

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 Outdoors, Inc.		10/09/2012	CORPORATION: MICHIGAN

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:	1894639	CHACO
Registration Number:	3689423	FIT FOR ADVENTURE
Registration Number:	3868961	FLIP
Registration Number:	3361766	HIPTHONG
Registration Number:	3359282	INTERSECT
Registration Number:	3361767	LATITUDE
Registration Number:	3717254	SWITCH
Registration Number:	2805621	ULU
Registration Number:	3359287	WRAPSODY
Registration Number:	2806276	Z/1
Registration Number:	2755579	Z/2
Registration Number:	3359283	ZONG
Registration Number:	3262518	ZX/1
Registration Number:	3140527	ZX/2

CH \$1840.00 1894639

Registration Number:	3596447	AEROBLOCK
Registration Number:	3627463	BIO-BLEND
Registration Number:	3009686	CONTINUUM
Registration Number:	3028275	CONTINUUM
Registration Number:	3535288	COPPERTEC
Registration Number:	3680548	GPHASE
Registration Number:	2733706	
Registration Number:	3363206	LET'S GET OUTSIDE
Registration Number:	2772456	M
Registration Number:	2670836	M
Registration Number:	2860830	M
Registration Number:	3363874	M
Registration Number:	3249270	M
Registration Number:	4191063	MERRELL
Registration Number:	2854473	MERRELL
Registration Number:	2813757	MERRELL
Registration Number:	3062605	MERRELL
Registration Number:	1835495	MERRELL
Registration Number:	3368041	MERRELL
Registration Number:	1337440	MERRELL
Registration Number:	1987331	MERRELL 45°
Registration Number:	4096649	MERRELL M
Registration Number:	4096650	MERRELL M
Registration Number:	4035717	MERRELL M
Registration Number:	2191267	MERRELL WEAR THEM OUT
Registration Number:	3689063	OPTI-SHELL
Registration Number:	3981848	OPTI-WARM
Registration Number:	3842113	OPTI-WICK
Registration Number:	2803001	SEARCH AND ENJOY
Registration Number:	3023578	
Registration Number:	3103162	
Registration Number:	3314645	TRAILSPRING
Registration Number:	4081135	M
Registration Number:	4037613	CHACO
Registration Number:	4206990	BAREFORM

	4092394	RECHACO
Registration Number:	4133254	OPTI-WICK
Registration Number:	4165016	CHACO
Registration Number:	3210204	LET'S GET OUTSIDE
Registration Number:	3145211	Q FORM
Registration Number:	2683101	MERRELL PERFORMANCE FOOTWEAR
Registration Number:	3356181	
Registration Number:	3359284	UNAWEEP
Registration Number:	3249275	M
Registration Number:	3097464	M
Registration Number:	3071788	SHELTER FOR YOUR STUFF
Registration Number:	3019385	ÁNDALE
Registration Number:	3010205	BIOCENTRIC
Registration Number:	2181158	M2 MERRELL MILLENNIUM
Serial Number:	77964952	CHACO
Serial Number:	85416701	
Serial Number:	85059921	OPTI-WICK
Serial Number:	85147682	MERRELL
Serial Number:	85155305	RECHACO
Serial Number:	85266995	LUVSEAT
Serial Number:	85464741	MYCHACOS
Serial Number:	78875659	M
Serial Number:	78874991	M
Serial Number:	77156768	ECLIPSE

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

TRADEMARK

REEL: 004890 FRAME: 0794

/jsp/

Date:

10/31/2012

Total Attachments: 9

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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 Wolverine Outdoors, Inc., a Michigan corporation, located at 9341 Courtland Drive, Rockford, MI 49351 (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.

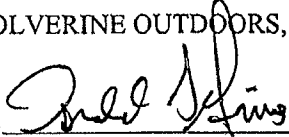
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee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

WOLVERINE OUTDOORS, 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:

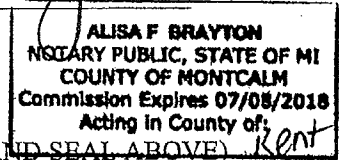
Date:

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 Wolverine Outdoors, Inc., a Michigan 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.

WOLVERINE OUTDOORS, 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: 10/4/12

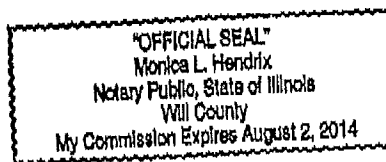
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

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

Morica 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>
CHACO	77/964,952
CHACO	1894639
FIT FOR ADVENTURE	3689423
FLIP	3868961
HIPTHONG	3361766
INTERSECT	3359282
LATITUDE	3361767
SWITCH	3717254
ULU	2805621
WRAPSODY	3359287
Z/1	2806276
Z/2	2755579
ZONG	3359283
ZX/1	3262518
ZX/2	3140527
AEROBLOCK	3596447
BIO-BLEND	3627463
CONTINUUM	3009686
CONTINUUM (COLOR BAR DESIGN)	3028275
COPPERTEC	3535288
GPHASE	3680548
JUNGLE MOC and design	85/416,701
JUNGLE RUNNER SOLE	2733706
LET'S GET OUTSIDE	3363206
M CIRCLE DESIGN	2772456
M CIRCLE DESIGN	2670836
M CIRCLE DESIGN	2860830
M CIRCLE DESIGN	3363874
M SLANT DESIGN	3249270
MERRELL	4191063
MERRELL	2854473
MERRELL	2813757

<u>Title</u>	<u>Registration or Application Number</u>
MERRELL	3062605
MERRELL	1835495
MERRELL	3368041
MERRELL & DESIGN	1337440
MERRELL 45 & DESIGN	1987331
MERRELL M CIRCLE DESIGN	4096649
MERRELL M CIRCLE DESIGN	4096650
MERRELL M CIRCLE DESIGN	4035717
MERRELL WEAR THEM OUT & DESIGN	2191267
OPTI-SHELL	3689063
OPTI-WARM	3981848
OPTI-WICK	3842113
OPTI-WICK	85/059,921
SEARCH AND ENJOY	2803001
STACKED BARS (BLACK & WHITE DESIGN)	3023578
STACKED BARS (COLOR DESIGN)	3103162
TRAILSPRING	3314645
MERRELL (diamond-triangle logo)	85/147,682
RECHACO	85/155,305
M BAREFOOT Logo	4081135
CHACO (Stylized)	4037613
LUVSEAT	85/266,995
BAREFORM	4206990
MYCHACOS	85/464,741
RECHACO	4092394
OPTI-WICK	4133254
CHACO	4165016
LET'S GET OUTSIDE	3210204
Q FORM	3145211
M OVAL DESIGN	78/875,659
M SLANT DESIGN	78/874,991
MERRELL PERFORMANCE FOOTWEAR	2683101
DESIGN ONLY	3356181
UNAWEEP	3359284
M AND DESIGN	3249275
M AND DESIGN	3097464
SHELTER FOR YOUR STUFF	3071788

<u>Title</u>	<u>Registration or Application Number</u>
ANDALE	3019385
BIOCENTRIC	3010205
M2 MERRELL MILLENNIUM AND DESIGN	2181158
ECLIPSE	77/156,768