

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
Saucony, Inc.		10/09/2012	CORPORATION: MASSACHUSETTS

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: 53

Property Type	Number	Word Mark
Registration Number:	2683188	ARCH-LOCK
Registration Number:	1170334	
Registration Number:	1124321	
Registration Number:	1561106	DRYLETE
Registration Number:	1678640	G.R.I.D.
Registration Number:	3739786	GRID
Registration Number:	3382995	GRID EXCURSION TR
Registration Number:	3234634	GRID PROPEL
Registration Number:	2981052	HRC
Registration Number:	3375694	IMPULSE EVA
Registration Number:	3908153	KINVARA
Registration Number:	0876423	
Registration Number:	3330503	MAKING SWEAT LOOK GOOD
Registration Number:	2910565	

TRADEMARK

Registration Number:	3095051	
Registration Number:	4094411	MOTION SENSOR
Registration Number:	3824275	
Registration Number:	3259119	PERFORMANCE SHAPE TECHNOLOGY
Registration Number:	3006522	PRO-LETE
Registration Number:	4106376	RUN FOR GOOD
Registration Number:	1318234	
Registration Number:	3957892	SAUC-FIT
Registration Number:	1356744	SAUCONY
Registration Number:	3319627	SAUCONY
Registration Number:	3824276	SAUCONY
Registration Number:	2064602	SAUCONY
Registration Number:	2964879	SAUCONY
Registration Number:	3101736	SRC
Registration Number:	3276217	STRETCH ZONE
Registration Number:	3291563	THE KILKENNY
Registration Number:	1350728	
Registration Number:	3806956	VIZIPRO
Registration Number:	2811816	XT-1200
Serial Number:	85490639	26.2012 SAUCONY
Serial Number:	85490767	26.2013 SAUCONY
Serial Number:	85491243	26.2014 SAUCONY
Serial Number:	85056421	ACTIMAXST
Serial Number:	85056471	ACTIMAXST
Serial Number:	77858710	AMP PRO2
Serial Number:	85235172	FIND YOUR STRONG
Serial Number:	85354266	FLEX FILM
Serial Number:	85367738	GEOMETRY OF STRONG
Serial Number:	85367735	GEOMETRY OF STRONG
Serial Number:	85204318	HATTORI
Serial Number:	85583673	KINVARA
Serial Number:	85736611	
Serial Number:	85688813	
Serial Number:	85688855	
Serial Number:	85458051	ROXOFF

	85659160	SAUCONY
Serial Number:	85320729	VIZI PINK
Serial Number:	85740464	VIZIPRO
Serial Number:	85320724	VIZIPRO PINK

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

ATTORNEY DOCKET NUMBER:	509265/1677
NAME OF SUBMITTER:	Jodie Sopher Pimentel
Signature:	/jsp/
Date:	10/31/2012

Total Attachments: 8
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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 Saucony, Inc., a Massachusetts corporation, located at 191 Spring Street, Lexington, Massachusetts 02421 (the “Obligor”), 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 Wolverine World Wide, Inc. a Delaware corporation and parent of Obligor (“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 Obligor, 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor'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 Obligor of a security interest therein would result in the forfeiture by the Obligor 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.

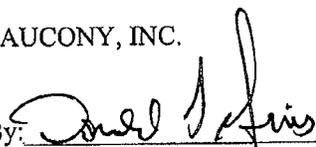
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee 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 Obligor 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.

SAUCONY, INC.

By: 

Name: Donald T. Grimes

Title: Vice President and Treasurer

Date:

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

By: _____

Name:

Title:

Date:

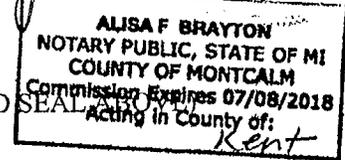
ACKNOWLEDGMENT OF OBLIGOR

STATE OF Michigan)
COUNTY OF Kent) ss

On the 3rd day of October, 2012, before me personally came Donald T. Grimes who is personally known to me to be the VP + Treasurer of Saucony, Inc., a Massachusetts corporation; who, being duly sworn, did depose and say that she/he is the VP + Treasurer in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Alisa F. Brayton
Notary Public

(PLACE STAMP AND SEAL ABOVE)



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.

SAUCONY, INC.

By: _____
Name: Donald T. Grimes
Title: Vice President and Treasurer
Date:

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

By: Krys Szrenski
Name: KRYS SZRENSKI
Title: V.P.
Date: 10/5/12

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Title</u>	<u>Registration or Application Number</u>
26.2012 SAUCONY & Design	85490639
26.2013 SAUCONY & Design	85490767
26.2014 SAUCONY & Design	85491243
ACTIMAXST	85056421
ACTIMAXST	85056471
AMP PRO2	77858710
ARCH-LOCK	2683188
Circle Logo with Three Dots	1170334
Design (Three-Hole Overlay)	1124321
DRYLETE	1561106
FIND YOUR STRONG	85235172
FLEX FILM	85354266
G.R.I.D.	1678640
GEOMETRY OF STRONG	85367738
GEOMETRY OF STRONG	85367735
GRID	3739786
GRID EXCURSION TR	3382995
GRID PROPEL	3234634
HATTORI	85204318
HRC	2981052
IMPULSE EVA	3375694
KINVARA	3908153
KINVARA	85583673
LOGO OF 3 DOT OVERLAY	0876423
MAKING SWEAT LOOK GOOD	3330503
Miscellaneous Design	2910565
Miscellaneous Design	3095051
MOTION SENSOR	4094411
NEW RIVER Design	85736611
NEW RIVER LOGO Design	3824275

<u>Title</u>	<u>Registration or Application Number</u>
PERFORMANCE SHAPE TECHNOLOGY	3259119
PRO-LETE	3006522
RIVER Design	85688813
RIVER Design	85688855
ROXOFF	85458051
RUN FOR GOOD	4106376
S Logo with Three Holes	1318234
SAUC-FIT	3957892
SAUCONY & Circle Logo	1356744
SAUCONY & Design (Stylized)	3319627
SAUCONY & New River Logo	3824276
SAUCONY & River Logo	2064602
SAUCONY	2964879
SAUCONY (Stylized)	85659160
SRC	3101736
STRETCH ZONE	3276217
THE KILKENNY	3291563
Three Hole Logo	1350728
VIZI PINK	85320729
VIZIPRO	3806956
VIZIPRO	85740464
VIZIPRO PINK	85320724
XT-1200	2811816