

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wolverine World Wide, Inc.		10/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 176

Property Type	Number	Word Mark
Registration Number:	2958664	I
Registration Number:	3932363	P
Registration Number:	4084177	SRX EXTREME SLIP RESISTANCE
Registration Number:	1214949	BATES
Registration Number:	4064049	HONOR BOUND
Registration Number:	3822981	BIOBEVEL
Registration Number:	1303886	BODY SHOE
Registration Number:	3808024	
Registration Number:	1568524	BOUNCE
Registration Number:	3212211	BOUNCE
Registration Number:	3517697	BOUNCE AIR
Registration Number:	1455426	COMFORT CURVE
Registration Number:	1715907	COMFORT CURVE
Registration Number:	1727729	COMFORT CURVE

CH \$4415.00 2958664

Registration Number:	3682364	COMFORTFUSION
Registration Number:	1808534	
Registration Number:	1784880	
Registration Number:	2339615	
Registration Number:	1745866	
Registration Number:	1894513	
Registration Number:	2030638	
Registration Number:	4031892	
Registration Number:	3694133	
Registration Number:	3326932	DUAL FIT SYSTEM
Registration Number:	3690064	HP
Registration Number:	1118874	HUSH PUPPIES
Registration Number:	1381201	HUSH PUPPIES
Registration Number:	1290237	HUSH PUPPIES
Registration Number:	764745	HUSH PUPPIES
Registration Number:	913297	HUSH PUPPIES
Registration Number:	1311041	HUSH PUPPIES
Registration Number:	1053340	HUSH PUPPIES
Registration Number:	663849	HUSH PUPPIES
Registration Number:	1292280	HUSH PUPPIES
Registration Number:	2166409	HUSH PUPPIES
Registration Number:	767344	HUSH PUPPIES
Registration Number:	2040768	HUSH PUPPIES
Registration Number:	1358761	HUSH PUPPIES
Registration Number:	4016204	HUSH PUPPIES HARMONY
Registration Number:	3423505	INNERSOFT
Registration Number:	2259847	PUPS
Registration Number:	2842017	SOFT STYLE
Registration Number:	3623917	
Registration Number:	3657881	
Registration Number:	1355504	THE BODY SHOE
Registration Number:	1402239	THE DIFFERENCE IS COMFORT
Registration Number:	2996292	TOWN & COUNTRY
Registration Number:	2984178	WAVEREFLEX
Registration Number:	1968666	WE INVENTED CASUAL

	2266516	WORRY-FREE SUEDE
Registration Number:	3099914	ZERO G
Registration Number:	3099913	ZERO G
Registration Number:	3554104	C3 CROSS CHANNEL CIRCULATION
Registration Number:	3368530	CARBONMAX
Registration Number:	4099300	
Registration Number:	3684426	
Registration Number:	3540966	CONTOUR WELT
Registration Number:	3490076	DIGITAL STORM
Registration Number:	3490077	DIGITAL STORM
Registration Number:	3541816	DURA LOCK
Registration Number:	4158105	DURALOCK
Registration Number:	3152140	DURA-LOCK
Registration Number:	1713847	DURASHOCKS
Registration Number:	3501722	EXS
Registration Number:	1869737	FLOATERS
Registration Number:	1542596	GREAT LAKES
Registration Number:	1319463	GREAT LAKES
Registration Number:	3220531	MULTISHOX
Registration Number:	3462198	MX WOLVERINE
Registration Number:	3674511	PEAK COMFORT
Registration Number:	3442313	RELENTLESS BY NATURE
Registration Number:	1387605	THERMALITES
Registration Number:	1266920	WOLVERINE
Registration Number:	730465	WOLVERINE
Registration Number:	1495861	WOLVERINE
Registration Number:	1491191	WOLVERINE
Registration Number:	1358690	WOLVERINE
Registration Number:	2059756	WOLVERINE
Registration Number:	2123358	WOLVERINE
Registration Number:	2597584	WOLVERINE
Registration Number:	3066241	WOLVERINE COMPRESSOR
Registration Number:	2318018	WOLVERINE FUSION
Registration Number:	4154369	WOLVERINE ICS
Registration Number:	2150953	WOLVERINE SINCE 1883

	2208845	WOLVERINE SINCE 1883
Registration Number:	1777925	WOLVERINE WILDERNESS
Registration Number:	4122624	SOFT DELIGHT
Registration Number:	3050464	
Registration Number:	3299529	NEW TERRAIN
Registration Number:	3545193	NEW TERRAIN
Registration Number:	2730285	TRACK 'N TRAIL
Registration Number:	3693015	WOLVERINE ENVIRONMENT MATTERS PARTNERS PROCESS PRODUCT PEOPLE
Registration Number:	1949010	WOLVERINE WWW WORLDWIDE
Registration Number:	1237332	SILKEE
Registration Number:	2003279	WEATHER TIGHT
Registration Number:	3054429	WOLVERINE WARRIOR LEATHER
Registration Number:	1729518	GREAT LAKES TRADING COMPANY
Registration Number:	3371059	ROCKFORD FOOTWEAR DEPOT
Registration Number:	777442	TRENDSETTER
Registration Number:	4071914	WOLVERINE
Registration Number:	4094628	HUSH PUPPIES
Registration Number:	4025909	WOLVERINE
Registration Number:	3301162	WOLVERINE BOOTS + SHOES + APPAREL + GEAR
Registration Number:	4165922	SINCE 1883 LTW WOLVERINE 1000 MILE ROCKFORD, MI WELT CONSTRUCTION
Registration Number:	1177366	CLINCHER
Registration Number:	2908734	CONTOUR MET
Registration Number:	2278341	FOOTHOLDS
Registration Number:	1455437	FOOTRESTS
Registration Number:	114258	GUARDSMAN
Registration Number:	1439312	HYTEST
Registration Number:	2569422	HYTEST SAFETY FOOTWEAR
Registration Number:	3670612	OUR REPUTATION IS NO ACCIDENT
Registration Number:	2407426	SHOEMOBILE
Registration Number:	1781198	SUPER-GUARD
Registration Number:	3581290	FLOATING TRACKS
Registration Number:	1976235	HIDDEN TRACKS
Registration Number:	3864842	ITECHNOLOGY SUPERDUTY

Registration Number:	3581308	SRX
Registration Number:	2678714	TECHNIFLEX
Registration Number:	3064517	WORKBOOT DURABILITY. ATHLETIC SHOE COMFORT.
Registration Number:	2406476	STEP INTO A LEGEND
Registration Number:	1869739	BATES
Registration Number:	1887234	BATES
Registration Number:	1886859	BATES
Registration Number:	2638470	BATES UNIFORM FOOTWEAR
Registration Number:	3328543	BATES
Registration Number:	3228549	ENFORCER SERIES ULTRA-LITES
Registration Number:	3228548	ENFORCER SERIES ULTRA-LITES
Registration Number:	3555567	PRIME COMFORT
Registration Number:	3600398	TORA BORA
Registration Number:	3050824	WOLVERINE WARRIOR LEATHER
Registration Number:	1797909	DURASHOCKS
Registration Number:	3689051	ICS
Registration Number:	987922	WILDERNESS
Registration Number:	1624871	WOLVERINE LEATHERS
Registration Number:	1733837	HUSH PUPPIES
Registration Number:	3871992	CUSHE
Registration Number:	3982381	SHUCOON
Registration Number:	3114532	FLEX-STITCH
Registration Number:	3050463	
Registration Number:	3166610	TWO ROADS
Registration Number:	3218531	INTEGRATOR
Registration Number:	3536336	EXS
Registration Number:	2477187	UP FOOTGEAR
Registration Number:	1628335	HUSH PUPPIES
Registration Number:	2980361	COUNTRY COMFORT BY MALONE
Registration Number:	2980360	COUNTRY COMFORT BY MALONE
Registration Number:	2980359	COUNTRY COMFORT
Registration Number:	1684494	BOUNCE
Registration Number:	1688422	
Registration Number:	1687144	WOLVERINE
Registration Number:	1630957	THE WHALE TAIL

	1177227	WEATHER TIGHT
Registration Number:	1188697	HUSH PUPPIES
Registration Number:	1161092	HUSH PUPPIES
Registration Number:	523497	ANCHOR FLANGE
Serial Number:	77203014	HUSH
Serial Number:	77597960	WOLVERINE 1000 MILE
Serial Number:	77597946	WOLVERINE 1000 MILE
Serial Number:	85154957	SINCE 1883 LTW WOLVERINE 1000 MILE ROCKFORD, MI WELT CONSTRUCTION
Serial Number:	85351943	WOLVERINE WORLDWIDE W
Serial Number:	85371439	W
Serial Number:	85380215	
Serial Number:	85380171	WOLVERINE
Serial Number:	85422659	WOLVERINE
Serial Number:	85426311	TOWN & COUNTRY
Serial Number:	85523103	SINCE 1883 LTW WOLVERINE 1000 MILE ROCKFORD, MI WELT CONSTRUCTION
Serial Number:	77983278	WOLVERINE 1000 MILE
Serial Number:	85695757	WOLVERINE ROCKFORD, MICH. SINCE 1883 WOLVERINE COMPANY STORE
Serial Number:	85695761	· WOLVERINE · ROCKFORD, MICH. SINCE 1883 WOLVERINE COMPANY STORE
Serial Number:	77794506	SAFETYNET
Serial Number:	85594747	DURALOCK
Serial Number:	85624504	WOLVERINE
Serial Number:	85627444	WOLVERINE
Serial Number:	85661959	WOLVERINE
Serial Number:	85690970	WEATHER SMART

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-7803

Email: ksolomon@stblaw.com

Correspondent Name: Jodie Sopher Pimentel, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

TRADEMARK

REEL: 004890 FRAME: 0731

	509265/1677
NAME OF SUBMITTER:	Jodie Sopher Pimentel
Signature:	/jsp/
Date:	10/31/2012
<p>Total Attachments: 12 source=WWWWTMSI#page1.tif source=WWWWTMSI#page2.tif source=WWWWTMSI#page3.tif source=WWWWTMSI#page4.tif source=WWWWTMSI#page5.tif source=WWWWTMSI#page6.tif source=WWWWTMSI#page7.tif source=WWWWTMSI#page8.tif source=WWWWTMSI#page9.tif source=WWWWTMSI#page10.tif source=WWWWTMSI#page11.tif source=WWWWTMSI#page12.tif</p>	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 9, 2012 is made by Wolverine World Wide, Inc., a Delaware corporation, located at 9341 Courtland Drive, Rockford, MI 49351 (the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 1111 Fannin Street, Floor 10, Houston, Texas 77002, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of July 31, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October 9, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. For clarity, such grant shall not include any United States intent-to-use trademark application to the extent and for so long as creation by the Borrower of a security interest therein would result in the forfeiture by the Borrower of its rights therein, unless and until acceptable evidence of use of the Trademarks has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

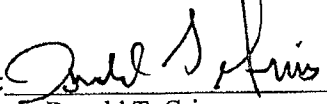
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WOLVERINE WORLD WIDE, INC.

By: 
Name: Donald T. Grimes
Title: Chief Financial Officer, Treasurer
Date:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WOLVERINE WORLD WIDE, INC.

By: _____
Name: Donald T. Grimes
Title: Chief Financial Officer, Treasurer
Date:


JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Krys Szremski
Name: KRYS SZREMSKI
Title: V.P.
Date: 10/4/12

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

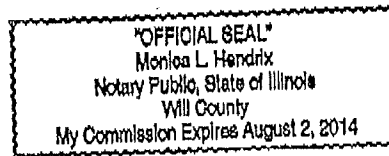
STATE OF Illinois)
COUNTY OF Cook)^{ss}

On the 4th day of October, 2012, before me personally came KRIS SZRENKI, who is personally known to me to be the V.P. of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the V.P. in such national banking association the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.



Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Title</u>	<u>Registration or Application Number</u>
i (logo)	2958664
P & DESIGN	3932363
SRX EXTREME SLIP RESISTANCE w/design	4084177
BATES	1214949
HONOR BOUND	4064049
CUSHE (stylized)	3291086
LAID BACK BOY DESIGN	3194319
BIOBEVEL	3822981
BODY SHOE	1303886
BODY SHOE LOGO	3808024
BOUNCE	1568524
BOUNCE (DESIGN)	3212211
BOUNCE AIR	3517697
COMFORT CURVE	1455426
COMFORT CURVE AND DESIGN (LEFT SOLE)	1715907
COMFORT CURVE AND DESIGN (RIGHT SOLE)	1727729
COMFORTFUSION	3682364
DOG LIKENESS	1808534
DOG LIKENESS	1784880
DOG LIKENESS	2339615
DOG LIKENESS	1745866
DOG LIKENESS	1894513
DOG LIKENESS	2030638
DOG LIKENESS (2D)	4031892
DOG LIKENESS (2D)	3694133
DUAL FIT SYSTEM	3326932
HP DESIGN	3690064
HUSH	77/203,014
HUSH PUPPIES	1118874
HUSH PUPPIES	1381201

<u>Title</u>	<u>Registration or Application Number</u>
HUSH PUPPIES	1290237
HUSH PUPPIES	764745
HUSH PUPPIES	913297
HUSH PUPPIES	1311041
HUSH PUPPIES	1053340
HUSH PUPPIES	663849
HUSH PUPPIES	1292280
HUSH PUPPIES	2166409
HUSH PUPPIES	767344
HUSH PUPPIES	2040768
HUSH PUPPIES	1358761
HUSH PUPPIES HARMONY	4016204
INNERSOFT	3423505
PUPS	2259847
SOFT STYLE	2842017
SOFT STYLE LOGO	3623917
SOFT STYLE LOGO (NO CIRCLE)	3657881
THE BODY SHOE PLUS BODY DESIGN (UNIV)	1355504
THE DIFFERENCE IS COMFORT	1402239
TOWN & COUNTRY	2996292
WAVEREFLEX	2984178
WE INVENTED CASUAL	1968666
WORRY-FREE SUEDE	2266516
ZERO G	3099914
ZERO G LOGO	3099913
C3 CROSS CHANNEL CIRCULATION LOGO	3554104
CARBONMAX	3368530
CLAW DESIGN	4099300
CLAW DESIGN	3684426
CONTOUR WELT	3540966
DIGITAL STORM	3490076
DIGITAL STORM & DESIGN	3490077
DURA LOCK	3541816
DURALOCK	4158105

<u>Title</u>	<u>Registration or Application Number</u>
DURA-LOCK	3152140
DURASHOCKS	1713847
EXS LOGO	3501722
FLOATERS	1869737
GREAT LAKES	1542596
GREAT LAKES	1319463
MULTISHOX	3220531
MX WOLVERINE	3462198
PEAK COMFORT	3674511
RELENTLESS BY NATURE	3442313
THERMALITES	1387605
WOLVERINE	1266920
WOLVERINE	730465
WOLVERINE	1495861
WOLVERINE	1491191
WOLVERINE	1358690
WOLVERINE	2059756
WOLVERINE	2123358
WOLVERINE	2597584
WOLVERINE 1000 MILE	77/597,960
WOLVERINE 1000 MILE	77/597,946
WOLVERINE COMPRESSOR	3066241
WOLVERINE FUSION	2318018
WOLVERINE ICS	4154369
WOLVERINE SINCE 1883	2150953
WOLVERINE SINCE 1883 (Stylized)	2208845
WOLVERINE WILDERNESS AND SUN DESIGN	1777925
SINCE 1883 LTW WOLVERINE 1000 MILE ROCKFORD, MI WELT CONSTRUCTION DESIGN	85/154,957
SOFT DELIGHT	4122624
MOUNTAIN LOGO	3050464
NEW TERRAIN	3299529
NEW TERRAIN	3545193
TRACK 'N TRAIL	2730285
WOLVERINE ENVIRONMENT MATTERS LOGO	3693015

<u>Title</u>	<u>Registration or Application Number</u>
WOLVERINE WORLD WIDE & WWW LOGO	1949010
SILKEE	1237332
WEATHER TIGHT	2003279
WOLVERINE WARRIOR LEATHER	3054429
GREAT LAKES TRADING COMPANY AND DESIGN	1729518
ROCKFORD FOOTWEAR DEPOT	3371059
TRENDSETTER	777442
WOLVERINE	4071914
HUSH PUPPIES	4094628
WOLVERINE	4025909
WOLVERINE WORLDWIDE W DESIGN	85/351,943
W Stylized	85/371,439
CLAW DESIGN	85/380,215
WOLVERINE	85/380,171
WOLVERINE	85/422,659
TOWN & COUNTRY	85/426,311
WOLVERINE BOOTS + _ SHOES + APPAREL + GEAR	3301162
SINCE 1883 LTW WOLVERINE 1000 MILE ROCKFORD, MI WELT CONSTRUCTION (STYLIZED)	85/523,103
SINCE 1883 LTW WOLVERINE 1000 MILE ROCKFORD, MI WELT CONSTRUCTION DESIGN	4165922
WOLVERINE 1000 MILE	77/983,278
WOLVERINE ROCKFORD, MICH. SINCE 1883 WOLVERINE COMPANY STORE	85/695,757
WOLVERINE ROCKFORD, MICH. SINCE 1883 WOLVERINE COMPANY STORE & Design	85/695,761
CLINCHER	1177366
CONTOUR MET	2908734
FOOTHOLDS	2278341
FOOTRESTS	1455437
GUARDSMAN	114258
HYTEST	1439312
HYTEST SAFETY FOOTWEAR w/design	2569422
OUR REPUTATION IS NO ACCIDENT	3670612

<u>Title</u>	<u>Registration or Application Number</u>
SAFETYNET	77/794,506
SHOEMOBILE	2407426
SUPER-GUARD	1781198
FLOATING TRACKS	3581290
HIDDEN TRACKS	1976235
ITECHNOLOGY SUPERDUTY	3864842
SRX	3581308
TECHNIFLEX	2678714
WORKBOOT DURABILITY. ATHLETIC SHOE COMFORT.	3064517
STEP INTO A LEGEND	2406476
BATES	1869739
BATES	1887234
BATES	1886859
BATES (w/design)	2638470
BATES (w/design)	3328543
ENFORCER SERIES ULTRA-LITES	3228549
ENFORCER SERIES ULTRA-LITES w/design	3228548
PRIME COMFORT	3555567
TORA BORA	3600398
WOLVERINE WARRIOR LEATHER	3050824
DURASHOCKS AND DESIGN	1797909
ICS	3689051
WILDERNESS	987922
WOLVERINE LEATHERS AND DESIGN	1624871
HUSH PUPPIES	1733837
DURALOCK	85/594,747
WOLVERINE	85/624,504
WOLVERINE	85/627,444
WOLVERINE	85/661,959
WEATHER SMART	85/690,970
CUSHE	3871992
SHUCOON	3982381
FLEX-STITCH	3114532
DESIGN ONLY	3135970

<u>Title</u>	<u>Registration or Application Number</u>
DESIGN ONLY	3050463
TWO ROADS	3166610
INTEGRATOR	3218531
EXS	3536336
UP FOOTGEAR	2477187
HUSH PUPPIES	1628335
COUNTRY COMFORT BY MALONE AND DESIGN	2980361
COUNTRY COMFORT BY MALONE	2980360
COUNTRY COMFORT	2980359
BOUNCE AND DESIGN	1684494
DESIGN ONLY	1688422
WOLVERINE	1687144
THE WHALE TAIL	1630957
WEATHER TIGHT AND DESIGN	1177227
HUSH PUPPIES	1188697
HUSH PUPPIES	1161092
ANCHOR FLANGE	523497