

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4709616

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
WEIGHT WATCHERS INTERNATIONAL, INC.		11/29/2017
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	270 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	6663564	
Patent Number:	6878885	
Patent Number:	6436036	
Patent Number:	6040531	
Patent Number:	7523040	
Patent Number:	7361143	
Application Number:	12550240	
Application Number:	13210445	
Application Number:	10797284	
Application Number:	14603039	
Application Number:	62169676	
Application Number:	15012315	
Application Number:	15204699	
Application Number:	15413856	
Application Number:	15617656	
Application Number:	15171819	
Application Number:	15729354	
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

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

Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: MELONY SOT
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:	F174059 PT AGMT
--------------------------------	-----------------

NAME OF SUBMITTER:	JORDANA DREYFUSS
---------------------------	------------------

SIGNATURE:	/Jordana Dreyfuss/
-------------------	--------------------

DATE SIGNED:	11/29/2017
---------------------	------------

Total Attachments: 5

source=Patent Security Agreement#page2.tif

source=Patent Security Agreement#page3.tif

source=Patent Security Agreement#page4.tif

source=Patent Security Agreement#page5.tif

source=Patent Security Agreement#page6.tif

PATENT SECURITY AGREEMENT dated as of November 29, 2017 (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 November 29, 2017 (as amended, restated, supplemented, extended or otherwise modified in writing from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as the Administrative Agent and an Issuing Bank, and (b) the 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. 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

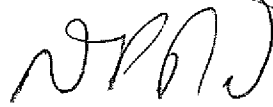
shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[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 P. Hotchkin
Title: Chief Financial Officer

WEIGHTWATCHERS.COM, INC.

By:



Name: Nicholas P. Hotchkin
Title: Vice President and Treasurer

[Signature Page to Patent Security Agreement]

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

by 
Name:
Title: Alicia T. Schreibstein
Executive Director

Schedule I

U.S. PATENTS

Title	App. No./ Reg. No.	Registered Owner(s)
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.
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.; Weightwatchers.com, Inc.
Methods and systems for weight control by utilizing visual tracking of living factor(s)	14/603,039	Weight Watchers International, Inc.
Methods of Weight Management Control	62/169,676	Weight Watchers International, Inc.
Processes and Systems for Achieving and Assisting in Improved Nutrition Based on Food Energy Data and Relative Healthfulness Data	15/012,315	Weight Watchers International, Inc.
Processes and Systems for Achieving and Assisting in Improved Nutrition Based on Food Energy Data and Relative Healthfulness Data	15/204,699	Weight Watchers International, Inc.
Processes and Systems for Achieving and Assisting in Improved Nutrition Based on Food Energy Data and Relative Healthfulness Data	15/413,856	Weight Watchers International, Inc.
Processes and Systems for Achieving and Assisting in Improved Nutrition Based on Food Energy Data and Relative Healthfulness Data	15/617,656	Weight Watchers International, Inc.
Points-based Diets for Weight Management Control and Methods of Administering Thereof	15/171,819	Weight Watchers International, Inc.
Methods and systems for weight control by utilizing visual tracking of living factor(s)	15/729,354	Weight Watchers International, Inc.