

10/27/98



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10/29/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party:
WOLVERINE WORLD WIDE, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State DELAWARE
 Other _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party:

Name: BROOKS SPORTS, INC.

Internal Address: _____

Street Address: 11720 NORTH CREEK PKWY N

City: BOTHELL State: WA ZIP: 98011-8223

Individual(s) citizenship _____
 Association _____
 General Partnership Limited Partnership
 Corporation - State WASHINGTON
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Security Interest Release

Execution Dates:

1) May 15, 1996 3) _____
 2) _____ 4) _____

4. Application number(s) or registration number(s):

A. Trademark Application No(s): _____

B. Trademark Registration No(s):
SEE ATTACHMENT A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROBERT G. WOOLSTON

Internal Address: SEED AND BERRY LLP

6300 COLUMBIA CENTER

Street Address: 701 FIFTH AVENUE

City: SEATTLE State: WA ZIP: 98104-7092

6. Total number of applications and registrations involved..... 15

7. Total Fee (37 CFR 3.41): \$ 600

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
19-1090
(Attach duplicate copy of this page if paying by deposit account)

11/13/1998 DNGUYEN 00000155 1161034

01 FC:481 40.00 DP
02 FC:482 350.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document.

ROBERT G. WOOLSTON [Signature] 10/21/98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Refund Ref: 11/13/1998 DNGUYEN 000065401

CHECK Refund Total: \$210.00

ATTACHMENT A

Registration No.	Mark
1,161,034	BROOKS
1,213,324	BROOKS AND DESIGN
1,319,453	DESIGN
1,319,454	BROOKS AND DESIGN
1,319,455	BROOKS AND DESIGN
1,336,768	BROOKS AND DESIGN
1,360,549	BROOKS AND DESIGN
1,360,550	DESIGN
1,419,241	DESIGN
1,683,840	BROOKS AND DESIGN
1,742,337	NEVER, NEVER, NEVER STOP
1,753,275	PPS AND DESIGN
1,777,883	BROOKS AND "V" DESIGN INTEGRAL
1,812,932	THE HUMAN SPIRIT
1,823,776	THE HUMAN SPIRIT

CONFIRMATION OF RELEASE OF SECURITY INTERESTS

The undersigned, Wolverine World Wide, Inc., a ^{Delaware}~~Michigan~~ corporation ("Wolverine"), hereby confirms that Brooks Sports, Inc., a Washington corporation ("Brooks Sports"), has satisfied and fulfilled all of its obligations and indebtedness to Wolverine and its predecessor-in-interest Brooks Shoe, Inc., a Michigan corporation ("Brooks Shoe"), under:

(a) that certain Promissory Note dated January 29, 1993 from Brooks Sports, as maker, payable to Wolverine, as payee, in the principal amount of Seven Million Dollars (\$7,000,000.00);

(b) that certain Short Term Promissory Note dated January 29, 1993 from Brooks Sports, as maker, payable to Wolverine, as payee, in the principal amount of Five Million Dollars (\$5,000,000.00);

(c) that certain Amended and Restated Promissory Note dated November 1, 1994 from Brooks Sports, as maker, payable to Wolverine, as payee, in the principal amount of Five Million Dollars (\$5,000,000.00); and

(d) that certain Security Agreement dated January 29, 1993 between Brooks Sports, as debtor, and Wolverine and Brooks Shoe, as creditor (the "Security Agreement").

In addition, Wolverine hereby represents and warrants that except for the Promissory Note described in paragraph c, above, there have been no modifications, extensions, replacements or renewals of the documents described in paragraphs a, b and d, above.

Accordingly, Wolverine, on its own behalf and as successor-in-interest to Brooks Shoe, hereby releases any and all security interests which were or may have been granted by Brooks Sports in favor of Wolverine and Brooks Shoe pursuant to the Security Agreement, including without limitation any and all security interests in the following intellectual property rights of Brooks Sports:

(i) All existing and future patents, patent applications, inventions upon which patent or design applications have not yet been filed, service marks, trademarks (including, without limitation, the Brooks® brand name), slogans, trademark applications, the right to claim

priority thereon, trade names, any and all goodwill associated with such marks, slogans and names, copyrights including renewals and extensions thereof, copyright registrations, copyright applications, licenses, and all other intellectual property rights including, without limitation, those rights identified in Section 1.1(F) of that certain Asset Purchase Agreement dated January 29, 1993 between Wolverine, Brooks Shoe and Brooks Sports (the "Asset Purchase Agreement") and those items listed on Exhibit C to the Asset Purchase Agreement and Schedule A to the Security Agreement, wherever located, whether now owned or hereafter renewed or acquired by Brooks Sports;

(ii) All distribution, license, franchise and other types of agreements, contracts and other similar arrangements by or through which Brooks Sports markets its products throughout the world, excluding the United States of America, whether now owned or existing, or hereafter acquired, created or executed by Brooks Sports; and

(iii) All choses in action relating to and rights to enforce the foregoing including, without limitation, rights to sue and recover for past, present and future infringements of the Intellectual Property Rights described above in paragraph (i) above.

In addition, Wolverine hereby covenants and agrees to promptly execute and file, and procure from third parties, if applicable, such documents (including without limitation UCC-3 termination statements) as Brooks Sports may deem necessary to release the security interests described above.

EXECUTED as of the 15th day of May, 1996.

WOLVERINE WORLD WIDE, INC.

By Blake W. Krueger
Its EVP (Executive Vice President)

Confir. 721/cqmt