

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEIGHT WATCHERS INTERNATIONAL, INC.		03/19/2019 11/08/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
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	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
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:	1059806 TM B (7 Marks)		
NAME OF SUBMITTER:	Mariah Kenna		

OP \$190.00 88144188

SIGNATURE:	/Mariah Kenna/
DATE SIGNED:	03/19/2019
Total Attachments: 5 source=B - Trademark Security Agreement, dated as of November 8, 2018#page2.tif source=B - Trademark Security Agreement, dated as of November 8, 2018#page3.tif source=B - Trademark Security Agreement, dated as of November 8, 2018#page4.tif source=B - Trademark Security Agreement, dated as of November 8, 2018#page5.tif source=B - Trademark Security Agreement, dated as of November 8, 2018#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of November 8, 2018 (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 Trademarks now owned or at any time hereafter acquired, including those listed on Schedule I (the "Trademark 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 Trademark 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

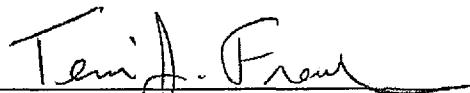
shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[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: Terri J. Frank

Title: Sr. VP & Associate General
Counsel

[SUBSIDIARY LOAN PARTIES],

by

Name:

Title:

JPMORGAN CHASE BANK, N.A.,
AS ADMINISTRATIVE AGENT,

by

A handwritten signature in cursive script, appearing to read "Alicia T. Schweitzer", written over a horizontal dotted line.

Name:

Title:

Alicia T. Schweitzer
Executive Director

Schedule of New U.S. Applications and Registrations

Title	App. No./Reg. No.	Registered Owner(s)
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.