

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
SRL, 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: 73

Property Type	Number	Word Mark
Registration Number:	3216205	BABY SMART
Registration Number:	4150929	FLEXAROUND
Registration Number:	4147353	FLEXAROUND
Registration Number:	3967246	GLITZY PETS
Registration Number:	3471834	GREAT FEET
Registration Number:	3906347	
Registration Number:	3216206	KID SMART
Registration Number:	2934210	LIFE'S WAITING, LET'S GO
Registration Number:	4128851	LIFE'S WAITING. LET'S GO.
Registration Number:	4128854	LIFE'S WAITING. LET'S GO.
Registration Number:	2967019	MATCH 'N GO
Registration Number:	2174118	MUNCHKIN
Registration Number:	3836410	MUNCHKIN
Registration Number:	3566662	ROBEEZ

CH \$1840.00 3216205

TRADEMARK

Registration Number:	3937603	
Registration Number:	3776036	SOFT MOTION
Registration Number:	2093072	SR
Registration Number:	2121905	STRIDE RITE
Registration Number:	1236944	STRIDE RITE
Registration Number:	1273954	STRIDE RITE
Registration Number:	3030337	STRIDE RITE E-FIT
Registration Number:	4161869	V
Registration Number:	4143623	VROOMZ
Registration Number:	4195519	WET TECH
Registration Number:	1125588	ZIPS
Registration Number:	3751289	ZIPS
Serial Number:	85511829	
Serial Number:	85482344	CRIB & CRAWL
Serial Number:	85482342	CRIB & CRAWL
Serial Number:	85413106	EXO-TONGUE
Serial Number:	85413111	EXO-TONGUE
Serial Number:	85129464	FIRST STEPS BY STRIDE RITE
Serial Number:	85129492	FIRST STEPS BY STRIDE RITE
Serial Number:	85129505	FIRST STEPS BY STRIDE RITE
Serial Number:	85129239	FIRST STEPS BY STRIDE RITE
Serial Number:	85129353	FIRST STEPS BY STRIDE RITE
Serial Number:	85424002	LIFE'S WAITING. LET'S GO.
Serial Number:	85439897	LITTLE STEPS WE LOVE
Serial Number:	85439922	LITTLE STEPS WE LOVE
Serial Number:	85485019	LITTLE STEPS. BIG REWARDS.
Serial Number:	85629296	M2P
Serial Number:	85628367	M2P
Serial Number:	85628372	MADE 2 PLAY
Serial Number:	85411538	MY FIRST SNEAKER
Serial Number:	85458759	MY FIRST SNEAKER
Serial Number:	85458027	MY FIRST SNEAKER
Serial Number:	85458031	MY FIRST SNEAKER
Serial Number:	85354278	PEEK-A-ROOS
Serial Number:	85434588	POGO-TEK!

	85440727	S 1 T 2 E 3 P
Serial Number:	85440625	S 1 T 2 E 3 P SCIENTIFICALLY TESTED, EVERYDAY PROVEN.
Serial Number:	85726222	SR
Serial Number:	85604053	SR STRIDE RITE
Serial Number:	85457855	STRIDE RITE REWARDS
Serial Number:	85440029	THROUGH EVERY STEP
Serial Number:	85439934	THROUGH EVERY STEP
Serial Number:	85354273	TOUCH & FEEL
Serial Number:	85457827	TREDZ BY STRIDE RITE
Serial Number:	85599731	ULTIMATE PLAY
Serial Number:	85433306	X-CELERACERS
Serial Number:	85433337	X-CELERACERS
Serial Number:	85433715	X-CELERACERS
Serial Number:	85433330	X-CELERACERS
Serial Number:	85408254	X-CELERACERS
Serial Number:	85408256	X-CELERACERS
Serial Number:	85412762	XERO-G
Serial Number:	85412767	XERO-G
Serial Number:	85412765	X-GRIP
Serial Number:	85412778	X-GRIP
Serial Number:	85415564	X-STRAP
Serial Number:	85415565	X-STRAP
Serial Number:	85415568	X-TRA FLEX
Serial Number:	85415740	X-TRA FLEX

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

TRADEMARK
REEL: 004890 FRAME: 0777

	Jodie Sopher Pimentel
Signature:	/jsp/
Date:	10/31/2012
Total Attachments: 9 source=SRLLLCTMSI#page1.tif source=SRLLLCTMSI#page2.tif source=SRLLLCTMSI#page3.tif source=SRLLLCTMSI#page4.tif source=SRLLLCTMSI#page5.tif source=SRLLLCTMSI#page6.tif source=SRLLLCTMSI#page7.tif source=SRLLLCTMSI#page8.tif source=SRLLLCTMSI#page9.tif	

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 SRL, 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.

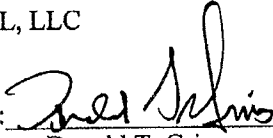
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee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

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.

SRL, 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*, 20*12*, before me personally came *Donald T. Grimes*, who is personally known to me to be the *VP + Treasurer* of SRL, 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.

SRL, 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 Szrenski
Name: KRYS SZRENSKI
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 KRYS SZREMSKI 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)



SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Title</u>	<u>Registration or Application Number</u>
BABY SMART & Design	3216205
BOOT Design	85511829
CRIB & CRAWL	85482344
CRIB & CRAWL	85482342
EXO-TONGUE	85413106
EXO-TONGUE	85413111
FIRST STEPS BY STRIDE RITE	85129464
FIRST STEPS BY STRIDE RITE	85129492
FIRST STEPS BY STRIDE RITE	85129505
FIRST STEPS BY STRIDE RITE	85129239
FIRST STEPS BY STRIDE RITE	85129353
FLEXAROUND	4150929
FLEXAROUND (stylized)	4147353
GLITZY PETS	3967246
GREAT FEET	3471834
Key hole Design	3906347
KID SMART & Design	3216206
LIFE'S WAITING, LET'S GO	2934210
LIFE'S WAITING. LET'S GO.	4128851
LIFE'S WAITING. LET'S GO.	85424002
LIFE'S WAITING. LET'S GO.	4128854
LITTLE STEPS WE LOVE (logo)	85439897
LITTLE STEPS WE LOVE (logo)	85439922
LITTLE STEPS. BIG REWARDS.	85485019
M2P & Design	85629296
M2P	85628367
MADE 2 PLAY	85628372
MATCH 'N GO	2967019
MUNCHKIN	2174118

<u>Title</u>	<u>Registration or Application Number</u>
MUNCHKIN (stylized)	3836410
MY FIRST SNEAKER	85411538
MY FIRST SNEAKER	85458759
MY FIRST SNEAKER Design	85458027
MY FIRST SNEAKER Design	85458031
PEEK-A-ROOS	85354278
POGO-TEK! (logo)	85434588
ROBEEZ	3566662
S1T2E3P (logo)	85440727
S1T2E3P SCIENTIFICALLY TESTED, EVERYDAY PROVEN (logo)	85440625
Sling Shot Logo	3937603
SOFT MOTION	3776036
SR (stylized)	2093072
SR Design	85726222
SR HEART Design	85604053
STRIDE RITE	2121905
STRIDE RITE	1236944
STRIDE RITE	1273954
STRIDE RITE E-FIT	3030337
STRIDE RITE REWARDS	85457855
THROUGH EVERY STEP (logo)	85440029
THROUGH EVERY STEP	85439934
TOUCH & FEEL	85354273
TREDZ BY STRIDE RITE	85457827
ULTIMATE PLAY	85599731
V Design	4161869
VROOMZ & Design	4143623
WET TECH (logo)	4195519
X-CELERACERS (logo w/oval)	85433306
X-CELERACERS (logo w/oval)	85433337
X-CELERACERS (logo)	85433715
X-CELERACERS (logo)	85433330
X-CELERACERS	85408254

<u>Title</u>	<u>Registration or Application Number</u>
X-CELERACERS	85408256
XERO-G	85412762
XERO-G	85412767
X-GRIP	85412765
X-GRIP	85412778
X-STRAP	85415564
X-STRAP	85415565
X-TRA FLEX	85415568
X-TRA FLEX	85415740
ZIPS (stylized)	1125588
ZIPS (stylized)	3751289

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