

## LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 1999, by and between WW Foods, LLC, a Delaware limited liability company with offices located at Suite 603, 877 West Main Street, Boise, Idaho 83702 (hereinafter referred to as "**Licensor**"), and Weight Watchers International, Inc., a Virginia corporation with offices located at 175 Crossways Park West, Woodbury, New York, 11797 (together with its successors and assigns, hereinafter referred to as "**Licensee**" or "**Weight Watchers**").

### WITNESSETH:

WHEREAS, Licensee seeks to obtain the right to manufacture, market, distribute and sell certain food and beverage products, the Licensed Products (as hereinafter defined), using the Food Trademarks (as hereinafter defined) throughout the Territory (as hereinafter defined) as provided herein; and

WHEREAS, Licensor and Licensee wish to enter into a long-term licensing relationship granting Licensee and its Sublicensees the right to use the Food Trademarks and Program Information Improvements in connection with the manufacture, marketing, distribution and sale of such Licensed Products in the Territory and setting forth the terms and conditions governing such use;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

SECTION 1. *Definitions.* For the purposes of this Agreement:

"**Affiliate**" of any person shall mean any company controlled by, controlling or under common control (that is, ownership of greater than 50% of the voting securities) with a person after the Effective Date.

"**Associated Food Trademarks**" shall have the meaning set forth in the License Agreement between Licensee and Licensor's other licensee dated September 29, 1999.

"**Confidential Information**" shall have the meaning set forth in Section 14.

"**Effective Date**" shall mean the day and year first above written.

“**Food Trademarks**” shall mean the Formation Trademarks and New Food Trademarks.

“**Formation Trademarks**” shall mean the registered trademarks, trademark applications, and common law trademarks identified in Schedule A.

“**Licensed Products**” shall mean, for purposes of this Agreement, all food and beverage products in categories other than those specified in Schedule B hereto, which are marketed and sold under the WEIGHT WATCHERS brand (or any derivative or translation thereof that may be adopted by Weight Watchers for use in the Weight Watchers Business in its sole discretion).

“**New Food Trademarks**” shall mean all new common law trademarks, trademark applications and trademark registrations that may be acquired by or contributed to Licensor from time to time.

“**Non-Recognition Food Trademarks**” shall have the meaning set forth in the License Agreement between Licensee and Licensor’s other licensee dated September 29, 1999.

“**Program Information**” shall mean the terminology used in connection with any then-current Weight Watchers Program as it may exist from time to time throughout the world (the current Weight Watchers Program in the United States, Canada, the United Kingdom, Australia, New Zealand and France being identified in the attached Schedule C), such information owned by Weight Watchers as is reasonably necessary to develop, manufacture, market and distribute food and beverage products in accordance with such Weight Watchers Program and to calculate Points® or other measurements relating thereto, as well as the Program Information Trademarks.

“**Program Information Improvements**” shall mean such information and know-how as may be developed by Licensor’s other licensee through use of Program Information pursuant to this Agreement that Licensor’s other licensee determines would be useful for Weight Watchers in the development and application of Program Information.

“**Program Information Trademarks**” shall mean those trademarks owned by Weight Watchers and used to identify the Program Information and Weight Watchers Program, as such Weight Watchers Program may exist from time to time, including but not limited to those current Program Information Trademarks set forth in Schedule D. Notwithstanding the foregoing, Program Information Trademarks shall not include “Just 2 Points” or any derivative thereof.

**“Program Information Trademark Standards”** shall mean the quality control standards set forth in Schedule E pertaining to use of the Program Information Trademarks.

**“Quality Control Requirements”** shall mean the standards for use of the Food Trademarks set forth in Schedule E.

**“Sublicensee”** shall mean any recipient, whether prior to or after the Effective Date, of a license or sublicense for use of the Food Trademarks or Program Information Improvements, and shall include Licensee’s Affiliates, where applicable.

**“Territory”** shall mean the world, but excluding the specific countries for the specific products set forth in Schedule B.

**“Weight Watchers”** shall mean Weight Watchers International, Inc.

**“Weight Watchers Business”** shall mean the weight control classroom meetings, business and related activities owned or controlled by Weight Watchers or Weight Watchers Affiliates, and conducted under the Weight Watchers name including the Weight Watchers Program, and all promotional activities relating thereto, including without limitation any program materials, Program Information, Weight Watchers meeting rooms, recipes, publications, newsletters, direct mail solicitations, advertising materials, posters, and other classroom media, public relations programs, and Internet websites.

**“Weight Watchers Program”** shall mean current and future eating or lifestyle regimens to facilitate weight loss or weight control employed, designed, marketed or adopted in any part of the world by or on behalf of Weight Watchers or Weight Watchers Affiliates under the Weight Watchers trademark or service mark.

**“Weight Watchers Trademarks”** shall mean all service marks and trademarks owned, registered, applied for, used or intended to be used by Weight Watchers, its Affiliates or Sublicensees, that are not Food & Beverage Trademarks. For purposes of this Agreement only, “Weight Watchers Trademarks” shall include “Just 2 Points” and any mark based upon, derived or translated from, or substantially similar to, “Just 2 Points.”

SECTION 2. *Grant of License.* (a) (i) Licensor hereby grants Licensee the exclusive right and license to use the Food Trademarks and Program Information Improvements in connection with the manufacture, marketing, distribution and sale of Licensed Products throughout the Territory. Licensee may sublicense the

use of the Food Trademarks in connection with the manufacture, marketing, distribution and sale of Licensed Products in any country in the Territory. There is no limit to the number of levels of sublicense that may be authorized by Licensee to an Affiliate. Licensee and its Affiliates may grant a sublicense to a person who is not an Affiliate (the "**First Unaffiliated Sublicense**"), provided that all use is in compliance with the terms of this Agreement, but any such sublicense shall not include any right to sublicense to any person not an Affiliate of the First Unaffiliated Sublicensee. Notwithstanding the foregoing, Licensee may grant a sublicense to any entity that operates a website under the Weight Watchers brand pursuant to a license from Weight Watchers as if such entity were an Affiliate of Licensee, whether or not such entity meets the definition of an Affiliate set forth herein, and may authorize such entity to sublicense an unlimited number of levels of Affiliates of such entity and a First Unaffiliated Sublicensee of such entity, but any sublicense to a First Unaffiliated Sublicensee shall not include any right to sublicense to any person not an Affiliate of the First Unaffiliated Sublicensee. Licensee shall, and shall require Licensee's Affiliates and Sublicensees to, use the Food Trademarks only in connection with Licensed Products which conform with the Quality Control Requirements. Licensee and Licensee's Affiliates may utilize and authorize Sublicensees to utilize the services of third party manufacturers to produce the Licensed Products and will ensure that there are quality control provisions in any third party manufacturing agreement or sublicense consistent with the requirements of Section 4 of this Agreement.

(ii) Licensor hereby grants to Licensee a non-exclusive, royalty-free right and license to use the Food Trademarks and Program Information Improvements in connection with the manufacture, marketing, distribution and sale of all food and beverage products (and products comparable thereto) ("**Other Products**") that were sold by Licensee in a particular country within the year prior to the Effective Date (whether or not such products are Licensed Products) and to retain all proceeds therefrom, but only for the purpose of sale of such products through the same channels of distribution in the Weight Watchers Business (it being understood that this does not limit Licensee to sales made through the classrooms) through which Licensee sold such products in that country within the year prior to the Effective Date.

(b) Licensor shall provide Licensee with access to all records and materials related to the Food Trademarks and Program Information Improvements upon request of Licensee.

(c) Licensor shall promptly notify Licensee of any change in the Program Information Improvements of which Licensor becomes aware.

SECTION 3. *Consideration for License.* As part of the consideration for the grant of this license, Licensee hereby grants Licensor access to and the right to grant to Licensor's other licensee a non-exclusive right to use the Program Information (including a right of use on new applications and any new Program Information, including calculation of Points® values, developed or adopted by or on behalf of Licensee, Licensee's Affiliates or Sublicensees after the Effective Date) in connection with the manufacture, marketing, distribution and sale of those food and beverage products that Licensor's other licensee is licensed to sell, but only pursuant to and conditioned upon Licensor's compliance with Sections 7, 8(c) and 8(g) of this Agreement and compliance by Licensor's other licensee with the corresponding terms of the license to be granted to Licensor's other licensee as of the Effective Date. All such new information shall automatically be included in the definition of Program Information and shall be made available to Licensor and, through Licensor, to Licensor's other licensee.

SECTION 4. *Compliance with Quality Control Requirements.* (a) The Licensed Products and Other Products will comply with the Quality Control Requirements and shall be in conformance with good manufacturing practices. Licensee shall, and shall cause its Sublicensees and Affiliates to, maintain a level of quality that is commercially reasonable and customary to the food and beverage industry. Licensee shall take such actions as may be reasonably necessary to monitor, assess and enforce the Quality Control Requirements and other quality-related obligations imposed herein, including, without limitation, where necessary, engaging in appropriate quality audits of Licensee's Sublicensees and Affiliates.

(b) All products (i) manufactured, marketed, distributed and sold by Licensee, Licensee's Affiliates, or Sublicensees prior to the Effective Date utilizing the Food Trademarks and (ii) of a quality comparable to those manufactured, marketed, distributed or sold by Licensor's other licensee prior to the Effective Date utilizing the Food Trademarks, are deemed to be approved by Licensor and in compliance with the Quality Control Requirements.

(c) During the term of this Agreement, Licensee, Licensee's Affiliates and Sublicensees will comply in all material respects with any and all laws, regulations, governmental decrees, and orders which are applicable to the manufacture, marketing, distribution or sale of the Licensed Products in all relevant jurisdictions.

(d) During the term of this Agreement, Licensee, Licensee's Affiliates and Sublicensees shall not exercise the rights granted hereunder in any manner that would have a material tendency to denigrate or otherwise materially diminish

the value of the Food Trademarks or the goodwill and reputation associated with the use of the Food Trademarks.

(e) Quality control provisions relating to the Food Trademarks (i) contained in third party manufacturing agreements and sublicenses entered into by Licensee, Licensee's Affiliates or Sublicensees or (ii) comparable to such provisions contained in such agreements that were entered into by Licensor's other licensee, that were existing on the Effective Date are deemed to be approved by the Licensor.

(f) Licensee shall submit reports to Licensor on a quarterly basis regarding quality control procedures of Licensee, compliance by Licensee, Licensee's Affiliates and Sublicensees with the Quality Control Requirements, and such other quality-related information that Licensor may reasonably request of all of its licensees, as will be determined by the Quality Control Managers of Licensor.

SECTION 5. *Licensor's Review of New Products.* Licensee shall, and shall cause Licensee's Affiliates and Sublicensees to, submit to Licensor for Licensor's written approval a minimum of two samples of any proposed new Licensed Product (including any packaging, labels, advertising or promotional materials) prior to commercial sale. Within twenty-one (21) days of receipt of such samples, Licensor shall respond to the Licensee's, Licensee's Affiliates' or Sublicensees' request for approval in writing setting forth in detail any objections, concerns or questions with reasonable specificity. If Licensor so objects, Licensee, its Affiliates and Sublicensees shall not commence sale of any proposed new Licensed Product without Licensor's express written approval. If Licensor fails to respond within twenty-one (21) days, such new Licensed Products shall be deemed approved by Licensor as submitted. Licensor may object to any proposed new Licensed Product only on the grounds that such proposed new Licensed Product does not conform to the Quality Control Requirements.

SECTION 6. *Quality Control Audit.* (a) On twenty-one (21) days' prior written notice from Licensor and not more than once per calendar year, Licensee, Licensee's Affiliates and Sublicensees shall permit the Licensor or its duly authorized representatives during normal business hours and accompanied by a representative of the Licensee, Licensee's Affiliates or Sublicensees, as applicable, to visit those areas of their respective factories and premises at which the Licensed Products are manufactured or distributed to ascertain compliance by the Licensee, Licensee's Affiliates and Sublicensees with the Quality Control Requirements. In connection with such visits, Licensor or its duly authorized representatives may review appropriate documentation to ascertain such compliance by Licensee, Licensee's Affiliates and Sublicensees, but will not be

entitled to copies of such documentation, other than the Quality Control Reports for the Licensed Products. All information to which Licensor or its duly authorized representatives is exposed and the contents of the Quality Control Reports shall be treated as Confidential Information of Licensee, Licensee's Affiliates or Sublicensees, as appropriate, and returned within thirty (30) days of disclosure.

(b) In the event of a recall of a Licensed Product, Licensee, Licensee's Affiliates or Sublicensees, as applicable, will inform Licensor and Licensor agrees that the handling of such matter will be the responsibility of Licensee, Licensee's Affiliates or Sublicensees in accordance with Licensee's product recall program in effect at the time. Licensor or its duly authorized representatives may review Licensee's current policy from time to time upon request.

(c) Upon reasonable prior written request by Licensor or its duly authorized representative, Licensee, Licensee's Affiliates and Sublicensees shall supply to Licensor two samples of each of the Licensed Products per year to enable Licensor to confirm compliance of Licensee, Licensee's Affiliates and Sublicensees with the Quality Control Requirements.

*SECTION 7. Use of Program Information by Licensor's Other Licensee.*

(a) All products using or displaying the Program Information and Program Information Trademarks that were manufactured, marketed, distributed or sold by Licensor's other licensee, its Affiliates or Sublicensees prior to the Effective Date are deemed to be approved by Licensor and Licensee.

(b) Licensor will cause Licensor's other licensee, its Affiliates and Sublicensees to submit copies of all new or changed labels, packaging and advertising materials for Licensed Products displaying or using the Program Information Trademarks (a "New Use") to Licensor for approval prior to commercial use. Licensor shall have twenty-one (21) days from receipt of such materials to respond to the party making such request for approval. Licensor shall approve the New Use of Program Information Trademarks if it is in accordance with the Program Information Trademark Standards. If Licensor fails to respond within twenty-one (21) days of receipt, such materials will be deemed approved as submitted. If Licensor indicates within such twenty-one (21) day period that it does not approve such materials. Licensor will provide written explanation setting forth with reasonable specificity why the proposed New Use is not in conformance with the Program Information Trademark Standards, and Licensee, its Affiliates and Sublicensees shall not engage in the New Use without Licensor's express written approval.

(c) Licensor will cause Licensor's other licensee, its Affiliates or Sublicensees, as the case may be, to submit copies of all new or changed labels, packaging, promotional or advertising materials for Licensed Products displaying or using Program Information terminology (including the calculation of Points values) to Licensee for approval prior to commercial use. Licensee shall have twenty-one (21) days from receipt of such materials to respond to the party making such request for approval. Licensee shall approve the new or changed use of Program Information terminology if the proposed display or use of Program Information terminology is substantially accurate in its presentation, application and calculation of Program Information terminology (including the calculation of Points values). If Licensee fails to respond within twenty-one (21) days of receipt, such materials will be deemed approved as submitted. If Licensee indicates within such twenty-one (21) days period that it does not approve such materials, Licensee will provide a written explanation setting forth with reasonable specificity why it objects to the proposed display or use of Program Information terminology and Licensee, its Affiliates and Sublicensees shall not engage in the proposed display or use without Weight Watchers express written approval. Licensee may object to the new or changed use of Program Information terminology pursuant to this provision only on grounds of substantial inaccuracy in the presentation, application or calculation of Program Information terminology (including Points values).

(d) Licensor shall impose an obligation upon Licensor's other licensee, its Affiliates and Sublicensees to submit to Licensee a minimum of two samples of any proposed new Licensed Product utilizing Program Information (including any packaging, labels, advertising or promotional materials), or information sufficient to allow Licensee to determine with reasonable facility whether the Program Information terminology (including the calculation of Points values) is being presented, applied and calculated correctly, prior to commercial sale. Within twenty-one (21) days of receipt of such samples or other information, Licensee shall respond to the party making such request for approval. Licensee shall approve such new Licensed Product or the proposed use of Program Information terminology in connection therewith if the proposed display or use of Program Information terminology in connection with such Licensed Product is substantially accurate in its presentation, application and calculation of Program Information terminology (including the calculation of Points values). If Licensee fails to respond within twenty-one (21) days of receipt, such new Licensed Product or related materials shall be deemed approved as submitted. If Licensee indicates within such twenty-one (21) day period that it does not approve such new Licensed Product or related materials, Licensee will provide a written explanation setting forth with reasonable specificity why it objects to the proposed display or use of Program Information terminology, and Licensor's other licensee shall not, and shall cause its Affiliates and Sublicensees not to, sell the new



Licensed Product utilizing the Program Information or engage in the proposed display or use without Weight Watchers express written approval. Licensee may object to the new Licensed Product or proposed use of Program Information terminology in connection therewith pursuant to this provision only on grounds of substantial inaccuracy in the presentation, application or calculation of Program Information terminology (including the calculation of Points values).

(e) Nothing herein shall be construed as limiting any right of approval that Licensee may otherwise have with respect to the sale of new products by Licensor's other licensee, its Affiliates and Sublicensees, as may be set forth in any agreement between Licensor, Licensee and Licensor's other licensee. Licensor acknowledges and agrees that, in performing its obligations to Licensee pursuant to Section 7(b) above regarding the exercise of quality control over Licensor's other licensee, such licensee's Affiliates and Sublicensees, it is acting pursuant to appointment by Licensee (which appointment may be revoked at any time), and that Licensor will follow Licensee's instructions with respect to its performance of such obligations.

(f) Licensor acknowledges, and shall cause Licensor's other licensee and its Affiliates to acknowledge, that Licensee may change the Weight Watchers Program and Program Information in a particular jurisdiction at any time without Licensor or Licensor's other licensee's consent. If Licensee makes a change in the Program Information of a nature that requires Licensor's other licensee, its Affiliates or Sublicensees to make a change in labels, packaging, advertising or promotional materials utilizing Program Information terminology that was previously approved by Licensee for use in such jurisdiction, Licensee shall so notify Licensor and furnish Licensor with such new Program Information as may reasonably be required by Licensor's other licensee to change such materials so that the display or use of Program Information in such materials is substantially accurate in its presentation, application or calculation of Program Information terminology. Licensor shall cause Licensor's other licensee to agree (i) that within six (6) months following receipt of such notice, all Licensed Products utilizing Program Information manufactured by Licensor's other licensee or its Affiliates shall conform to the new Program Information and Program Information terminology; and (ii) that following receipt of such notice, Licensee and its Affiliates shall also use their best efforts to try to cause their Sublicensees utilizing Program Information or Program Information terminology to conform their use in such jurisdiction to the new Program Information within a reasonable period of time.

SECTION 8. *Proprietary Rights.* (a) Licensee acknowledges for itself, Licensee's Affiliates and Sublicensees that Licensor is the sole and exclusive owner of the Food Trademarks, and that Licensee, Licensee's Affiliates and

Sublicensees will not contest, or take any action or make any statement inconsistent with, Licensor's exclusive title to and ownership of the Food Trademarks, or the validity of Licensor's registrations for the Food Trademarks. Licensee agrees that all goodwill resulting from use of the Food Trademarks by Licensee, Licensee's Affiliates, or Sublicensees shall inure to the benefit of Licensor.

(b) Licensee shall cause, and shall cause Licensee's Affiliates and Sublicensees to cause, the following notice to be placed on all labels, advertising and promotional materials carrying the Food Trademarks:

"[FOOD TRADEMARK] is the registered trademark of WW Foods LLC."

and when appropriate or required by local law the addition:

"and used under license"

or words to that effect.

(c) Licensor acknowledges for itself, and shall cause its other licensee, its Affiliates and Sublicensees to acknowledge that Licensee is the sole and exclusive owner of the Program Information and that Licensor, its other licensee, its other licensee's Affiliates and Sublicensees will not contest, or take any action or make any statement inconsistent with, Licensee's exclusive title to and ownership of the Program Information or the validity of Licensee's registrations of the Program Information Trademarks. Licensor agrees, and shall cause its other licensee, its other licensee's Affiliates and Sublicensees to agree, that all goodwill resulting from use of the Program Information Trademarks by Licensor's other licensee, its Affiliates or Sublicensees shall inure to the benefit of Licensee.

(d) Licensor shall cause its other licensee, its Affiliates and Sublicensees to cause the following notice to be placed on all labels, advertising and promotional materials carrying the Program Information Trademarks:

"[PROGRAM INFORMATION TRADEMARK]" is the registered trademark of Weight Watchers International, Inc."

and when appropriate or required by local law the addition:

"and used under license"

or words to that effect.

(e) With respect to products or services sold in connection with the Weight Watchers business other than the Licensed Products, Licensee shall, and shall cause its Affiliates and Sublicensees to, place the following notice on all labels, advertising and promotional materials carrying the WEIGHT WATCHERS trademark or service mark:

“WEIGHT WATCHERS is the registered trademark of Weight Watchers International, Inc.”

or

“WEIGHT WATCHERS is the registered service mark of Weight Watchers International, Inc.”

as appropriate.

(f) Licensors acknowledge and shall not contest Licensee's or its Affiliates' ownership of the Program Information, including Program Information Trademarks. Licensors agree and shall cause its other licensee, its Affiliates and Sublicensees to agree, that all goodwill resulting from use of the Program Information (including Program Information terminology and Program Information Trademarks) shall inure to the benefit of Licensee or its Affiliates, as appropriate.

(g) Licensors acknowledge Licensee's (or Licensee's Affiliates' or Sublicensees', in appropriate circumstances) ownership of the Licensed Products (but not any use of the Food Trademarks or Program Information Improvements in connection therewith), as well as of the specifications, recipes, processes or other confidential or proprietary information related to the Licensed Products. Licensors further acknowledge that all such information shall be considered Licensee's (or its Affiliates' or Sublicensees', in appropriate circumstances) Confidential Information.

(h) Licensors shall take such steps as may be appropriate to enforce against each of its licensees the quality control and other obligations of such licensee's respective license in a manner consistent with the LLC Agreement.

SECTION 9. *Term and Termination.* (a) This Agreement shall take effect as of the Effective Date and shall continue for an initial term of twenty-five (25) years at which time this Agreement will automatically renew for consecutive

terms of twenty-five (25) years each, unless sooner terminated pursuant to Section 9(b) or (c).

(b) Notwithstanding anything herein to the contrary, Licensor shall have the right to terminate this Agreement effective upon 365 days' written notice to Licensee if Licensee is no longer engaged in the bona fide commercial sale of at least one of the Licensed Products anywhere in the world for a continuous period in excess of twenty-four (24) months and does not commence the bona fide commercial sale of at least one of the Licensed Products in any country within such 365 day notice period.

(c) Either party has the right to terminate this Agreement upon the written consent of the other party.

(d) Upon termination of this Agreement pursuant to this Section 9, (i) Licensee, Licensee's Affiliates and Sublicensees shall, unless otherwise agreed in writing with the Licensor, cease any and all use of the Food Trademarks and (ii) the obligations set forth in Sections 11, 12, 14 and 16 shall survive any termination of this Agreement.

SECTION 10. *Preservation of Food Trademarks.* (a) *Maintenance and Renewal of Food Trademarks.* Licensor agrees to act on such reasonable instructions as Licensee shall provide to maintain and renew registrations for use of the Food Trademarks in connection with Licensed Products. Licensor will use its best efforts to provide Licensee with at least one hundred twenty (120) days' written notice of Food Trademark renewal and maintenance due dates except for intention to use applications, with respect to which Licensor will provide sixty (60) days' written notice. Unless otherwise instructed by Licensee and Licensor's other licensee, Licensor shall renew and maintain all such Food Trademark registrations.

(b) *New Registrations.* Licensee shall not apply to register any trademark that is substantially similar to, based upon, or translated or derived from any Food Trademark (a "Derivative Food Trademark") in any jurisdiction in the world, except pursuant to this provision. Licensee shall request Licensor to file and prosecute such applications at Licensee's request and at Licensee's expense. Licensor shall then promptly seek and obtain an opinion of independent counsel of its choice having expertise in the trademark law of the relevant jurisdiction(s) ("Qualified Counsel") with respect to such requested registration concerning the following subjects, and Licensor shall not apply for a registration requested by Licensee in a particular jurisdiction if: (i) Qualified Counsel retained by Licensor opines, or Licensor receives notice from Licensor's other Licensee that it has received advice from Qualified Counsel retained by it, that

such application or registration is likely to materially adversely affect the Food Trademarks as used by one or more licensees of Licensor or such licensee's Affiliates or Sublicensees in that jurisdiction; (ii) if there is no existing Food Trademark, Associated Food Trademark or Non-Recognition Food Trademark in that jurisdiction, Qualified Counsel retained by Licensor opines, or Licensor receives notice from Licensee or Licensor's other licensee that it has received advice from Qualified Counsel retained by it, that the law or regulatory authority of such jurisdiction likely will or would require association with another service mark or trademark registration or pending application filed or which may be filed for services or goods other than foods or beverages by Licensee for any of the Weight Watchers Trademarks (or any derivative or translation thereof) in that jurisdiction, in which case Licensor shall not make such application and Licensee may proceed to make such application if Licensee includes such application (together with any trademark registration resulting therefrom) in the definition of Associated Food Trademarks for purposes of the license between Weight Watchers and Heinz; or (iii) if there is no existing Food Trademark, Associated Food Trademark or Non-Recognition Food Trademark in that jurisdiction, Qualified Counsel retained by Licensor opines, or Licensor receives notice from Licensee or Licensor's other Licensee that it has received advice from Qualified Counsel retained by it, that the law or regulatory authority of such jurisdiction likely will not or would not register or permit the enforcement of trademarks by the LLC or an entity that owns but does not use (except through use by a registered user or licensee) a trademark in that jurisdiction, in which case Licensor shall not make such application and Licensee may proceed to make such application if Licensee includes such application (together with any trademark registration resulting therefrom) in the definition of Non-Recognition Food Trademarks for purposes of the license between Weight Watchers and Heinz. Any determination or evaluation to be made concerning the substance of the opinion or advice of Qualified Counsel, including the assessment of the likelihood of any risk or required treatment under the local law of any relevant jurisdiction, shall be made by Licensee, Licensor or Licensor's other licensee in their respective sole discretion and shall not be subject to formal challenge by any other party. Licensor shall give each of its licensees prompt notice of any request made by the other licensee to apply for any new trademark registration pursuant to this provision and, to the extent permissible without violating any applicable privilege, of the substantive conclusion of any opinion of counsel received by Licensor with respect thereto. In any jurisdiction in which there is no existing Food Trademark but there is an existing Associated Food Trademark or Non-Recognition Food Trademark, Licensee may proceed to make such application, at its own initiative and expense, provided that it gives notice thereof to Licensor and Licensor's other licensee and agrees to include such application (together with any trademark registration resulting therefrom) in the appropriate definition for purposes of the license between Weight Watchers and Heinz. Any new registration made by

Licensors at the request of Licensee shall become a New Food Trademark and shall be included in the definition of Food Trademarks for purpose of this Agreement.

(c) *Mutual Cooperation.* The parties agree to cooperate with each other and with the other licensee of Licensor in protecting and defending the Food Trademarks and the Program Information. Licensee will periodically (no less than once per year or otherwise upon reasonable written request) furnish Licensor with samples of all labels, promotional, advertising, and marketing material showing its use of the Food Trademarks. Licensee also agrees to cooperate with Licensor to furnish such other information that is required for trademark maintenance and enforcement purposes, including information concerning sales volume and dollar value of Licensed Products.

(d) Without limiting the generality of the foregoing, except as the parties may otherwise agree, Licensee shall not, and shall cause Licensee's Affiliates and Licensee's Sublicensees not to, apply to register or otherwise acquire in its own name in any jurisdiction any trademark identical or confusingly similar to any Food Trademark for use in relation to any food and beverage products, whether or not any such Food Trademark is registered by Licensor in such jurisdiction.

(e) The parties agree to execute such documents from time to time as may be reasonably necessary to carry out the intent of this Section 10.

(f) *Unauthorized Use.*

(i) Each party agrees to notify the other in writing of any unauthorized use of the Food Trademarks or Program Information by a third party promptly after such unauthorized use comes to that party's attention. Either party may, but shall not be obligated to, bring or cause to be brought, at its own cost and expense, any prosecution, lawsuit, action, or proceeding for infringement, unauthorized use, or interference with or violation of any right granted to or by it with respect to the use of the Food Trademarks and Program Information hereunder to the extent permissible under local law; provided, however, that Weight Watchers, as Licensor's licensor of the Program Information, shall have sole discretion regarding any action to be taken with respect to Program Information.

(ii) With respect to any infringement, unauthorized use, or interference with or violation of the Food Trademarks by a third party which does not primarily affect Licensed Products, Licensee may, in its sole discretion and at its own cost and expense, bring or cause to be brought any prosecution, lawsuit, action, or proceeding for infringement, unauthorized use, or interference with or violation of any of the rights of

Licensee or Licensor, *provided* that Licensor's other licensee whose licensed uses of the Food Trademarks are primarily affected does not bring prompt legal action.

(iii) Licensor shall promptly notify Licensee in writing of any action commenced by or against Licensor or Licensor's other licensee (or such licensee's Affiliates or Sublicensees) with respect to the Food Trademarks. Licensee may, but shall not be obligated to, join as a party in such action unless the action is brought by Licensor or Licensor's other licensee and Licensee's joinder is necessary under local law for the action to proceed.

(iv) In the event of any action as described above in Subsections (f)(i) or (f)(ii) brought by Licensee, Licensee's Affiliates or Sublicensees or Licensor's other licensee (or such licensee's Affiliates or Sublicensees), Licensor agrees to join any such action at the request of such licensee at such licensee's expense.

(g) Licensee and Licensor shall each provide the other with such assistance and information and advice as may be reasonably available to it and which may reasonably be expected to be of assistance to the other in respect of proceedings involving a third party concerning the Food Trademarks, including being joined as a party to such proceedings (at the expense of the other party if its joinder is necessary under local law for the action to proceed), executing any and all documents and cooperating as may reasonably be necessary to assist the other party's counsel in the conduct of such defense or bringing such enforcement actions.

(h) Licensor agrees to take such action or to execute such documents as may reasonably be necessary to empower the other party to bring such action on its behalf. Licensee will pay its own costs and will pay the out-of-pockets costs of Licensor in connection with any action taken in respect to this Section. The party bringing or defending proceedings against a third party will have the benefit or burden of any settlement, recovery, award, loss or expense resulting from such proceeding.

**SECTION 11. *Dispute Resolution.*** (a) If either party commits a breach of or is in default under this Agreement, the other party shall provide written notice thereof specifying the nature of the breach or default and identifying the steps required to cure the same.

(b) Upon the occurrence of any breach or default under this Agreement, Licensor or Licensee, as the case may be, in addition to any other right provided

in this Agreement or otherwise, shall have the right to make application for a temporary, preliminary or permanent injunction, and/or specific performance in order to prevent the continuation of such breach or default. Each party waives any requirement that the other party be required to post a bond in connection with any request for an injunction. Each party acknowledges that an injunction or an order of specific performance may be necessary to protect the Food Trademarks, Program Information and Licensor's and Licensee's rights hereunder as the case may be, because the Food Trademarks and Program Information are unique and the success and viability of the marketing and sales of Licensed Products and of all other goods and services sold by Licensee (whether actual or potential), and the marketing and sales of Licensed Products by Licensor's other licensee, depend upon Licensor's and Licensee's compliance with the terms of this Agreement.

(c) Except as provided in Section 9, it is agreed expressly by the parties to this Agreement that termination is not available as a remedy for any breach or default committed by another party under this Agreement.

SECTION 12. *Indemnification.* (a) Licensee shall indemnify and agrees to defend Licensor from any and all claims, liabilities and damages (but excluding any incidental or consequential damages, or claims for lost profits) resulting from or arising out of (i) the manufacture, packaging, distribution, selling, handling, consumption or marketing of Licensed Products; (ii) use of the Food Trademarks, Program Information or Program Information Improvements by Licensee, its Affiliates and Sublicensees after the Effective Date; or (iii) any action commenced by Licensee pursuant to Section 10(f)(i) and (ii) above, or in which Licensor joins pursuant to Section 10(f)(iv) above.

(b) Licensor shall cause Licensor's other licensee to indemnify and to agree to defend Licensee from any and all claims, liabilities and damages (but excluding any incidental or consequential damages, or claims for lost profits) resulting from or arising out of (i) the manufacture, packaging, distribution, selling, handling, consumption or marketing of Licensed Products as defined in and pursuant to a license granted by Licensor; (ii) use of the Food Trademarks, Program Information and Program Information Improvements by Licensor's other licensee, its Affiliates and Sublicenses after the Effective Date; or (iii) any action brought or commenced by Licensor's other licensee respecting the Food Trademarks, Program Information or Program Information Improvements.

(c) Each party shall provide the other party with reasonable notice of any claim for which it seeks indemnification under this Section 12 and shall cooperate with the defense of any such claim.



(d) Each party agrees that the provisions of this Section 12 shall survive any termination of this Agreement for the period of any applicable statute of limitations.

SECTION 13. *Insurance.* (a) At all times during the term of this Agreement, Licensee will maintain adequate professional/product liability insurance sufficient to cover claims related to the Licensed Products and the business conducted by Licensee. Licensee's insurance policy shall name Licensor and Licensor's other licensee as additional insureds. A copy of Licensee's current policy will be available to Licensor upon request. Licensor acknowledges that \$10,000,000 of coverage is adequate.

(b) The insurance requirements of the first sentence of Section 13(a) are waived as long as Licensee has a senior unsecured long-term debt rating of at least A- or its equivalent with at least two of the following rating agencies:

- (i) Standard and Poor's;
- (ii) Moody's;
- (iii) I.B.C.A.;
- (iv) Duff and Phelps; and
- (v) Fitch.

In the event that at least two of the agencies listed above are no longer available, the parties will use rating agencies of equivalent standing.

SECTION 14. *Obligations Concerning Confidentiality.* The parties acknowledge that they will exchange certain confidential or proprietary business information and know-how (collectively, the "**Confidential Information**"). Except as otherwise provided in this Agreement, all information that a party wishes to have treated as Confidential Information shall be designated as such at the time of its disclosure to the other party by an appropriate marking or other form of written identification. The receiving party shall not disclose such Confidential Information to any unauthorized third party. Confidential Information of another party may be disclosed internally by the receiving party only to those who have a "need-to-know" such Confidential Information. The receiving party will make no copies of the Confidential Information except upon the written permission of the disclosing party. The obligation of confidentiality set forth herein shall not apply to information which (a) was publicly available at the time of the disclosure to the receiving party; (b) subsequently becomes

publicly available through no fault of the receiving party; (c) is rightfully acquired by the receiving party from a third party who is not in breach of a confidential obligation with regard to such information; (d) is independently known by the receiving party whether prior to or during the term of this Agreement; or (e) is disclosed with the written consent of the party who owns the Confidential Information.

SECTION 15. *Assignment; Transfer.* (a) Except as provided herein, neither party may assign or transfer any or all its rights or obligations under this Agreement, directly or indirectly, without the express written consent of the other party and Licensor's other licensee.

(b) Licensee may assign or transfer its rights, but not any partial interest therein, under this Agreement with the consent of Licensor and Licensor's other licensee, or without any consent if the assignment or transfer is made: (i) to an Affiliate or (ii) to a purchaser from Licensee of all or substantially all of the assets to which Licensee's use of the Food Trademarks relates, provided that (x) the Affiliate or purchaser agrees in writing to be bound to all of the terms of this Agreement and (y) that the Affiliate or purchaser will also assume ownership in the Licensee's membership interest in WW Foods, LLC and of its rights and obligations in the Limited Liability Company Agreement of WW Foods, LLC, dated September 29, 1999 (the "**LLC Agreement**").

(c) For the avoidance of doubt, it is expressly understood and agreed that the sale or issuance of stock by a party, or the granting of any security interest in or pledge of a collateral interest in or to Licensee's rights under this Agreement, standing alone, shall not constitute an assignment or transfer subject to this Section 15 or otherwise require the consent of any other party or person.

(d) Any attempt at assignment or transfer by any party in violation of the provisions hereof shall be void. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

(e) Licensor shall not transfer, encumber, license or dispose of any of the Food Trademarks or the Program Information without the consent of Licensee.

(f) Licensor shall not borrow money, and shall incur liabilities solely in the ordinary course of its business.

(g) Licensor shall not amend its certificate of formation or the LLC Agreement without the consent of Licensee and Licensor's other licensee.

(h) Licensor shall not enter into or amend any license of the Food Trademarks or the Program Information without consent of Licensee and Licensor's other licensee.

SECTION 16. *Costs and Expenses.* Each party agrees to be responsible for its respective costs and expenses arising from their entry into this Agreement.

SECTION 17. *Notices.* Unless otherwise specified herein, notices to the parties shall be sent by prepaid certified or registered mail, or by a national overnight courier service, to the parties at the following addresses (or at such other address as shall be specified by like notice) and notice will be deemed to have been received by the other party two days after mailing in the case of certified or registered mail and the day after mailing in the case of notice sent by overnight courier. Notices shall be addressed as follows:

(i) if to Licensee:

Weight Watchers International, Inc.  
175 Crossway Parkway  
Woodbury, New York 11797  
Attn: President with a copy to the General Counsel

(ii) if to Licensor:

WW Foods, LLC  
877 West Main Street  
Suite 603  
Boise, Idaho 83702  
Attn: Administrative Manager

SECTION 18. *Governing Law.* This Agreement is entered into in the State of New York and the validity, construction and effect of this Agreement (and all performance related thereto) shall be governed, enforced and interpreted under the laws of the State of New York relating to contracts entered into and to be fully performed therein.

SECTION 19. *Notice From Other Licensees.* If Licensor receives from any licensee any notice related to the Food Trademarks, Program Information, Program Information Improvements or any of Licensor's license agreements with such licensee, its Affiliates or Sublicensees, Licensor shall provide such notice to all other licensees.

SECTION 20. *Miscellaneous.* (a) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Licensor or Licensee any rights or remedies under this Agreement.

(b) The failure of either party to insist on compliance with any provision hereof shall not constitute a waiver or modification of such provision or any other provision nor shall resort to a remedy constitute a waiver of the right to resort to another remedy provided for under this Agreement.

(c) If any provision hereof is held to be invalid or unenforceable by any court of competent jurisdiction or any other authority vested with jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereto.

(d) The section order and headings are for convenience only and shall not be deemed to affect in any way the language, obligations or the provisions to which they refer.

(e) The parties will not be deemed to have a relationship of joint venturer, partner or employer/employee with the other. Neither party shall have the right to incur any obligation on behalf of the other or have any interest in the profit or liabilities of the other.

(f) This Agreement, including this provision of the Agreement, may be amended or modified only in writing and when executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WW FOODS, LLC

By: Mark V. Matera  
Name: MARK V. MATERA  
Title: VICE PRESIDENT

WEIGHT WATCHERS INTERNATIONAL

By: Robert W. Hollweg  
Name: ROBERT W. HOLLWEG  
Title: VICE PRESIDENT -  
GENERAL COUNSEL

Weight Watchers License

Schedule A

**Formation Trademarks**

WEIGHT WATCHERS FORMATION TRADEMARKS Total:244

MARK	COUNTRY	STATUS	APPRO	REGNO	REG
WEIGHT WATCHERS	05	REGISTERED		8600	09/23/1966
WEIGHT WATCHERS	08	REGISTERED		042088	01/19/1999
WEIGHT WATCHERS	12	REGISTERED		4290	09/28/1988
WEIGHT WATCHERS	18	REGISTERED	N/A	92-1-16	01/01/1992
WEIGHT WATCHERS	18	REGISTERED		79-8-11	08/15/1979
WEIGHT WATCHERS	28	REGISTERED		VOL. 25FG. 44	07/28/1992
WEIGHT WATCHERS	28	REGISTERED		NONE	01/08/1980
WEIGHT WATCHERS	30	REGISTERED		11874	03/16/1992
WEIGHT WATCHERS	30	REGISTERED		6248	04/02/1979
WEIGHT WATCHERS	32	REGISTERED		41845	08/12/1988
WEIGHT WATCHERS	36	REGISTERED		12627	04/13/1992
WEIGHT WATCHERS	39	REGISTERED		18 156	11/17/1969
WEIGHT WATCHERS	AR	REGISTERED	1604051	1310183	09/14/1988
WEIGHT WATCHERS	AR	REGISTERED	1604056	1310188	09/14/1988
WEIGHT WATCHERS	AR	REGISTERED	1 770 714	1 430 335	03/31/1993
WEIGHT WATCHERS	AR	REGISTERED	1604055	1310187	09/14/1988
WEIGHT WATCHERS (PLAIN WORD MARK)	AR	REGISTERED	2 105 771	1 713 171	12/30/1998
WEIGHT WATCHERS	AR	PENDING	2 175 568		
WEIGHT WATCHERS DEVICE	AR	PENDING	2 175 567		
WEIGHT WATCHERS PERSONAL CUISINE	AR	REGISTERED	1 899 259	1 534 735	08/31/1994
WEIGHT WATCHERS PERSONAL CUISINE	AT	REGISTERED	160486	115582	04/01/1987
WEIGHT WATCHERS PERSONAL CUISINE	AT	REGISTERED	AM 4377/92	146014	02/22/1993
KILOGRAM AND DESIGN	BE	REGISTERED	426 661	426 661	11/05/1976
WEIGHT CONTROLLERS AND DESIGN	BE	REGISTERED	426 662	426 662	11/05/1976
WEIGHT WATCHERS	BR	REGISTERED	816828873	816828873	11/16/1993
WEIGHT WATCHERS	BR	REGISTERED		6567037	06/10/1977
SENTINELAS	BR	REGISTERED	11157	76011570	03/20/1974
VIGILANTES DO PESO	BR	REGISTERED	11164	6566952	06/10/1977
VIGILANTES DO PESO	BR	REGISTERED	816828857	816828857	11/16/1993
VIGILANTES DO PESO	BR	REGISTERED	11163	6566944	06/10/1977
WEIGHT WATCHERS	BR	REGISTERED		6567061	06/10/1977
WEIGHT WATCHERS	BR	REGISTERED		6567045	06/10/1977
WEIGHT WATCHERS	BR	REGISTERED		6567053	06/10/1977
VIGILANTES DO PESO	BR	REGISTERED	11160	6566928	06/10/1977
WEIGHT WATCHERS	BR	REGISTERED		6567029	06/10/1977
VIGILANTES DO PESO	BR	REGISTERED	11162	6566936	06/10/1977
VIGILANTES DO PESO	BR	REGISTERED	11165	6566960	06/10/1977
VIGILANTES DO PESO	BR	REGISTERED	11166	6566979	06/10/1977
VIGILANTES DO PESO	BR	REGISTERED	819478113	819478113	04/27/1999
WEIGHT WATCHERS	BW	REGISTERED	3687	3687	06/01/1973
SCALE DESIGN	BW	REGISTERED	5045	5045	07/17/1985
SCALE DESIGN	BW	REGISTERED	5046	5046	07/17/1985
WEIGHT WATCHERS	BW	REGISTERED	4384	4384	07/19/1984
WEIGHT WATCHERS	BW	REGISTERED	5802	5802	11/03/1987
WEIGHT WATCHERS	BW	REGISTERED	3688	3688	06/01/1973

WEIGHT WATCHERS FORMATION TRADEMARKS Total 244

MARK	COUNTRY	STATUS	APPRO	REGNO	REG
WEIGHT WATCHERS	BW	REGISTERED	4551	4551	03/28/1984
WEIGHT WATCHERS	BW	REGISTERED	4548	4548	07/19/1984
WEIGHT WATCHERS & WW 10 DESIGN	BW	REGISTERED	5801	5801	11/03/1987
WEIGHT WATCHERS & WW 10 DESIGN	BW	REGISTERED	4808	4808	06/01/1982
WEIGHT WATCHERS	BW	REGISTERED	4809	4809	06/01/1982
WW 10 DESIGN	BW	REGISTERED	4549	4549	07/19/1984
WEIGHT CONT./FIGURE	BW	REGISTERED	4550	4550	03/28/1984
FIT A LA CARTE	BX	REGISTERED	340161	340161	05/12/1976
CHILI GOURMAND	BX	REGISTERED	56777	426212	10/09/1986
WEIGHT WATCHERS	BX	REGISTERED	860427	583060	11/30/1995
LES FRUITS DU MONDE	BX	REGISTERED	45983	375908	09/08/1981
PERSONAL CUISINE	BX	PENDING	858734		
WEIGHT WATCHERS	BX	REGISTERED	749576	483979	07/24/1990
LES FRUITS DE LA PLANETE	BX	REGISTERED	37793	341310	09/01/1976
W DESIGN-2 LINES	BX	REGISTERED	859461	582830	11/14/1995
PUNTO & W LINE DESIGN-2 LINES	CH	REGISTERED	1193	347290	02/27/1986
W LOGO	CH	REGISTERED	324356	324356	03/07/1983
W LINE DESIGN-3 LINES	CH	REGISTERED	324225	324225	03/07/1983
WEIGHT WATCHERS W LINE DESIGN (2LINES)	CH	REGISTERED	442287	355931	07/09/1987
PERSONAL CUISINE	CH	REGISTERED	337596	337596	12/20/1984
W DESIGN-2 LINES BLUE & GREEN	CH	REGISTERED	330069	330069	07/05/1983
PERSONAL CUISINE	CH	REGISTERED	1194	347291	02/27/1986
WEIGHT WATCHERS	CH	REGISTERED	60091990	385151	09/13/1991
WEIGHT WATCHERS	CN	REGISTERED	94089965	847262	06/14/1996
WEIGHT WATCHERS	CN	REGISTERED	94089963	874745	09/28/1996
PERSONAL CUISINE	CN	REGISTERED	94089964	847219	06/14/1996
PERSONAL CUISINE	CN	REGISTERED	94086058	849278	06/28/1996
CUIDA KILOS	CN	REGISTERED	94086057	851010	06/28/1996
WEIGHT WATCHERS	CO	REGISTERED	157194	100551	05/10/1983
WEIGHT WATCHERS	CO	REGISTERED	343 974	87 825	08/30/1986
WEIGHT WATCHERS	CO	REGISTERED	265141	128089	03/30/1990
VIGILANTES DEL PESO	CO	REGISTERED	343 970	87 828	08/30/1986
CUIDA KILOS	CO	PENDING	279472		
VIGILANTES DEL PESO	CO	PENDING	279471		
VIGILANTES DEL PESO	CO	REGISTERED	157196	91818	04/28/1983
CUIDA KILOS	CO	REGISTERED	279473	204263	09/22/1997
WEIGHT WATCHERS	CO	REGISTERED	157195	100550	05/10/1983
PERSONAL CUISINE	CR	REGISTERED	108497	108497	07/28/1998
WEIGHT WATCHERS	DE	REGISTERED	966234	966234	09/27/1976
PERSONAL CUISINE	DE	REGISTERED	DD-WV 63907/29	653908	09/03/1990
MEINE KUCHE AND DESIGN	DE	REGISTERED	N/A	2039597	07/01/1993
WEIGHT WATCHERS AND DESIGN	EC	REGISTERED	65041	3058 97	06/23/1996
WEIGHT WATCHERS AND DESIGN	EC	REGISTERED	65042	3059 97	06/23/1996
WEIGHT WATCHERS	EC	REGISTERED	65 043	192490	06/07/1990
WEIGHT WATCHERS	ES	REGISTERED	826071	826071	01/12/1978



WEIGHT WATCHERS FORMATION TRADEMARKS Total: 244

9/28/99

MARK	COUNTRY	STATUS	APPNO	REGNO	REG
WEIGHT WATCHERS	ES	REGISTERED	826075	826075	03/07/1978
WEIGHT WATCHERS	ES	REGISTERED	0826076	0826076	06/12/1978
WEIGHT WATCHERS	ES	REGISTERED	0704377	0704377	11/21/1975
LA FORME GOURMANDE	FR	REGISTERED	796015	1354703	05/14/1986
LA FORME GOURMANDE	FR	REGISTERED	796019	1354707	05/14/1986
LA CARTE MINCEUR	FR	REGISTERED	796017	1354705	05/14/1986
LES FRUITS DE LA PLANETE	FR	REGISTERED	95599601	95599601	12/01/1995
PUNTO AND W DESIGN	FR	REGISTERED	190514	1700977	02/23/1990
WEIGHT WATCHERS LA FORME CONT	FR	REGISTERED	796018	1354706	05/14/1986
MELASNACK AND DEVICE	FR	REGISTERED	196494	1610705	03/19/1990
PUNTO	FR	REGISTERED	193688	1743200	03/07/1990
MELASNACK	FR	REGISTERED	196495	1617454	03/19/1990
LA CARTE FORME	FR	REGISTERED	796016	1354704	05/14/1986
CLUB MINCEUR WEIGHT WATCHERS	FR	PENDING	1267940		
LES FRUITS DU MONDE	FR	REGISTERED	95596145	95596145	01/07/1995
CHILI GOURMAND	FR	REGISTERED	95599602	95599602	12/01/1995
PERSONAL CUISINE	FR	REGISTERED	231144	1608056	08/07/1990
WEIGHT WATCHERS LA LINGE CONT	FR	REGISTERED	796014	1354702	05/14/1986
W PLATE DESIGN	GB	REGISTERED	1066948	1066948	01/09/1979
WEIGHT WATCHERS PERSONAL CUISINE	GB	REGISTERED	1437275	A1437275	01/14/1994
WEIGHT WATCHERS	GB	REGISTERED	1353708	A1353708	09/11/1992
WEIGHT WATCHERS PERSONAL CUISINE	GB	REGISTERED	1437274	A1437274	02/18/1994
WEIGHT WATCHERS	GB	REGISTERED	1353707	A1353707	09/11/1992
WEIGHT WATCHERS & W PLATE DESIGN	GB	REGISTERED	1066954	B1066954	07/16/1980
WEIGHT WATCHERS & W PLATE DESIGN	GB	REGISTERED	1066955	B1066955	07/23/1980
WEIGHT WATCHERS & W PLATE DESIGN	GB	REGISTERED	1066959	B1066959	07/09/1980
W PLATE DESIGN	GB	REGISTERED	1066951	B1066951	11/20/1978
W PLATE DESIGN	GB	REGISTERED	1066952	B1066952	11/09/1978
W PLATE DESIGN	GB	REGISTERED	1066953	B1066953	11/09/1978
WEIGHT WATCHERS	GB	REGISTERED	1353709	A1353709	09/11/1992
WEIGHT WATCHERS	GB	REGISTERED	1353710	A1353710	01/08/1993
W PLATE DESIGN	GB	REGISTERED	1066947	B1066947	11/09/1978
WEIGHT WATCHERS	GB	REGISTERED	1353711	A1353711	09/11/1992
WEIGHT WATCHERS & W PLATE DESIGN	GB	REGISTERED	1066960	B1066960	07/23/1980
DOLCETTA	GB	REGISTERED	2010812	2010812	02/10/1995
WEIGHT WATCHERS HEALTH WATCHERS	GB	REGISTERED	1455868	A1455868	03/11/1994
WEIGHT WATCHERS HEALTH WATCHERS	GB	REGISTERED	1455869	A1455869	02/11/1994
WEIGHT WATCHERS HEALTH WATCHERS	GB	REGISTERED	1459379	A1459379	12/17/1993
WEIGHT WATCHERS & W PLATE DESIGN	GB	REGISTERED	1066958	B1066958	10/31/1978
WEIGHT WATCHERS	GB	REGISTERED	73891	73891	01/27/1983
PERSONAL CUISINE	GR	REGISTERED	100203	100203	11/17/1994
PUNTO & W LINE DESIGN	GR	REGISTERED	73890	73890	01/27/1983
WWW 10 DESIGN	IE	REGISTERED	1046	102882	05/04/1977
PERSONAL CUISINE	IE	REGISTERED	90/4321	B149911	05/04/1977

WEIGHT WATCHERS FORMATION TRADEMARKS Total: 244

MARK	COUNTRY	STATUS	APPRO	REGNO	REG
WW 10 DESIGN	IE	REGISTERED	1048	102884	05/04/1977
WEIGHT WATCHERS	IL	REGISTERED	41045	41045	08/01/1975
WEIGHT WATCHERS	IL	REGISTERED	41043	41043	08/01/1975
WEIGHT WATCHERS	IL	REGISTERED	41046	41046	08/01/1975
SHOMREI MISHKAL	IL	REGISTERED	41050	41050	08/01/1975
WEIGHT WATCHERS	IL	REGISTERED	41042	41042	08/01/1975
WEIGHT WATCHERS	IL	REGISTERED	41044	41044	08/01/1975
WEIGHT WATCHERS	IL	REGISTERED	38391	38391	11/07/1973
SHOMREI MISHKAL	IL	REGISTERED	41049	41049	08/01/1975
SHOMREI MISHKAL	IL	REGISTERED	41047	41047	08/01/1975
PERSONAL CUISINE	IL	REGISTERED	77062	77062	11/05/1996
SHOMREI MISHKAL	IL	REGISTERED	41048	41048	08/01/1975
SHOMREI MISHKAL	IL	REGISTERED	41051	41051	08/01/1975
PERSONAL CUISINE	IL	REGISTERED	77061	77061	11/05/1996
WEIGHT WATCHERS MELASNAK & DESIGN	IT	REGISTERED	1808780	381238	03/19/1980
PUNTO	IT	REGISTERED	1977480	324853	06/13/1980
PERSONAL CUISINE	IT	REGISTERED	22736	605 146	03/08/1990
PUNTO AND W DEVICE	IT	REGISTERED	2177080	387307	01/10/1986
MELASNAK	IT	REGISTERED	1808880	381239	03/19/1980
WEIGHT WATCHERS	KG	REGISTERED	940560 3	3015	01/30/1996
WEIGHT WATCHERS	KR	REGISTERED	88467	174153	07/04/1989
WEIGHT WATCHERS IN KOREAN	KR	REGISTERED	88470	165615	12/30/1988
WEIGHT WATCHERS IN KOREAN CHARACTERS	KR	REGISTERED	88469	169419	05/01/1989
WEIGHT WATCHERS IN KOREAN CHARACTERS	KR	REGISTERED	88473	171859	06/12/1989
WEIGHT WATCHERS IN KOREAN CHARACTERS	KR	REGISTERED	88472	174154	07/04/1989
PERSONAL CUISINE	KR	REGISTERED	88471	169421	05/01/1989
PERSONAL CUISINE	KR	REGISTERED	94 28416	335583	03/20/1996
WEIGHT WATCHERS	KR	REGISTERED	88464	169418	05/01/1989
PERSONAL CUISINE	KR	REGISTERED	94 28418	339660	05/16/1996
WEIGHT WATCHERS	KR	REGISTERED	88468	171858	06/12/1989
WEIGHT WATCHERS	KR	REGISTERED	88466	169420	05/01/1989
WEIGHT WATCHERS	KR	REGISTERED	88465	165616	12/30/1988
W LINE DESIGN (BLUE & GREEN)	LI	REGISTERED	6949	6949	06/24/1986
WEIGHT WATCHERS	LI	REGISTERED	6505	6505	10/21/1983
WEIGHT WATCHERS & W LINE LOGO	LI	REGISTERED	6726	6726	02/14/1984
W LINE DESIGN (B&W)	LI	REGISTERED	6506	6506	10/21/1983
WEIGHT WATCHERS & DESIGN	LI	REGISTERED	6948	6948	06/24/1986
WEIGHT WATCHERS	PA	PENDING	078362		
WEIGHT WATCHERS	PE	REGISTERED	191575	94959	01/06/1992
WEIGHT WATCHERS	PE	REGISTERED	191573	094957	01/06/1992
WEIGHT WATCHERS	PE	REGISTERED	191574	94958	01/06/1992
WEIGHT WATCHERS	PE	REGISTERED	191572	94956	01/06/1992
DOLCETTA	PT	REGISTERED	308102	308 102	03/13/1996
WEIGHT WATCHERS	PT	REGISTERED	316065	316065	09/17/1997
WEIGHT WATCHERS & DESIGN	PT	REGISTERED	316435	316435	11/10/1997

WEIGHT WATCHERS FORMATION TRADEMARKS Total:244

MARK	COUNTRY	STATUS	APPRO	REGNO	REG
WEIGHT WATCHERS	PY	REGISTERED	876	156198	08/31/1982
WEIGHT WATCHERS	PY	REGISTERED	874	156020	08/31/1982
PERSONAL CUISINE	PY	REGISTERED	875	156021	08/31/1982
VIKT VAKTARNA	SE	REGISTERED	90/6885	234003	05/08/1992
WEIGHT WATCHERS	SE	REGISTERED	A.95.9409	316324	08/23/1996
WEIGHT WATCHERS VIKT VAKTARNA & WW/10 LOG	SE	REGISTERED	96-05817	322630	04/07/1997
VIKT VAKTARNA	SE	REGISTERED	191276	159454	05/20/1987
LITTLE MAN DESIGN WITH WORDS BALANSERAD KOST	SE	REGISTERED	96-05818	323113	04/25/1997
DOLCETTA	SE	PENDING	99-4712		
LITTLE MAN DESIGN	SE	REGISTERED	95-02008	307204	12/22/1995
LITTLE MAN DESIGN	SE	PENDING	99-4713		
WEIGHT WATCHERS & WW/10 DESIGN	SZ	REGISTERED	2751976	2751976	06/01/1982
WEIGHT WATCHERS	SZ	REGISTERED	2691976	2691976	07/19/1984
WEIGHT WATCHERS	SZ	REGISTERED	2681976	2681976	07/19/1984
WEIGHT WATCHERS	SZ	REGISTERED	2701976	2701976	03/28/1984
WEIGHT WATCHERS	SZ	REGISTERED	1031973	1031973	03/23/1981
SCALE DESIGN	SZ	REGISTERED	2741976	2741976	06/01/1982
WEIGHT WATCHERS	SZ	REGISTERED	611976	611976	07/19/1984
WEIGHT WATCHERS	SZ	REGISTERED	1021973	1021973	10/21/1988
WW/10 DESIGN	SZ	PENDING	727/97		
WEIGHT WATCHERS	SZ	REGISTERED	2711976	2711976	03/28/1984
WEIGHT WATCHERS & WW/10 DESIGN	TR	REGISTERED	97/2116	181801	02/20/1997
OH! SO VERY VANILLA	TT	REGISTERED	7786	7786	08/17/1976
ARCTIC DLITES	US	REGISTERED	74/458.909	1.907.903	07/25/1995
CHOCOLATE MINT TREAT	US	REGISTERED	74/458.920	1.903.730	07/04/1995
CHOLESTEROL WATCHERS	US	REGISTERED	349.088	1.299.225	10/09/1984
ORANGE VANILLA TREAT	US	REGISTERED	204.414	1.281.762	06/12/1984
LOSE 10LBS AMERICA CHALLENGE AND DESIGN	US	REGISTERED	349.091	1.266.802	02/14/1984
COOKIE DOUGH CRAZE	US	REGISTERED	74/456.625	2.034.070	01/28/1997
DAILY BASICS	US	REGISTERED	74/458.908	1.893.715	05/09/1995
FROSTED TREAT	US	REGISTERED	74/306.409	1.848.951	08/09/1994
GRAND COLLECTION	US	REGISTERED	347.348	1.274.468	04/17/1984
HEALTH WATCHERS	US	REGISTERED	693.420	1.496.041	07/12/1988
WEIGHT WATCHERS	US	REGISTERED	576.493	1.425.853	01/20/1987
KEEP YOUR BALANCE	US	REGISTERED	74/158.233	1.684.274	04/28/1992
WEIGHT WATCHERS CHOCOLATE TREAT	US	REGISTERED	75/409.268	2.252.004	06/08/1999
WEIGHT WATCHERS (SCRIPT)	US	REGISTERED	637.324	1.484.467	04/12/1988
WEIGHT WATCHERS	US	REGISTERED	636.884	1.513.739	11/22/1988
WEIGHT WATCHERS	US	REGISTERED	502.740	1.331.149	04/16/1985
WEIGHT WATCHERS	US	REGISTERED	72/337.603	903.957	12/08/1970
WEIGHT WATCHERS	US	REGISTERED	279.696	855.654	08/27/1968
WEIGHT WATCHERS	US	REGISTERED	291.655	868.745	04/29/1969
WEIGHT WATCHERS	US	REGISTERED	465.271	1.331.082	04/16/1985
WEIGHT WATCHERS	US	REGISTERED	237.574	826.163	03/21/1967
WEIGHT WATCHERS	US	REGISTERED	516.788	1.350.910	07/23/1985

WEIGHT WATCHERS FORMATION TRADEMARKS Total:244

9/28/99

MARK	COUNTRY	STATUS	APPRO	REGNO	REG
WEIGHT WATCHERS	US	REGISTERED	465,425	1,331,135	04/16/1985
WAIST WATCHER	US	REGISTERED	491,207	1,380,689	01/28/1986
PERSONAL CUISINE	US	REGISTERED	16,252	1,663,542	11/05/1991
WEIGHT WATCHERS SUCCESS	US	PENDING	75/593,118		
PERSONAL CUISINE	US	REGISTERED	16,254	1,652,768	07/30/1991
POSITIVELY PRALINE CRUNCH	US	REGISTERED	74/458,638	1,891,805	04/25/1995
WEIGHT WATCHER	US	REGISTERED	92,784	715,515	05/16/1961
SALAD CELEBRATIONS	US	REGISTERED	425,971	1,903,712	07/04/1995
WEIGHT WATCHERS	US	PENDING	75/599,148		
SMART SNACKERS	US	REGISTERED	74/418,835	1,945,994	01/02/1996
SMART SNACKERS	US	REGISTERED	74/418,834	1,941,477	12/12/1995
SWEET CELEBRATIONS	US	REGISTERED	74/365,965	1,837,439	05/24/1994
TOTAL INDULGENCE, ZERO GUILT	US	REGISTERED	223,429	1,901,085	06/20/1995
TRIPLE CHOCOLATE TORNADO	US	REGISTERED	74/458,636	1,893,714	05/09/1995
ULTIMATE 200	US	REGISTERED	205,107	1,731,368	11/10/1992
ULTIMATE 90	US	REGISTERED	788,279	1,566,171	11/14/1989
RECKLESS ROCKY ROAD	US	REGISTERED	74/458,917	1,900,048	06/13/1995
WEIGHT WATCHERS	VE	REGISTERED	5376	140629	02/01/1991
WEIGHT WATCHERS	VE	REGISTERED	5375	140630	02/01/1991

Weight Watchers License

Schedule B

**Licensed Products**  
**Heinz Core Product Categories**

Worldwide Scope

Frozen Dinners, Frozen Entrees  
Frozen Breakfasts, Frozen Desserts<sup>5</sup>  
Frozen Pizza, Frozen Pizza Snacks  
Frozen Potatoes, Frozen Rice Products

Ketchup, Tomato Sauce  
Mustard, Pickles, Relish  
Salad Cream  
Steak Sauce, Barbeque Sauce, Soy Sauce  
Gravy

Canned Products in which tuna or salmon is a primary  
characterizing ingredient

Soup, Noodles (all forms but not pasta)  
Canned Products in which beans or pasta is the predominant  
ingredient by weight in the product

Australia and New Zealand only<sup>6</sup>

Mayonnaise  
Dressings  
Simmer Sauce

Frozen Vegetables

Canned Fruits, Canned Vegetables

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<sup>5</sup> Excepted from the frozen desserts category of Licensed Products are ice cream, frozen yogurt and other frozen desserts sold through the ice cream distribution system and temperature range (as opposed to the frozen food distribution system and temperature range).

<sup>6</sup> In addition to products listed above with Worldwide scope.

Weight Watchers License

Schedule C

**Program Information**

Current Program Materials for:

United States  
United Kingdom  
France  
Australia/New Zealand

(Program Materials for each jurisdiction provided in separate redweld)

Weight Watchers License

Schedule D

**Program Information Trademarks**

WEIGHT WATCHERS

1-2-3 SUCCESS

POINTS

1-2-3 SUCCESS 2000

SUCCESS SIGNALS

## Weight Watchers License

### Schedule E

## **Quality Control Requirements and Program Information Trademark Standards**

### **Quality Control Requirements**

#### Manufacturing and Distribution

The parties shall mutually agree on the quality control requirements regarding the manufacture and distribution of products using the Food Trademarks or Custodial Trademarks, which shall (so far as practicable) be the same in relation to both parties. Such requirements shall be generally equivalent to those historically applied in the Weight Watchers Business, as defined in the Principal Agreement, and shall include good manufacturing practices requirements and nutritional requirements as are reasonable and necessary to safeguard the healthfulness and quality of the relevant food products and to reflect the legal and regulatory requirement in the national markets where such products are sold.

#### Trademark Preservation

The parties agree to establish trademark maintenance and protection programs which will serve to enhance the value and material benefit of the Food Trademarks and Custodial Trademarks. They will adopt a mutually agreeable policy applicable to each which will govern the use of the trademarks in a proper manner. They will cause all relevant uses of the Food Trademarks and Custodial Trademarks to be registered in respect of their activities and will identify ownership on packaging, advertising and other uses. They will maintain vigilance programs to oversee the use of the Food Trademarks and Custodial Trademarks by their respective licensees and sublicensees and will watch for unauthorized third party use so that appropriate action may be taken. They will act cooperatively in all matters relating to the trademarks and other intellectual property rights shared by them for their mutual benefit, subject to the terms of any other agreement between or among them.

### **Program Information Trademark Standards**

The parties agree to establish trademark maintenance and protection programs with respect to the Program Information Trademarks, which may be administered by the Company on behalf of Weight Watchers with respect to the use of the Program Information Trademarks



by Heinz, its Affiliates and Sublicensees. To the extent applicable, such trademark maintenance and protection programs as may be agreed upon with respect to Program Information Trademarks shall be substantially similar to those trademark maintenance and protection programs agreed upon by the parties with respect to use of the Food Trademarks and Custodial Trademarks, and shall be administered on a basis consistent therewith. For the avoidance of doubt, it is understood and agreed that (i) the Company shall have no right or obligation to maintain or protect the Program Information Trademarks with respect to any use made thereof by Weight Watchers, its Affiliates or Licensees (other than Heinz, its Affiliates or Sublicensees); (ii) Weight Watchers shall have no obligation to the Company or Heinz to maintain any existing registration or apply for any new Program Information Trademark; and (iii) neither the Company nor Heinz shall have any rights in, or concerning use of, the Program Information or Program Information Trademarks except as may be specified in the license agreement between Weight Watchers and the Company, and between the Company and Heinz.