

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642456

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900609956
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WW International, Inc.		04/13/2021	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	500 Ross Street 12th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 162

Property Type	Number	Word Mark
Registration Number:	3918075	POINTSPLUS
Registration Number:	3918076	POINTSPLUS
Registration Number:	4198916	POINTSPLUS
Registration Number:	3932648	POINTSPLUS
Registration Number:	3057764	WEIGHTWATCHERS
Registration Number:	4029583	WEIGHT WATCHERS
Registration Number:	2368553	WWM
Registration Number:	0887184	WEIGHT WATCHERS
Registration Number:	1543960	WEIGHT WATCHERS THE AT WORK PROGRAM
Registration Number:	4564758	SHOP
Registration Number:	4301427	WEIGHT WATCHERS
Registration Number:	4312518	WEIGHTWATCHERS
Registration Number:	4441266	WEIGHT WATCHERS 360°
Registration Number:	4408436	WEIGHT WATCHERS 360°
Registration Number:	4404649	WEIGHTWATCHERS360°
Registration Number:	4708175	WEIGHTWATCHERS
Registration Number:	4611220	WEIGHTWATCHERS YOUR NEW BEGINNING STARTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4607162	WEIGHTWATCHERS YOUR NEW BEGINNING STARTS
Registration Number:	1880597	SLIM WAYS WITH PASTA
Registration Number:	1700034	THE AT WORK PROGRAM
Registration Number:	1500502	WEIGHT WATCHERS
Registration Number:	1395251	WEIGHT WATCHERS
Registration Number:	1421934	WEIGHT WATCHERS
Registration Number:	0862744	WEIGHT WATCHERS
Registration Number:	0856202	WEIGHT WATCHERS
Registration Number:	1380177	WEIGHT WATCHERS
Registration Number:	2120106	WEIGHT WATCHERS
Registration Number:	2139767	POINTS
Registration Number:	2185114	POINTS
Registration Number:	3127482	
Registration Number:	3030009	
Registration Number:	3133645	WEIGHTWATCHERS
Registration Number:	3163684	POINTS
Registration Number:	3057759	WEIGHTWATCHERS
Registration Number:	3057756	WEIGHTWATCHERS
Registration Number:	3057753	WEIGHTWATCHERS
Registration Number:	3057762	WEIGHTWATCHERS
Registration Number:	3057766	WEIGHTWATCHERS
Registration Number:	2953760	WEIGHTWATCHERS
Registration Number:	2953761	WEIGHTWATCHERS
Registration Number:	3138154	WEIGHTWATCHERS
Registration Number:	2990685	WEIGHTWATCHERS
Registration Number:	2990686	WEIGHTWATCHERS
Registration Number:	2990687	WEIGHTWATCHERS
Registration Number:	4029582	WEIGHT WATCHERS
Registration Number:	4084983	WEIGHT WATCHERS
Registration Number:	4242067	WW
Registration Number:	4341449	WEIGHT WATCHERS
Registration Number:	4344224	WEIGHT WATCHERS
Registration Number:	4337691	WEIGHT WATCHERS
Registration Number:	4336314	WEIGHT WATCHERS
Registration Number:	4437397	WEIGHTWATCHERS
Registration Number:	4336320	WEIGHTWATCHERS
Registration Number:	4336321	WEIGHTWATCHERS
Registration Number:	4336323	WEIGHTWATCHERS

Property Type	Number	Word Mark
Registration Number:	4336322	WEIGHTWATCHERS
Registration Number:	4336326	WEIGHTWATCHERS
Registration Number:	4773260	WW
Registration Number:	4397771	WW
Registration Number:	4542962	WEIGHTWATCHERS
Registration Number:	4529649	WEIGHTWATCHERS
Registration Number:	4919518	SMART POINTS
Registration Number:	4919515	SMARTPOINTS
Registration Number:	4974630	SMARTPOINTS
Registration Number:	4947809	SMARTPOINTS
Registration Number:	4919517	SMARTPOINTS
Registration Number:	4863286	VERTICAL ESCAPE
Registration Number:	4653473	HOT5
Registration Number:	4735733	HOT5
Registration Number:	4990178	WW
Registration Number:	4938459	FITPOINTS
Registration Number:	4938497	FITPOINTS
Registration Number:	5028394	FUNRISE
Registration Number:	4934239	FITBREAK BY WEIGHT WATCHERS
Registration Number:	4895911	SAY HELLO TO DELICIOUS
Registration Number:	5021067	WW BEYOND THE SCALE
Registration Number:	5008040	WW
Registration Number:	5008041	WW
Registration Number:	5152844	GLOWFEST
Registration Number:	5143502	FIND YOUR ME
Registration Number:	5272606	PROJECT L.I.F.T LIVE INSPIRED. FIGHT TOG
Registration Number:	5176068	WW FRESH
Registration Number:	5277985	WW FRESH
Registration Number:	5277986	WW FRESH
Registration Number:	5180922	WW FRESH
Registration Number:	5180925	WW FRESH
Registration Number:	5148174	WEIGHT WATCHERS
Registration Number:	5376962	WW FOCUS
Registration Number:	5382505	WW FOCUS THE MISSING PIECE
Registration Number:	5382506	WW FOCUS THE MISSING PIECE
Registration Number:	5734555	WW FREESTYLE
Registration Number:	5623590	WW FREESTYLE
Registration Number:	5734556	WW FREESTYLE

Property Type	Number	Word Mark
Registration Number:	5423499	WW FRESH SMART PORTIONS DELIVERED
Registration Number:	5869120	WW
Registration Number:	5852515	WW HEALTHY KITCHEN
Registration Number:	5565989	WW
Registration Number:	5717583	WW
Registration Number:	6234219	WELLNESSWINS
Registration Number:	5693544	WW STUDIO
Registration Number:	5846551	WW GOOD
Registration Number:	5777484	DIGITAL + STUDIO
Registration Number:	5661592	WW CRUISE
Registration Number:	5904876	WELLOW
Registration Number:	5869744	WELLOW
Registration Number:	5838571	WW STUDIO
Registration Number:	5953555	KURBO
Registration Number:	5971178	KURBO
Registration Number:	5965315	KURBO
Registration Number:	5925182	
Registration Number:	5869416	WW HEALTHY KITCHEN
Registration Number:	6191236	MYWW
Registration Number:	6207017	MYWW
Serial Number:	86849915	GLOWMENT
Serial Number:	87534274	WW FREESTYLE
Serial Number:	87980473	WELLNESS THAT WORKS
Serial Number:	90268642	THE HEALTHY LIVING COALITION
Serial Number:	90268660	THE HEALTHY LIVING COALITION
Serial Number:	90366688	DIGITAL 360
Serial Number:	90491420	D360
Serial Number:	86677615	WW
Serial Number:	86677920	WW
Serial Number:	86677941	WW
Serial Number:	87203329	WEIGHT WATCHERS
Serial Number:	87224779	WW
Serial Number:	87413628	WW FOCUS
Serial Number:	87499928	ZEROPOINTS
Serial Number:	87499950	ZEROPOINTS
Serial Number:	87499968	ZEROPOINTS
Serial Number:	87499989	ZEROPOINTS
Serial Number:	87582732	#WWBROS

Property Type	Number	Word Mark
Serial Number:	87534341	WW FREESTYLE
Serial Number:	87534487	WW FREESTYLE
Serial Number:	87590191	#WWBROS
Serial Number:	87649029	WEIGHT WATCHERS FREESTYLE
Serial Number:	87649049	WEIGHT WATCHERS FREESTYLE
Serial Number:	87820430	WW HEALTHY KITCHEN
Serial Number:	87820481	WW HEALTHY KITCHEN
Serial Number:	87820503	WW HEALTHY KITCHEN
Serial Number:	87862566	WW
Serial Number:	87862579	WW
Serial Number:	87862589	WW
Serial Number:	87896830	WW STUDIO
Serial Number:	87918126	WW WELLWORKS
Serial Number:	87936537	WW GOOD
Serial Number:	88062470	HEALTHY HABITS BAR
Serial Number:	88149787	WELLOW
Serial Number:	88628894	MYWW
Serial Number:	88628966	MYWW
Serial Number:	88628986	MYWW
Serial Number:	88629047	MYWW
Serial Number:	88629075	MYWW
Serial Number:	88629109	MYWW
Serial Number:	88674113	
Serial Number:	88674204	
Serial Number:	88674234	
Serial Number:	88674137	
Serial Number:	88674161	
Serial Number:	88882351	WW
Serial Number:	88882364	WW
Serial Number:	90052249	WW
Serial Number:	90148716	WW DELIVERED

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

REEL: 007265 FRAME: 0134

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1354948 TM IPSA NOTES

NAME OF SUBMITTER: Rachael Hall

SIGNATURE: /Rachael Hall/

DATE SIGNED: 04/27/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 13, 2021 (this "Agreement"), among WW International, Inc., a Virginia corporation (the "Grantor"), and The Bank of New York Mellon ("BNYM"), in its capacity as collateral agent for the Secured Notes Secured Parties as defined in the Indenture referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) that certain Indenture dated as of April 13, 2021, among WW International, Inc., a Virginia corporation (the "Issuer"), the guarantors party thereto from time to time and BNYM, in its capacities as trustee and Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") and (b) the Pledge and Security Agreement dated as of April 13, 2021 (the "Security Agreement"), among the Issuer, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Holders have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Indenture; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Security Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Notes Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Notes Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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 signature page to this Agreement by facsimile or other electronic transmission or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to

have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENTS GOVERN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED NOTES SECURED PARTIES PURSUANT TO THIS SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT, ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT AND ANY ACCEPTABLE JUNIOR PRIORITY INTERCREDITOR AGREEMENT) AND THIS SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT, ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT AND ANY ACCEPTABLE JUNIOR PRIORITY AGREEMENT) SHALL GOVERN AND CONTROL.

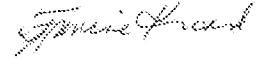
[Signature Pages Follow]

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: Amy O'Keefe
Title: Chief Financial Officer

THE BANK OF NEW YORK MELLON,
as Collateral Agent



By: _____

Name:

FRANCINE NINKAID
VICE PRESIDENT

Title:

SCHEDULE I

U.S Trademark Applications and Registrations

<u>Title</u>	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
<u>POINTSPLUS</u>	<u>3,918,075</u>	<u>WW International, Inc.</u>
<u>POINTSPLUS</u>	<u>3,918,076</u>	<u>WW International, Inc.</u>
<u>POINTSPLUS</u>	<u>4,198,916</u>	<u>WW International, Inc.</u>
<u>POINTSPLUS</u>	<u>3,932,648</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS AND DESIGN</u>	<u>3,057,764</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS AND DESIGN</u>	<u>4,029,583</u>	<u>WW International, Inc.</u>
<u>WWM</u>	<u>2,368,553</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>887,184</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS THE AT WORK PROGRAM</u>	<u>1,543,960</u>	<u>WW International, Inc.</u>
<u>SHOP</u>	<u>4,564,758</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,301,427</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS AND DESIGN</u>	<u>4,312,518</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS 360 AND DESIGN</u>	<u>4,441,266</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS 360 AND DESIGN</u>	<u>4,408,436</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS 360 AND DESIGN</u>	<u>4,404,649</u>	<u>WW International, Inc.</u>
<u>GLOWMENT</u>	<u>86/849,915</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,708,175</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS YOUR NEW BEGINNING STARTS HERE</u>	<u>4,611,220</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS YOUR NEW BEGINNING STARTS HERE</u>	<u>4,607,162</u>	<u>WW International, Inc.</u>
<u>WW FREESTYLE</u>	<u>87/534,274</u>	<u>WW International, Inc.</u>
<u>WELLNESS THAT WORKS</u>	<u>87/980,473</u>	<u>WW International, Inc.</u>
<u>THE HEALTHY LIVING COALITION Logo</u>	<u>90/268,642</u>	<u>WW International, Inc.</u>
<u>THE HEALTHY LIVING COALITION Logo</u>	<u>90/268,660</u>	<u>WW International, Inc.</u>
<u>DIGITAL 360</u>	<u>90/366,688</u>	<u>WW International, Inc.</u>
<u>D360</u>	<u>90/491,420</u>	<u>WW International, Inc.</u>
<u>SLIM WAYS WITH PASTA</u>	<u>1,880,597</u>	<u>WW International, Inc.</u>
<u>THE AT WORK PROGRAM</u>	<u>1,700,034</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>1,500,502</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>1,395,251</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>1,421,934</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>862,744</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>856,202</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>1,380,177</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>2,120,106</u>	<u>WW International, Inc.</u>

Title	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
<u>POINTS</u>	<u>2,139,767</u>	<u>WW International, Inc.</u>
<u>POINTS</u>	<u>2,185,114</u>	<u>WW International, Inc.</u>
<u>WAVE LOGO</u>	<u>3,127,482</u>	<u>WW International, Inc.</u>
<u>WAVE LOGO</u>	<u>3,030,009</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>3,133,645</u>	<u>WW International, Inc.</u>
<u>POINTS</u>	<u>3,163,684</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>3,057,759</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>3,057,756</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>3,057,753</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>3057762</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>3,057,766</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>2,953,760</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>2,953,761</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>3,138,154</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>2,990,685</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>2,990,686</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>2,990,687</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,029,582</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,084,983</u>	<u>WW International, Inc.</u>
<u>WW Monogram</u>	<u>4,242,067</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,341,449</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,344,224</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,337,691</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,336,314</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>4,312,518</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,437,397</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,336,320</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,336,321</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,336,323</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,336,322</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,336,326</u>	<u>WW International, Inc.</u>
<u>WW Logo</u>	<u>4,773,260</u>	<u>WW International, Inc.</u>
<u>WW Logo</u>	<u>4,397,771</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,542,962</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,529,649</u>	<u>WW International, Inc.</u>
<u>WEIGHTWATCHERS</u>	<u>4,708,175</u>	<u>WW International, Inc.</u>
<u>SMART POINTS</u>	<u>4,919,518</u>	<u>WW International, Inc.</u>
<u>SMARTPOINTS</u>	<u>4,919,515</u>	<u>WW International, Inc.</u>
<u>SMARTPOINTS</u>	<u>4,974,630</u>	<u>WW International, Inc.</u>
<u>SMARTPOINTS</u>	<u>4,947,809</u>	<u>WW International, Inc.</u>
<u>SMARTPOINTS</u>	<u>4,919,517</u>	<u>WW International, Inc.</u>
<u>VERTICAL ESCAPE</u>	<u>4,863,286</u>	<u>WW International, Inc.</u>
<u>HOT5</u>	<u>4,653,473</u>	<u>WW International, Inc.</u>

Title	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
<u>HOT5</u>	<u>4,735,733</u>	<u>WW International, Inc.</u>
<u>WW Logo</u>	<u>4,990,178</u>	<u>WW International, Inc.</u>
<u>WW Logo</u>	<u>86/677,615</u>	<u>WW International, Inc.</u>
<u>WW Logo</u>	<u>86/677,920</u>	<u>WW International, Inc.</u>
<u>WW Logo</u>	<u>86/677,941</u>	<u>WW International, Inc.</u>
<u>FITPOINTS</u>	<u>4,938,459</u>	<u>WW International, Inc.</u>
<u>FITPOINTS</u>	<u>4,938,497</u>	<u>WW International, Inc.</u>
<u>FUNRISE</u>	<u>5,028,394</u>	<u>WW International, Inc.</u>
<u>FITBREAK BY WEIGHT WATCHERS</u>	<u>4,934,239</u>	<u>WW International, Inc.</u>
<u>SAY HELLO TO DELICIOUS</u>	<u>4,895,911</u>	<u>WW International, Inc.</u>
<u>WW BEYOND THE SCALE Logo</u>	<u>5,021,067</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>5,008,040</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>5,008,041</u>	<u>WW International, Inc.</u>
<u>GLOWFEST</u>	<u>5,152,844</u>	<u>WW International, Inc.</u>
<u>FIND YOUR ME</u>	<u>5,143,502</u>	<u>WW International, Inc.</u>
<u>PROJECT L.I.F.T LIVE INSPIRED. FIGHT TOGETHER. Logo</u>	<u>5,272,606</u>	<u>WW International, Inc.</u>
<u>WW FRESH Logo</u>	<u>5,176,068</u>	<u>WW International, Inc.</u>
<u>WW FRESH Logo</u>	<u>5,277,985</u>	<u>WW International, Inc.</u>
<u>WW FRESH Logo</u>	<u>5,277,986</u>	<u>WW International, Inc.</u>
<u>WW FRESH Logo</u>	<u>5,180,922</u>	<u>WW International, Inc.</u>
<u>WW FRESH Logo</u>	<u>5,180,925</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>87/203,329</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>87/224,779</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS</u>	<u>5,148,174</u>	<u>WW International, Inc.</u>
<u>WW FOCUS Logo</u>	<u>87/413,628</u>	<u>WW International, Inc.</u>
<u>WW FOCUS Logo</u>	<u>5,376,962</u>	<u>WW International, Inc.</u>
<u>WW FOCUS THE MISSING PIECE Logo</u>	<u>5,382,505</u>	<u>WW International, Inc.</u>
<u>WW FOCUS THE MISSING PIECE Logo</u>	<u>5,382,506</u>	<u>WW International, Inc.</u>
<u>ZEROPOINTS</u>	<u>87/499,928</u>	<u>WW International, Inc.</u>
<u>ZEROPOINTS</u>	<u>87/499,950</u>	<u>WW International, Inc.</u>
<u>ZEROPOINTS</u>	<u>87/499,968</u>	<u>WW International, Inc.</u>
<u>ZEROPOINTS</u>	<u>87/499,989</u>	<u>WW International, Inc.</u>
<u>#WWBROS</u>	<u>87/582,732</u>	<u>WW International, Inc.</u>
<u>WW FREESTYLE</u>	<u>5,734,555</u>	<u>WW International, Inc.</u>
<u>WW FREESTYLE</u>	<u>87/534,341</u>	<u>WW International, Inc.</u>
<u>WW FREESTYLE Logo</u>	<u>5,623,590</u>	<u>WW International, Inc.</u>
<u>WW FREESTYLE Logo</u>	<u>5,734,556</u>	<u>WW International, Inc.</u>
<u>WW FREESTYLE Logo</u>	<u>87/534,487</u>	<u>WW International, Inc.</u>
<u>#WWBROS</u>	<u>87/590,191</u>	<u>WW International, Inc.</u>
<u>WW FRESH SMART PORTIONS DELIVERED</u>	<u>5,423,499</u>	<u>WW International, Inc.</u>
<u>WEIGHT WATCHERS FREESTYLE</u>	<u>87/649,029</u>	<u>WW International, Inc.</u>

Title	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
<u>WEIGHT WATCHERS FREESTYLE</u>	<u>87/649,049</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>5,869,120</u>	<u>WW International, Inc.</u>
<u>WW HEALTHY KITCHEN Logo</u>	<u>5,852,515</u>	<u>WW International, Inc.</u>
<u>WW HEALTHY KITCHEN Logo</u>	<u>87/820,430</u>	<u>WW International, Inc.</u>
<u>WW HEALTHY KITCHEN Logo</u>	<u>87/820,481</u>	<u>WW International, Inc.</u>
<u>WW HEALTHY KITCHEN Logo</u>	<u>87/820,503</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>87/862,566</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>87/862,579</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>87/862,589</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>5,565,989</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>5,717,583</u>	<u>WW International, Inc.</u>
<u>WELLNESSWINS</u>	<u>6,234,219</u>	<u>WW International, Inc.</u>
<u>WW STUDIO Logo</u>	<u>5,693,544</u>	<u>WW International, Inc.</u>
<u>WW STUDIO Logo</u>	<u>87/896,830</u>	<u>WW International, Inc.</u>
<u>WW WELLWORKS Logo</u>	<u>87/918,126</u>	<u>WW International, Inc.</u>
<u>WW GOOD Logo</u>	<u>87/936,537</u>	<u>WW International, Inc.</u>
<u>WW GOOD Logo</u>	<u>5,846,551</u>	<u>WW International, Inc.</u>
<u>DIGITAL + STUDIO</u>	<u>5,777,484</u>	<u>WW International, Inc.</u>
<u>WW Cruise Logo</u>	<u>5,661,592</u>	<u>WW International, Inc.</u>
<u>HEALTHY HABITS BAR</u>	<u>88/062,470</u>	<u>WW International, Inc.</u>
<u>WELLOW</u>	<u>5,904,876</u>	<u>WW International, Inc.</u>
<u>WELLOW</u>	<u>5,869,744</u>	<u>WW International, Inc.</u>
<u>WELLOW</u>	<u>88/149,787</u>	<u>WW International, Inc.</u>
<u>WW Studio Logo</u>	<u>5,838,571</u>	<u>WW International, Inc.</u>
<u>KURBO</u>	<u>5,953,555</u>	<u>WW International, Inc.</u>
<u>KURBO</u>	<u>5,971,178</u>	<u>WW International, Inc.</u>
<u>KURBO</u>	<u>5,965,315</u>	<u>WW International, Inc.</u>
<u>MISCELLANEOUS DESIGN</u>	<u>5,925,182</u>	<u>WW International, Inc.</u>
<u>WW HEALTHY KITCHEN Logo</u>	<u>5,869,416</u>	<u>WW International, Inc.</u>
<u>MYWW</u>	<u>88/628,894</u>	<u>WW International, Inc.</u>
<u>MYWW</u>	<u>88/628,966</u>	<u>WW International, Inc.</u>
<u>MYWW</u>	<u>88/628,986</u>	<u>WW International, Inc.</u>
<u>MYWW</u>	<u>6,191,236</u>	<u>WW International, Inc.</u>
<u>myWW Logo</u>	<u>88/629,047</u>	<u>WW International, Inc.</u>
<u>myWW Logo</u>	<u>88/629,075</u>	<u>WW International, Inc.</u>
<u>myWW Logo</u>	<u>88/629,109</u>	<u>WW International, Inc.</u>
<u>myWW Logo</u>	<u>6,207,017</u>	<u>WW International, Inc.</u>
<u>Circles Logo</u>	<u>88/674,113</u>	<u>WW International, Inc.</u>
<u>Circles Logo</u>	<u>88/674,204</u>	<u>WW International, Inc.</u>
<u>Circles Logo</u>	<u>88/674,234</u>	<u>WW International, Inc.</u>
<u>Circles Logo</u>	<u>88/674,137</u>	<u>WW International, Inc.</u>
<u>Circles Logo</u>	<u>88/674,161</u>	<u>WW International, Inc.</u>
<u>WW Super Graphic</u>	<u>88/882,351</u>	<u>WW International, Inc.</u>

<u>Title</u>	<u>App. No./ Reg. No.</u>	<u>Registered Owner(s)</u>
<u>WW Super Graphic</u>	<u>88/882,364</u>	<u>WW International, Inc.</u>
<u>WW Coin Logo</u>	<u>90/052249</u>	<u>WW International, Inc.</u>
<u>WW DELIVERED Logo</u>	<u>90/148,716</u>	<u>WW International, Inc.</u>

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