

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NOVA SCOTIA, as Administrative Agent		04/02/2013	Bank: CANADA
RECEIVING PARTY DATA			
Name:	WEIGHT WATCHERS INTERNATIONAL, INC.		
Street Address:	675 Avenue of the Americas, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 118			
Property Type	Number	Word Mark	
Registration Number:	2179462	1 2 3 SUCCESS	
Registration Number:	2179638	123 SUCCESS	
Registration Number:	2179635	123 SUCCESS	
Registration Number:	1848951	DAILY BASICS	
Registration Number:	1896558	EXPRESS	
Registration Number:	1382281	FLASH	
Registration Number:	1892661	FOOD COMPANION	
Registration Number:	1417035	INNER CIRCLE	
Registration Number:	1412663	INNER CIRCLE	
Registration Number:	1504388	INNER CIRCLE	
Registration Number:	1900487	MEASURE RITE SYSTEM	
Registration Number:	2021342	MENU COMPANION	
Registration Number:	1396762	PERSONAL CHOICE	
Registration Number:	2139767	POINTS	

TRADEMARK

Registration Number:	2185114	POINTS
Registration Number:	2241911	POINTS-TO-GO
Registration Number:	2181558	POINTSMANAGER
Registration Number:	1301597	QUICK START
Registration Number:	1329040	QUICK START
Registration Number:	1148639	QUICK START
Registration Number:	1495438	QUICK SUCCESS
Registration Number:	1967558	SELECTION
Registration Number:	1880597	SLIM WAYS WITH PASTA
Registration Number:	927920	SOME TALKING, SOME LISTENING, AND A PROG
Registration Number:	1416600	
Registration Number:	1700034	THE AT WORK PROGRAM
Registration Number:	1388675	THE AT WORK PROGRAM
Registration Number:	1538161	THE AT WORK PROGRAM
Registration Number:	1396761	THE QUICK START PLUS PROGRAM
Registration Number:	1404451	THE QUICK START PLUS PROGRAM
Registration Number:	1965841	THINSPIRATION
Registration Number:	1380689	WAIST WATCHER
Registration Number:	1360533	WATCH
Registration Number:	842150	WEIGHT WATCHER
Registration Number:	0715515	WEIGHT WATCHER
Registration Number:	1350910	WEIGHT WATCHERS
Registration Number:	1500502	WEIGHT WATCHERS
Registration Number:	1395251	WEIGHT WATCHERS
Registration Number:	826163	WEIGHT WATCHERS
Registration Number:	1331082	WEIGHT WATCHERS
Registration Number:	1331135	WEIGHT WATCHERS
Registration Number:	868745	WEIGHT WATCHERS
Registration Number:	1421934	WEIGHT WATCHERS
Registration Number:	1684274	WEIGHT WATCHERS
Registration Number:	1671158	WEIGHT WATCHERS
Registration Number:	889867	WEIGHT WATCHERS
Registration Number:	862744	WEIGHT WATCHERS
Registration Number:	856202	WEIGHT WATCHERS
Registration Number:	843477	WEIGHT WATCHERS

TRADEMARK

REEL: 005016 FRAME: 0088

	887184	WEIGHT WATCHERS
Registration Number:	1590664	WEIGHT WATCHERS
Registration Number:	855654	WEIGHT WATCHERS
Registration Number:	903957	WEIGHT WATCHERS
Registration Number:	1544417	WEIGHT WATCHERS
Registration Number:	847199	WEIGHT WATCHERS
Registration Number:	828532	WEIGHT WATCHERS
Registration Number:	1331149	WEIGHT WATCHERS
Registration Number:	1380177	WEIGHT WATCHERS
Registration Number:	1667501	WEIGHT WATCHERS
Registration Number:	2153462	WEIGHT WATCHERS
Registration Number:	2120106	WEIGHT WATCHERS
Registration Number:	1513739	WEIGHT WATCHERS
Registration Number:	2181418	WEIGHT WATCHERS 1 2 3 SUCCESS
Registration Number:	1939537	WEIGHT WATCHERS AT HOME
Registration Number:	1484467	WEIGHT WATCHERS CHOCOLATE TREAT
Registration Number:	1947213	WEIGHT WATCHERS SUPER START
Registration Number:	1543960	WEIGHT WATCHERS THE AT WORK PROGRAM
Registration Number:	2114276	WEIGHT WATCHERS THE AUTHORITY
Registration Number:	1763509	WW
Registration Number:	1701047	WW
Registration Number:	841230	WW 10
Registration Number:	835511	WW 10
Registration Number:	835319	WW 10
Registration Number:	835641	WW 10
Registration Number:	847200	WW 10
Registration Number:	828533	WW 10
Registration Number:	1903730	ARCTIC D'LITES
Registration Number:	1299225	CHOCOLATE MINT TREAT
Registration Number:	1281762	CHOLESTEROL WATCHERS
Registration Number:	1893715	COOKIE DOUGH CRAZE
Registration Number:	1274468	FROSTED TREAT
Registration Number:	1496041	GRAND COLLECTION
Registration Number:	1425853	HEALTH WATCHERS
Registration Number:	2034070	LOSE 10 LBS. AMERICA! 10 CHALLENGE

TRADEMARK

REEL: 005016 FRAME: 0089

	1907903	OH! SO VERY VANILLA!
Registration Number:	1266802	ORANGE VANILLA TREAT
Registration Number:	1652768	PERSONAL CUISINE
Registration Number:	1663542	PERSONAL CUISINE
Registration Number:	1891805	POSITIVELY PRALINE CRUNCH
Registration Number:	1900048	RECKLESS ROCKY ROAD
Registration Number:	1903712	SALAD CELEBRATIONS
Registration Number:	1871763	SMART ONES
Registration Number:	1911590	SMART ONES
Registration Number:	2204080	SMART ONES
Registration Number:	1893490	SMART OPTIONS
Registration Number:	2026467	SMART OPTIONS
Registration Number:	1941477	SMART SNACKERS
Registration Number:	1945994	SMART SNACKERS
Registration Number:	1837439	SWEET CELEBRATIONS
Registration Number:	1901085	TOTAL INDULGENCE...ZERO GUILT
Registration Number:	1926963	TOTAL INDULGENCE...ZERO GUILT
Registration Number:	1893714	TRIPLE CHOCOLATE TORNADO
Registration Number:	2252004	KEEP YOUR BALANCE
Registration Number:	2170581	PLAN & TRACK
Registration Number:	2272683	POINTSfinder
Registration Number:	1566171	ULTIMATE 90
Serial Number:	75735721	POINTSBOOSTER
Serial Number:	75708541	10 % DIFFERENCE
Serial Number:	75631525	1 2 3 SUCCESS
Serial Number:	75614738	BROWSER GUIDE
Serial Number:	75623298	WEIGHT WATCHERS PERSONAL CONNECTION
Serial Number:	75593118	WEIGHT WATCHERS
Serial Number:	75614924	WEIGHT WATCHERS
Serial Number:	75599148	WEIGHT WATCHERS SUCCESS
Serial Number:	75601498	DAILY COACH
Serial Number:	75614922	JUST 2 POINTS!
Serial Number:	75655118	LIFEWISE
Serial Number:	74495974	GUTBUSTERS

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

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:

CRS1-38602

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

04/29/2013

Total Attachments: 12

source=38602-revised#page1.tif
source=38602-revised#page2.tif
source=38602-revised#page3.tif
source=38602-revised#page4.tif
source=38602-revised#page5.tif
source=38602-revised#page6.tif
source=38602-revised#page7.tif
source=38602-revised#page8.tif
source=38602-revised#page9.tif
source=38602-revised#page10.tif
source=38602-revised#page11.tif
source=38602-revised#page12.tif

RELEASE OF TRADEMARK SECURITY INTEREST dated as of April 2, 2013 (this "Release"), by THE BANK OF NOVA SCOTIA, as Administrative Agent (as defined below) to WEIGHT WATCHERS INTERNATIONAL, INC., a Virginia corporation ("WWI"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of September 29, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WWI, WW Funding Corp., a Delaware Corporation (together with WWI, "the Borrowers"), the Lenders as are or may become parties thereto and The Bank of Nova Scotia, N.A., as administrative agent (in such capacity, the "Administrative Agent"), (ii) the Security Agreement dated as of September 29, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among WWI, each of its U.S. subsidiaries (together with WWI, "the Grantors"), in favor of the Administrative Agent and (iii) the Trademark Security Agreement dated as of September 29, 1999 (as amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") by WWI in favor of the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Grantors mortgaged, pledged, hypothecated and granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), and the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 14, 1999 in Reel/Frame Number 1971/0642.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Administrative Agent of their desire to obtain the release of all right, title and interest of the Administrative Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademark Collateral granted under the Credit Agreement, the Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby terminate, release, cancel, relinquish and discharge any and all security interests it has against all of the following property (the "Trademark Collateral").

- (a) all trademarks, trade names, trade dress, service marks, logos, other source of business identifiers, and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and recordings thereof and all applications (with the exception of those described below) in connection therewith, including registrations, recordings and

applications in the United States Patent and Trademark Office, including those referred to in Item A of Attachment I hereto, and all renewals thereof;

- (b) all Trademark licenses and other agreements providing each Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment I hereto;
- (c) all the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include those applications filed in jurisdictions in which the assignment of a security interest in or the transfer of title of such applications is prohibited by local law or would jeopardize the Grantor's rights therein, including, with respect to applications filed in the U.S. Patent and Trademark Office, any such applications filed pursuant to 15 U.S.C. Section 1051(b), unless and until such time as Grantor files a verified Statement of Use pursuant to 15 U.S.C. Section 1051(d), at which time such applications shall be deemed to constitute "Trademark Collateral" for purposes of this Security Agreement.

Any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void and the Administrative agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to the applicable Grantor.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, including filings with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and other necessary filings, in each case as reasonably requested by the Grantors and at the expense of the Grantors, to evidence this Release. The Administrative Agent shall take all further actions and provide to the Grantors (or their assigns or other legal representatives) all such cooperation and assistance, as reasonably requested by the Grantors and at the expense of the Grantors, to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE

BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES,
SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By

Name:

Title:


Michelle C. Phillips, Director

[SIGNATURE PAGE TO RELEASE OF 1999 TRADEMARK SECURITY AGREEMENT]

[[3400370]]

TRADEMARK
REEL: 005016 FRAME: 0096

ATTACHMENT I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

See Attached

Pending Trademark Applications

See Attached

Trademark Applications in Preparation

See Attached

Item B. Trademark Licenses

None

047116-0025-08132-999QJK6W-SCD

U.S. Trademarks

MARK	REG. NO.
123 SUCCESS	2,179,462
123 SUCCESS & DESIGN (HORIZONTAL)	2,179,638
123 SUCCESS & DESIGN (VERTICAL)	2,179,635
DAILY BASICS	1,848,951
EXPRESS	1,896,558
FLASH	1,382,281
FOOD COMPANION	1,892,661
INNER CIRCLE	1,417,035
INNER CIRCLE	1,412,663
INNER CIRCLE LOGO	1,504,388
MEASURE RITE SYSTEM	1,900,487
MENU COMPANION	2,021,342
PERSONAL CHOICE	1,396,762
POINTS	2,139,767
POINTS	2,185,114
POINTS TO GO	2,241,911
POINTSMANAGER	2,181,558
QUICK START	1,301,597
QUICK START	1,329,040
QUICK START	1,148,639
QUICK SUCCESS	1,495,438
SELECTION	1,967,558
SLIM WAYS WITH PASTA	1,880,597
SOME TALKING, SOME LISTENING AND A PROGRAM	927,920

982878 1 92799 1244C 99243021

MARK	REG. NO.
SQUARE W/3 WAVES	1,416,600
THE AT WORK PROGRAM	1,700,034
THE AT WORK PROGRAM	1,388,675
THE AT WORK PROGRAM	1,538,161
THE QUICK START PLUS PROGRAM	1,396,761
THE QUICK START PLUS PROGRAM	1,404,451
THINSPIRATION	1,965,841
WAIST WATCHER	1,380,689
WATCH	1,360,533
WEIGHT WATCHERS	842,150
WEIGHT WATCHERS	715,515
WEIGHT WATCHERS	1,350,910
WEIGHT WATCHERS	1,500,502
WEIGHT WATCHERS	1,395,251
WEIGHT WATCHERS	826,163
WEIGHT WATCHERS	1,331,082
WEIGHT WATCHERS	1,331,135
WEIGHT WATCHERS	868,745
WEIGHT WATCHERS	1,421,934
WEIGHT WATCHERS	1,684,274
WEIGHT WATCHERS	1,671,158
WEIGHT WATCHERS	889,867
WEIGHT WATCHERS	862,744
WEIGHT WATCHERS	856,202
WEIGHT WATCHERS	843,477
WEIGHT WATCHERS	887,184

922978.1 02 799 1 544 C 0924 3001

MARK	REG. NO.
WEIGHT WATCHERS	1,590,664
WEIGHT WATCHERS	855,654
WEIGHT WATCHERS	903,957
WEIGHT WATCHERS	1,544,417
WEIGHT WATCHERS	847,199
WEIGHT WATCHERS	828,532
WEIGHT WATCHERS	1,331,149
WEIGHT WATCHERS	1,380,177
WEIGHT WATCHERS	1,667,501
WEIGHT WATCHERS	2,153,462
WEIGHT WATCHERS	2,120,106
WEIGHT WATCHERS (SCRIPT)	1,513,739
WEIGHT WATCHERS 123 SUCCESS	2,181,418
WEIGHT WATCHERS AT HOME AND DESIGN	1,939,537
WEIGHT WATCHERS CHOCOLATE TREAT	1,484,467
WEIGHT WATCHERS SUPER START	1,947,213
WEIGHT WATCHERS THE AT WORK PROGRAM	1,543,960
WEIGHT WATCHERS THE AUTHORITY	2,114,276
WW DESIGN	1,763,509
WW STYLIZED (LIGHTENING BOLT AWARD DESIGN)	1,701,047
WW10 LOGO	841,230
WW10 LOGO	835,511
WW10 LOGO	835,319
WW10 LOGO	835,641
WW10 LOGO	847,200
WW10 LOGO	828,533

90287R.1 92799 1344C 99943001

MARK	REG. NO.
ARCTIC DLITES	1,903,730
CHOCOLATE MINT TREAT	1,299,225
CHOLESTEROL WATCHERS	1,281,762
COOKIE DOUGH CRAZE	1,893,715
FROSTED TREAT	1,274,468
GRAND COLLECTION	1,496,041
HEALTH WATCHERS	1,425,853
LOSE 10LBS AMERICA 10 CHALLENGE AND DESIGN	2,034,070
OH SO VERY VANILLA	1,907,903
ORANGE VANILLA TREAT	1,256,802
PERSONAL CUISINE ¹	1,652,768 1,663,542
POSITIVELY PRALINE CRUNCH	1,891,805
RECKLESS ROCKY ROAD	1,900,048
SALAD CELEBRATIONS	1,903,712
SMART ONES	1,871,763 1,911,590 2,204,080
SMART OPTIONS	1,893,490 2,026,467
SMART SNACKERS	1,941,477 1,945,994
SWEET CELEBRATIONS	1,837,439
TOTAL INDULGENCE ZERO GUILT	1,901,085 1,926,963
TRIPLE CHOCOLATE TORNADO	1,893,714
WEIGHT WATCHERS CHOCOLATE TREAT	1,484,467
KEEP YOUR BALANCE	2,252,004

902876.1 92799 1344C 99543801

¹ In 1999, registration number 1,652,768 was incorrectly identified as 1,652,968.

MARK	REG. NO.
PLAN & TRACK	2,170,581
POINTSfinder	2,272,683
ULTIMATE 90	1,566,171

962878.1 92799 1544C 89943081

U.S. Trademark Applications

MARK	APPLICATION NO.
POINTSBOOSTER	75/735,721
10% DIFFERENCE	75/708,541
123 SUCCESS	75/631,525
WEIGHT WATCHERS AND SQUARE WITH 3 WAVES	75/614,738
WEIGHT WATCHERS PERSONAL CONNECTION	75/623,298
WEIGHT WATCHERS SUCCESS	75/593,118
WEIGHT WATCHERS	75/614,924
WEIGHT WATCHERS	75/599,148
DAILY COACH	75/601,498
JUST 2 POINTS!	75/614,922
QUICK 10	75/655,118
GUTBUSTERS	74/495,974

562878.1 92798 1616C 99243801