401014]]

PATENT
REEL: 030295 FRAME: 0560

Schedule I
U.S. PATENTS

<u>Title</u>	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
Processes and systems based on dietary fiber as energy	12/549,251	Weight Watchers International, Inc.
Processes and systems for achieving and assisting in improved nutrition	12/549,958	Weight Watchers International, Inc.
Processes and systems for achieving and assisting in improved nutrition based on food energy data and relative healthfulness data	12/550,240	Weight Watchers International, Inc.
Processes and systems using and producing food healthfulness data based on linear combinations of nutrients	12/549,721	Weight Watchers International, Inc.
Processes and systems using and producing food healthfulness data based on food metagroups	12/549,533	Weight Watchers International, Inc.
Process for controlling body weight	6,663,564	Weight Watchers International, Inc.
Process for controlling body weight	6,878,885	Weight Watchers International, Inc.
Scales displaying nutritional information	13/210,445	Weight Watchers International, Inc.
Process for controlling body weight	6,436,036	Weight Watchers International, Inc.
Process for controlling body weight	6,040,531	Weight Watchers International, Inc.
Software and hardware system for enabling weight control	7,523,040	Weight Watchers International, Inc.; Weightwatchers.com, Inc.
Weight control system having varying meal plans and meal planning schemes	7,361,143	Weight Watchers International, Inc.; Weightwatchers.com, Inc.
Weight control system with meal plan and journal	10/797,284	Weight Watchers International, Inc.; Weightwatch-

<u>Title</u>	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
		ers.com, Inc.
Methods and systems for conducting interactive lifestyle reinforcement games related to activities or routines	61/730, 029	Weight Watchers International, Inc.
Methods and systems for weight control by utilizing visual tracking of living factors	13/493,845	Weight Watchers International, Inc.
Methods and systems for weight control by utilizing visual tracking of living factor(s)	13/529,275	Weight Watchers International, Inc.

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