

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as administrative agent		05/10/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wolverine World Wide, Inc. (predecessor to H-D U.S.A., LLC)		
Street Address:	9341 Courtland Drive N.E.		
City:	Rockford		
State/Country:	MICHIGAN		
Postal Code:	49351		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2406476	STEP INTO A LEGEND	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 251-5094		
Email:	jmull@stblaw.com		
Correspondent Name:	Linda Nyberg		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	05/12/2016		
Total Attachments: 4			
source=(19222563)_ (1)_ WWW_2015 Credit Agreement_Trademark Security Partial Release#page1.tif			
source=(19222563)_ (1)_ WWW_2015 Credit Agreement_Trademark Security Partial Release#page2.tif			
source=(19222563)_ (1)_ WWW_2015 Credit Agreement_Trademark Security Partial Release#page3.tif			
source=(19222563)_ (1)_ WWW_2015 Credit Agreement_Trademark Security Partial Release#page4.tif			

CH \$40.00 2406476

TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

This TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT (the “**Partial Trademark Release**”), dated as of May 10, 2016, is made by JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Agent**”) for the several banks and other financial institutions (the “**Lenders**”), and other agents party to the Credit Agreement, dated as of July 31, 2012, as amended and restated as of October 10, 2013 and as further amended and restated as of July 13, 2015 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Wolverine World Wide, Inc., a Delaware corporation (the “**Borrower**”), the Agent and the Lenders, in favor of the Borrower (predecessor to H-D U.S.A., LLC). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Borrower and certain of its subsidiaries (collectively, the “**Grantors**”) executed and delivered a Guarantee and Collateral Agreement dated as of October 9, 2012, as amended and restated on July 13, 2015 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in favor of the Agent.

WHEREAS, pursuant to the Credit Agreement, the Guarantee and Collateral Agreement and that certain Grant of Security Interest in Trademark Rights, dated as of October 9, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), the Grantors granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain Trademarks of the Grantors;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 31, 2012, at Reel 4890 and Frame 0726;

WHEREAS, the Borrower has requested that the Agent release, and the Agent is willing to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Trademark set forth on Schedule I hereto (the “**Released Trademark**”); and

WHEREAS, the Agent now desires to release its security interest in and to the Grantors’ right, title and interest in and to the Released Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

SECTION 1. Release of Security Interest. The Agent hereby terminates, releases and discharges the entirety of any and all security interests granted under the Trademark Security Agreement that it may have in, to and under the Released Trademark, solely with respect to the Released Trademark. Any right, title or interest of the Agent in such Released Trademark shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent (if any) in such Released Trademark to the Borrower.

SECTION 2. Retained Collateral. This Partial Trademark Release is applicable only and solely with respect to the Released Trademark and to no other Collateral arising under the Trademark Security Agreement (such other Collateral, the “**Retained Collateral**”). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Guarantee and Collateral Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Trademark Release. The Trademark Security Agreement and Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks or any other applicable government officer record this Partial Trademark Release.

SECTION 4. Further Assurances. In each case upon the reasonable request of a Grantor and at such Grantor’s expense, the Agent shall execute and deliver to such Grantor all further releases and other documents or take other actions reasonably necessary to effect the releases of the Agent’s security interests in the Released Trademark in accordance with this Partial Trademark Release.

SECTION 5. Governing Law. This Partial Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agent has caused this Partial Trademark Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JPMorgan Chase Bank, N.A., as
Administrative Agent

By: Krys Szremski
Name: Krys Szremski
Title: Executive Director

SCHEDULE I
TO THE
TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

<u>Owner</u>	<u>Title</u>	<u>Registration Number</u>
H-D U.S.A., LLC	STEP INTO A LEGEND	2406476