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
SR Holdings, LLC		10/09/2012	LIMITED LIABILITY COMPANY: 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: 170

Property Type	Number	Word Mark
Registration Number:	3985366	A PASSION FOR THE SEA
Registration Number:	3985367	A PASSION FOR THE SEA
Registration Number:	3981490	A PASSION FOR THE SEA
Registration Number:	3981491	A PASSION FOR THE SEA
Registration Number:	3981492	A PASSION FOR THE SEA
Registration Number:	4018964	ASV SOLUTION
Registration Number:	4018958	ASV SOLUTION
Registration Number:	4129765	ASV TECHNOLOGY
Registration Number:	2045317	AUTHENTIC ORIGINAL
Registration Number:	1819585	
Registration Number:	1819586	
Registration Number:	1819587	
Registration Number:	4040758	BILLFISH
Registration Number:	1784225	

CH $4265.00 3985366

Registration Number:	0685185	
Registration Number:	3724951	CHAMPION
Registration Number:	3967835	
Registration Number:	2076036	
Registration Number:	3499104	GET WET
Registration Number:	2961273	GRASSHOPPERS
Registration Number:	4080146	GRASSHOPPERS
Registration Number:	4203420	GRIPX3
Registration Number:	4203402	GRIPX3
Registration Number:	332392	KEDETTES
Registration Number:	2027964	KEDS
Registration Number:	1222699	KEDS
Registration Number:	0902655	KEDS
Registration Number:	1816261	KEDS
Registration Number:	114848	KEDS
Registration Number:	3747408	KEDS GREEN
Registration Number:	805611	MAINSAIL
Registration Number:	4199307	NO SOCKS ALLOWED
Registration Number:	4199308	OWN THE ORIGINAL
Registration Number:	2613028	PRO-KEDS
Registration Number:	1177361	PRO-KEDS
Registration Number:	2001959	PRO-KEDS
Registration Number:	3914557	PRO-KEDS
Registration Number:	3914558	
Registration Number:	4080222	PUREFIT
Registration Number:	1809308	QUADRO-GRIP
Registration Number:	0867592	
Registration Number:	2634812	
Registration Number:	1810853	
Registration Number:	4164683	SON-R TECHNOLOGY
Registration Number:	4080911	SON-R TECHNOLOGY
Registration Number:	732519	SPERRY
Registration Number:	3835580	SPERRY TOP-SIDER
Registration Number:	1860428	SPERRY TOP SIDER
Registration Number:	1819293	SPERRY TOP-SIDER

	4102247	
Registration Number:	4111525	
Registration Number:	4102245	
Registration Number:	4111523	
Registration Number:	4111522	
Registration Number:	4111520	
Registration Number:	4080209	SPERRY TOP-SIDER
Registration Number:	4080272	SPERRY TOP-SIDER
Registration Number:	4102239	SPERRY TOP-SIDER
Registration Number:	4080274	SPERRY TOP-SIDER
Registration Number:	4080273	SPERRY TOP-SIDER
Registration Number:	4080271	SPERRY TOP-SIDER
Registration Number:	4096354	SPERRY TOP-SIDER
Registration Number:	3072126	THE SHOE OF CHAMPIONS
Registration Number:	4102586	VENTUS
Registration Number:	4071021	VENTUS
Registration Number:	4055418	WAVE-SIPING
Serial Number:	85426933	360° LACING SYSTEM
Serial Number:	85499912	A PASSION FOR THE SEA
Serial Number:	85499994	A PASSION FOR THE SEA
Serial Number:	85500152	A PASSION FOR THE SEA
Serial Number:	85499907	A PASSION FOR THE SEA
Serial Number:	85427034	ADAPTIVE WAVE-SIPING
Serial Number:	85517186	ADVANCED WATER TECHNOLOGIES
Serial Number:	85517187	ADVANCED WATER TECHNOLOGIES
Serial Number:	85517189	ADVANCED WATER TECHNOLOGIES
Serial Number:	85517184	ADVANCED WATER TECHNOLOGIES
Serial Number:	85435466	ADVANCED WATER TECHNOLOGIES
Serial Number:	85427342	ADVANCED WATER TECHNOLOGIES
Serial Number:	85447735	ASV
Serial Number:	85517192	ASV TECHNOLOGY
Serial Number:	85517194	ASV TECHNOLOGY
Serial Number:	85517198	ASV TECHNOLOGY
Serial Number:	85517193	ASV TECHNOLOGY
Serial Number:	85193663	

	85470085	BLUEFISH
Serial Number:	85058935	
Serial Number:	85447045	
Serial Number:	85447050	
Serial Number:	85554038	GET YOUR GRIP ON
Serial Number:	85553999	GET YOUR GRIP ON
Serial Number:	85554003	GET YOUR GRIP ON
Serial Number:	85430891	GRIPX TECHNOLOGY
Serial Number:	85430887	GRIPX TECHNOLOGY
Serial Number:	85427990	GRIPX2
Serial Number:	85427345	GRIPX2
Serial Number:	85430830	GRIPX2 TECHNOLOGY
Serial Number:	85427348	GRIPX2 TECHNOLOGY
Serial Number:	85517367	GRIPX3 TECHNOLOGY
Serial Number:	85517368	GRIPX3 TECHNOLOGY
Serial Number:	85517371	GRIPX3 TECHNOLOGY
Serial Number:	85517364	GRIPX3 TECHNOLOGY
Serial Number:	85430883	GRIPX3 TECHNOLOGY
Serial Number:	85427909	GRIPX3 TECHNOLOGY
Serial Number:	85487365	HAPPY SINCE 1916
Serial Number:	85487382	HAPPY SINCE 1916
Serial Number:	85426967	HYDRO GRIP
Serial Number:	85426971	HYDRO GRIP RUBBER
Serial Number:	85193658	KEDS
Serial Number:	85259363	KEDS
Serial Number:	85250617	KEDS
Serial Number:	85377506	KEDS CHAMPIONSHIP SERIES
Serial Number:	85377442	KEDS CHAMPIONSHIP SERIES
Serial Number:	85551730	KEDS THE ORIGINAL SNEAKER
Serial Number:	85426935	LATERAL DISPERSION TECHNOLOGY
Serial Number:	85440149	
Serial Number:	85499046	
Serial Number:	85499063	
Serial Number:	85525176	
Serial Number:	85499104	

	85525185	
Serial Number:	85525164	
Serial Number:	85499021	
Serial Number:	85690202	REAL 1916 KEDS
Serial Number:	85680644	REAL 1916 KEDS
Serial Number:	85680650	REAL 1916 KEDS
Serial Number:	85690211	REAL 1916 KEDS
Serial Number:	85687996	REAL KEDS 1916
Serial Number:	85688002	REAL KEDS 1916
Serial Number:	85468339	SEAHIKER
Serial Number:	85468343	SEAHIKER
Serial Number:	85468345	SEARACER+
Serial Number:	85468352	SEARACER+
Serial Number:	85353918	SEASOCK
Serial Number:	85216602	SEE WITH YOUR FEET
Serial Number:	85517248	SON-R TECHNOLOGY
Serial Number:	85517358	SON-R TECHNOLOGY
Serial Number:	85517360	SON-R TECHNOLOGY
Serial Number:	85517236	SON-R TECHNOLOGY
Serial Number:	85499145	SPERRY TOP-SIDER
Serial Number:	85499177	SPERRY TOP-SIDER
Serial Number:	85499577	SPERRY TOP- SIDER
Serial Number:	85499141	SPERRY TOP-SIDER
Serial Number:	85498925	SPERRY TOP-SIDER
Serial Number:	85498955	SPERRY TOP-SIDER
Serial Number:	85498977	SPERRY TOP-SIDER
Serial Number:	85546022	SPERRY TOP-SIDER
Serial Number:	85546004	SPERRY TOP-SIDER
Serial Number:	85546066	SPERRY TOP-SIDER
Serial Number:	85498929	SPERRY TOP-SIDER
Serial Number:	85273757	SPERRY TOP-SIDER
Serial Number:	85554033	STOP SHOCK & VIBRATION
Serial Number:	85554031	STOP SHOCK & VIBRATION
Serial Number:	85517140	STS 35
Serial Number:	85517145	STS 35

	85517146	STS 35
Serial Number:	85517100	STS 35
Serial Number:	85517388	STS
Serial Number:	85517389	STS
Serial Number:	85517393	STS
Serial Number:	85517383	STS
Serial Number:	85343370	TEAM SPERRY
Serial Number:	85517376	TEAM SPERRY TOP-SIDER
Serial Number:	85517378	TEAM SPERRY TOP-SIDER
Serial Number:	85517382	TEAM SPERRY TOP-SIDER
Serial Number:	85517374	TEAM SPERRY TOP-SIDER
Serial Number:	85102700	THE SEXY SHOE WITH A SECRET WORKOUT
Serial Number:	85102698	THE SEXY SNEAKER WITH A SECRET WORKOUT
Serial Number:	85736622	THE SHOE OF CHAMPIONS
Serial Number:	85426939	WAVE-COMFORT SYSTEM
Serial Number:	85599705	WRING DRY TECHNOLOGY

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: 12

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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 SR Holdings, LLC, a Delaware limited liability company, 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.

TRADEMARK
REEL: 004890 FRAME: 0764

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.

SR HOLDINGS, LLC

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)
) ss
COUNTY OF Kent)

On the 3rd day of October, 2012, before me personally came Donald J. Grimes who is personally known to me to be the VP + Treasurer of SR HOLDINGS, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the VP + Treasurer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the governing body of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Alisa F. Brayton
Notary Public

ALISA F BRAYTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MONTCALM
Commission Expires 07/08/2018
Acting in County of: Kent

(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.

SR HOLDINGS, LLC

By:_____
Name: Donald T. Grimes
Title: Vice President and 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)
) ss
COUNTY OF Cook)

On the 4th day of October, 2012 before me personally came KRYS ERLENSKI 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.

Monica L. Hendrix
Notary Public

(PLACE STAMP AND SEAL ABOVE)

"OFFICIAL SEAL"
Monica L. Hendrix
Notary Public, State of Illinois
Will County
My Commission Expires August 2, 2014

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Registration or Application Number
360° LACING SYSTEM	85426933
A PASSION FOR THE SEA	85499912
A PASSION FOR THE SEA	85499994
A PASSION FOR THE SEA	3985366
A PASSION FOR THE SEA	3985367
A PASSION FOR THE SEA	85500152
A PASSION FOR THE SEA	3981490
A PASSION FOR THE SEA	3981491
A PASSION FOR THE SEA	3981492
A PASSION FOR THE SEA	85499907
ADAPTIVE WAVE-SIPING	85427034
ADVANCED WATER TECHNOLOGIES	85517186
ADVANCED WATER TECHNOLOGIES	85517187
ADVANCED WATER TECHNOLOGIES	85517189
ADVANCED WATER TECHNOLOGIES	85517184
ADVANCED WATER TECHNOLOGIES	85435466
ADVANCED WATER TECHNOLOGIES	85427342
ASV	85447735
ASV SOLUTION & Design	4018964
ASV SOLUTION	4018958
ASV TECHNOLOGY	85517192
ASV TECHNOLOGY	85517194
ASV TECHNOLOGY	85517198
ASV TECHNOLOGY	85517193
ASV TECHNOLOGY	4129765
AUTHENTIC ORIGINAL	2045317
BASEBALL STITCH	1819585
BASEBALL STITCH	1819586
BASEBALL STITCH	1819587

Title	Registration or Application Number
BILLFISH	4040758
BLUE LABEL DESIGN	1784225
BLUE LABEL DESIGN	0685185
BLUE RECTANGLE	85193663
BLUEFISH	85470085
CHAMPION	3724951
Design - Silouette of man on Sailboat with waves beneath	85058935
Design - Silouette of man on Sailboat with waves beneath	3967835
Design (Siping Logo)	85447045
Design (Siping Logo)	85447050
Double Stripe Design	2076036
GET WET	3499104
GET YOUR GRIP ON	85554038
GET YOUR GRIP ON	85553999
GET YOUR GRIP ON	85554003
GRASSHOPPERS & Design	2961273
GRASSHOPPERS	4080146
GRIPX TECHNOLOGY	85430891
GRIPX TECHNOLOGY	85430887
GRIPX2	85427990
GRIPX2	85427345
GRIPX2 TECHNOLOGY	85430830
GRIPX2 TECHNOLOGY	85427348
GRIPX3	4203420
GRIPX3	4203402
GRIPX3 TECHNOLOGY	85517367
GRIPX3 TECHNOLOGY	85517368
GRIPX3 TECHNOLOGY	85517371
GRIPX3 TECHNOLOGY	85517364
GRIPX3 TECHNOLOGY	85430883
GRIPX3 TECHNOLOGY	85427909
HAPPY SINCE 1916	85487365
HAPPY SINCE 1916	85487382

Title	Registration or Application Number
HYDRO GRIP	85426967
HYDRO GRIP RUBBER	85426971
KEDETTES	332392
KEDS	2027964
KEDS	85193658
KEDS	1222699
KEDS	0902655
KEDS (In Blue Lettering on Blue Label)	85259363
KEDS (in white on blue label)	85250617
KEDS	1816261
KEDS	114848
KEDS CHAMPIONSHIP SERIES	85377506
KEDS CHAMPIONSHIP SERIES	85377442
KEDS GREEN	3747408
KEDS THE ORIGINAL SNEAKER	85551730
LATERAL DISPERSION TECHNOLOGY	85426935
MAINSAIL	805611
MISCELLANEOUS DESIGN (new Sperry boat logo)	85440149
NEW SAILBOAT DESIGN	85499046
NEW SAILBOAT DESIGN	85499063
NEW SAILBOAT Design	85525176
NEW SAILBOAT DESIGN	85499104
NEW SAILBOAT Design	85525185
NEW SAILBOAT Design	85525164
NEW SAILBOAT DESIGN	85499021
NO SOCKS ALLOWED	4199307
OWN THE ORIGINAL	4199308
PRO-KEDS & Design	2613028
PRO-KEDS & Design	1177361
PRO-KEDS	2001959
PRO-KEDS Logo	3914557
Pro-Keds Power Stripe Design	3914558
PUREFIT	4080222
QUADRO-GRIP	1809308

Title	Registration or Application Number
REAL 1916 KEDS & Design	85690202
REAL 1916 KEDS	85680644
REAL 1916 KEDS	85680650
REAL 1916 KEDS	85690211
REAL KEDS 1916	85687996
REAL KEDS 1916	85688002
Red & Blue Stripes Design	0867592
Red & Blue Stripes Design (b/w)	2634812
Saliboat Design	1810853
SEAHIKER	85468339
SEAHIKER	85468343
SEARACER+	85468345
SEARACER+	85468352
SEASOCK	85353918
SEE WITH YOUR FEET	85216602
SON-R TECHNOLOGY & Design	4164683
SON-R TECHNOLOGY	85517248
SON-R TECHNOLOGY	85517358
SON-R TECHNOLOGY	85517360
SON-R TECHNOLOGY	85517236
SON-R TECHNOLOGY	4080911
SPERRY	732519
SPERRY TOP-SIDER & Cloud Design	85499145
SPERRY TOP-SIDER & Cloud Design	85499177
SPERRY TOP-SIDER & Cloud Design	85499577
SPERRY TOP-SIDER & Cloud Design	85499141
SPERRY TOP-SIDER & Design ("Old" Sailboat)	3835580
SPERRY TOP-SIDER & Design (1992 Version)	1860428
SPERRY TOP-SIDER	85498925
SPERRY TOP-SIDER	85498955
SPERRY TOP-SIDER	85498977
SPERRY TOP-SIDER	85546022
SPERRY TOP-SIDER	85546004
SPERRY TOP-SIDER	85546066

Title	Registration or Application Number
SPERRY TOP-SIDER	1819293
SPERRY TOP-SIDER	85498929
SPERRY TOP-SIDER	85273757
SPERRY TOP-SIDER (Logo - New Sailboat Design)	4102247
SPERRY TOP-SIDER (Logo - New Sailboat Design)	4111525
SPERRY TOP-SIDER (New Sailboat Design)	4102245
SPERRY TOP-SIDER (New Sailboat Design)	4111523
SPERRY TOP-SIDER (New Sailboat Design)	4111522
SPERRY TOP-SIDER (New Sailboat Design)	4111520
SPERRY TOP-SIDER (Old Logo - Cloud Version)	4080209
SPERRY TOP-SIDER	4080272
SPERRY TOP-SIDER	4102239
SPERRY TOP-SIDER	4080274
SPERRY TOP-SIDER	4080273
SPERRY TOP-SIDER	4080271
SPERRY TOP-SIDER	4096354
STOP SHOCK & VIBRATION	85554033
STOP SHOCK & VIBRATION	85554031
STS 35	85517140
STS 35	85517145
STS 35	85517146
STS 35	85517100
STS ANCHOR Design	85517388
STS ANCHOR Design	85517389
STS ANCHOR Design	85517393
STS ANCHOR Design	85517383
TEAM SPERRY	85343370
TEAM SPERRY TOP-SIDER	85517376
TEAM SPERRY TOP-SIDER	85517378
TEAM SPERRY TOP-SIDER	85517382
TEAM SPERRY TOP-SIDER	85517374
THE SEXY SHOE WITH A SECRET WORKOUT	85102700
THE SEXY SNEAKER WITH A SECRET WORKOUT	85102698

Title	Registration or Application Number
THE SHOE OF CHAMPIONS	85736622
THE SHOE OF CHAMPIONS	3072126
VENTUS	4102586
VENTUS	4071021
WAVE-COMFORT SYSTEM	85426939
WAVE-SIPING	4055418
WRING DRY TECHNOLOGY	85599705

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