

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303142

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wolverine World Wide, Inc.		12/05/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wolverine Worldwide Leathers, Inc.		
<b>Street Address:</b>	9341 Courtland Drive		
<b>City:</b>	Rockford		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49351		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1237332	SILKEE	
<b>Registration Number:</b>	3054429	WOLVERINE WARRIOR LEATHER	
<b>Registration Number:</b>	2003279	WEATHER TIGHT	
<b>Registration Number:</b>	4025909	WOLVERINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404-885-1500		
<b>Email:</b>	tmatlanta@seyfarth.com		
<b>Correspondent Name:</b>	Joseph V. Myers III		
<b>Address Line 1:</b>	1075 Peachtree Street		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	69708-000110		
<b>NAME OF SUBMITTER:</b>	Julia K. Sutherland		
<b>SIGNATURE:</b>	/jks/		
<b>DATE SIGNED:</b>	04/30/2014		
<b>Total Attachments: 6</b>			
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**THIS AGREEMENT** is made as of December 5, 2011 by and between the following parties:

- (1) **WOLVERINE WORLD WIDE, INC.**, a Delaware corporation with its principal place of business at 9341 Courtland Drive, Rockford, Michigan, 49351 (the "Transferor"); and
- (2) **WOLVERINE WORLDWIDE LEATHERS, INC.**, a Delaware company with its principal place of business at 9341 Courtland Drive, Rockford, Michigan, 49351 (the "Transferee").

**WHEREAS:**

- (A) Transferor owns certain assets relating to its U.S.-based Wolverine Leathers business and global intellectual property.
- (B) Transferor desires to contribute and transfer to Transferee, and Transferee desires to accept and receive from Transferor, all right, title and interest in and to certain of the assets relating to its U.S.-based Wolverine Leathers business and global intellectual property upon and subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, THE PARTIES AGREE** as follows:

1. **CONTRIBUTION OF ASSETS**

As of the effective date of this Agreement first set forth above (the "Effective Date"), Transferor transfers all the right, title and interest that Transferor possesses and has the right to transfer in and to the assets listed below (the "Assets"), as specified below and upon and subject to the terms set out in this Agreement:

- (a) the equipment listed on Exhibit A;
- (b) the inventory listed on Exhibit B;
- (c) the interest of Seller in the Contracts described on Exhibit C;
- (d) the accounts receivable of Seller relating to the Wolverine Leathers Business sales in the United States, as reflected on Exhibit D;
- (e) intellectual property relating to the Wolverine Leathers business, including but not limited to know-how relating to the tanning process and business, and the trademarks and service marks listed on Exhibit E as they relate to the Wolverine Leathers business (the "Marks"), together with (i) the trademark and service mark applications and registrations for the Marks, as listed on Exhibit E, (ii) the goodwill of the business symbolized by the Marks, and (iii) the right to sue and recover for past, present and future infringements of the Marks; and
- (f) prepaid amounts valued at \$11,376.

2. ECONOMIC EFFECT

- 2.1. Other than the assumption of payables noted below, there shall be no consideration for the transfer of the Assets. The transfer of assets is a contribution to the capital of the Transferee, with a corresponding increase in equity value, net of the payables assumed. Transferee will assume, pay and discharge the payables set forth on Exhibit F as and when they come due.
- 2.2. The parties agree and acknowledge that the transfer of the Assets will have economic effect as between them on and with effect from the Effective Date and accounting entries will be made by each of them in their respective books of account to reflect this.

3. COMPLETION

Time shall be of the essence of this Agreement.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES

The Transferor represents and warrants to the Transferee that:

- (a) Transferor is a corporation duly formed and existing under the laws of the State of Delaware;
- (b) Transferor has good and sufficient power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (c) this Agreement has been duly authorized, executed and delivered by Transferor and constitutes a valid and legally binding obligation of Transferor, enforceable against Transferor in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court; and
- (d) Transferor owns all of the Assets free and clear of any lien, claim or encumbrance.

5. TRANSFEREE'S REPRESENTATIONS AND WARRANTIES

- (a) Transferee is a corporation duly formed and existing under the laws of the State of Delaware;
- (b) Transferee has good and sufficient power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder; and

- (c) This Agreement has been duly authorized, executed and delivered by Transferee and constitutes a valid and legally binding obligation of Transferee, enforceable against Transferee in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

## 6. FURTHER ASSURANCES

The Transferor and the Transferee shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as may be necessary for the purpose of ensuring the acquisition and enjoyment by the Transferee of all of the rights attached to ownership of the Assets.

## 7. ENTIRE AGREEMENT; AMENDMENT AND WAIVER

- 7.1. This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 7.2. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties to this Agreement. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

## 8. ASSIGNMENT

The parties agree that the rights, obligations and duties of each of them under this Agreement may not be assigned without the written consent of all the parties to this Agreement.

## 9. BENEFIT OF THE AGREEMENT

The parties agree that this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

## 10. ELECTRONIC DELIVERY

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

## 11. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, each of which, when

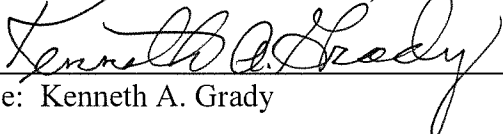
executed and delivered, shall be an original, but which together shall constitute one and the same agreement.

12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, U.S.A., as applicable to contracts made and to be performed in the State of Michigan without regard to conflict of laws principles. The parties irrevocably agree and consent to the exclusive jurisdiction of the Circuit Court for Kent County, Michigan, and the United States District Court for the Western District of Michigan, for the resolution of claims, disputes and controversies under this Agreement. Except for the rights, if any, of either party to have an action commenced in a Michigan Circuit Court removed to United States District Court for the Western District of Michigan, each of the parties irrevocably waive any objection that it may now have or hereinafter acquire to the venue of any such action or proceeding brought in any of those courts and any claim that a proceeding brought in any of those courts has been brought in an inconvenient forum.

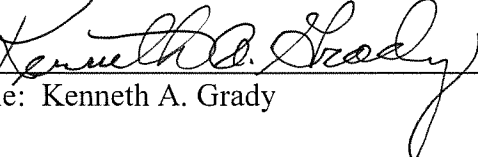
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set out above.

**WOLVERINE WORLD WIDE, INC**

  
Name: Kenneth A. Grady

Title: General Counsel and Secretary

**WOLVERINE WORLDWIDE LEATHERS, INC.**

  
Name: Kenneth A. Grady

Title: Vice President and Secretary

Exhibit E

Trademarks and Service Marks  
(including registration and application information)

TrademarkName	CountryName	TrademarkStatus	Goods	AppNumber	FileDate	RegNumber	RegDate
WOLVERINE	Armenia	Registered	Leather	0680	28-Dec-1995	462	23-Dec-1996
WOLVERINE	Belarus	Registered	Leather	None	13-May-1993	28	13-May-1993
SATIN SUEDE	Canada	Registered	Leather sold in bulk.	734590	06-Aug-1993	438129	20-Jan-1995
WEATHER TIGHT PLUS DESIGN	Canada	Registered	Leather sold in bulk.	773166	17-Jan-1995	492498	07-Apr-1998
WOLVERINE	Kazakhstan	Registered	Leather	0415	11-Mar-1993	117	18-Feb-1994
BREATHIN' BRUSHED PIGSKIN	Latvia	Registered	Leather	M-92-3298	20-Dec-1992	M12844	28-Feb-1994
SILKEE	Latvia	Registered	Leather	M-92-3297	20-Dec-1992	M12843	28-Feb-1994
WOLVERINE	Latvia	Registered	Leather	M-92-3296	20-Dec-1992	M12842	28-Feb-1994
WOLVERINE	Lithuania	Registered	Leather	RL1066	31-Dec-1992	6555	24-Feb-1993
SILKEE	United States of America	Registered	Pigskin leather sold in bulk.	309933	11-May-1981	1237332	10-May-1983
WOLVERINE WARRIOR LEATHER	United States of America	Registered	Leather sold in bulk.	78553546	25-Jan-2005	3054429	31-Jan-2006
BREATHIN' BRUSHED PIGSKIN	Uruguay	Registered	Shoes for men, women and children	272552	15-Sep-1994	272552	22-Sep-1994
WOLVERINE LEATHERS AND DESIGN	Canada	Registered	Leather sold in bulk.	689857	10-Sep-1991	412590	21-May-1993
BREATHIN' BRUSHED PIGSKIN	China (People's Republic)	Registered	Clothing, footwear, headgear.	94055793	13-Jun-1994	835739	28-Apr-1996
BREATHIN' BRUSHED PIGSKIN	China (People's Republic)	Registered	Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides, trunks and travelling bags, umbrellas, parasols and walking sticks; whips, harness and saddlery.	94024637	28-Mar-1994	797350	07-Dec-1995
BREATHIN' BRUSHED PIGSKIN	Colombia	Registered	Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides, trunks and travelling bags, umbrellas, parasols and walking sticks; whips, harness and saddlery; processed leather for upholstery and other uses.	92361925	15-Mar-1984	119380	25-Aug-1987
SCRUBBLES	European Community	Registered	Leather sold in bulk.	000316679	02-Jul-1996	000316679	02-Jul-1996
BREATHIN' BRUSHED PIGSKIN	Japan	Registered	Pigskin leather, excluding pigskin leather straps	27498/90	12-Mar-1990	2722571	25-Jul-1997
SCRUBBLES	Japan	Registered	Leather sold in bulk.	8076171993	02-Aug-1993	3158974	31-May-1996
SILKEE	Japan	Registered	Leather (raw hides, raw skins, tanned skins, furs, imitation leather)	27499/90	12-Mar-1990	2500889	29-Jan-1993
BREATHIN' BRUSHED PIGSKIN	Lithuania	Registered	Leather	RL1068	31-Dec-1992	6557	24-Feb-1993
SILKEE	Lithuania	Registered	Leather	RL1067	31-Dec-1992	6556	24-Feb-1993
WEATHER TIGHT	United States of America	Registered	Pigskin leather sold in bulk.	75022953	20-Nov-1995	2003279	24-Sep-1996
WOLVERINE	United States of America	Registered	Leather sold in bulk.	85243963	16-Feb-11	4025909	13-Sep-11

{00026071;XLS 2}

TRADEMARK

REEL: 005271 FRAME: 0352

RECORDED: 04/30/2014