

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560500

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900524280

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WW International, Inc.		11/08/2019	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: 13

Property Type	Number	Word Mark
Serial Number:	88628894	MYWW
Serial Number:	88628966	MYWW
Serial Number:	88628986	MYWW
Serial Number:	88628999	MYWW
Serial Number:	88629047	MYWW
Serial Number:	88629075	MYWW
Serial Number:	88629109	MYWW
Serial Number:	88629144	MYWW
Serial Number:	88674113	
Serial Number:	88741137	S3 S3 COMPLY
Serial Number:	88674161	
Serial Number:	88674204	
Serial Number:	88674234	

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

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: 1155725 TM C

NAME OF SUBMITTER: Mariah Kenna

SIGNATURE: /Mariah Kenna/

DATE SIGNED: 02/05/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of November 8, 2019 (this "Agreement"), among WW 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

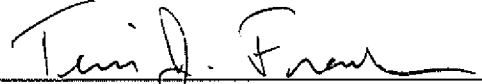
contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[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.

WW 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 Lauren Sun

Name:

Title:

Lauren Sun
Executive Director

TRADEMARK

REEL: 006851 FRAME: 0593

Schedule of New U.S. Applications and Registrations

Title	App. No./Reg. No.	Registered Owner(s)
MYWW	88/628,894	Weight Watchers International, Inc.
MYWW	88/628,966	Weight Watchers International, Inc.
MYWW	88/628,986	Weight Watchers International, Inc.
MYWW	88/628,999	Weight Watchers International, Inc.
MYWW Logo	88/629,047	Weight Watchers International, Inc.
MYWW Logo	88/629,075	Weight Watchers International, Inc.
MYWW Logo	88/629,109	Weight Watchers International, Inc.
MYWW Logo	88/629,144	Weight Watchers International, Inc.
MISCELLANEOUS DESIGN	88/674,113	WW International, Inc.
MISCELLANEOUS DESIGN	88/741,137	WW International, Inc.
MISCELLANEOUS DESIGN	88/674,161	WW International, Inc.
MISCELLANEOUS DESIGN	88/674,204	WW International, Inc.
MISCELLANEOUS DESIGN	88/674,234	WW International, Inc.