

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robeez LLC		07/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77344759	ROBEEZ	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-13083		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	07/13/2018		
Total Attachments: 13			
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page1.tif			
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page2.tif			

OP \$40.00 77344759

source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page3.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page4.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page5.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page6.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page7.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page8.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page9.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page10.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page11.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page12.tif
source=Amend 5 - IP Security Agreement Trademarks Robeez (Executed) (PNC-McCubbin)#page13.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks) (this “Agreement”) made as of this 5th day of July, 2018 by **ROBEEZ LLC**, a Delaware limited liability company (the “Grantor”) in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”), for the financial institutions (collectively, the “Lenders”) which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, as borrower (sometimes referred to herein as the “Borrower”), Lenders and Agent are parties to that certain Revolving Credit, Term Loan, and Security Agreement, dated as of December 24, 2013 (as amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower’s trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor’s entire right, title, and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the “Trademarks”), together with any reissues,

continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I hereto constitute all Trademarks owned or registered to Grantor as of the date of this Agreement.

5. Covenants. Except as permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

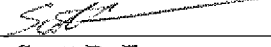
7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the Commonwealth of Pennsylvania, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ROBEEZ LLC

By: 
Name: Scott D. Evans
Title: Vice President

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Diane M. Shaak
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]

TRADEMARK
REEL: 006380 FRAME: 0535

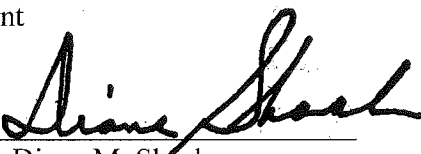
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ROBEEZ LLC

By: _____
Name: Scott D. Evans
Title: Vice President

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Diane M. Shaak
Title: Senior Vice President

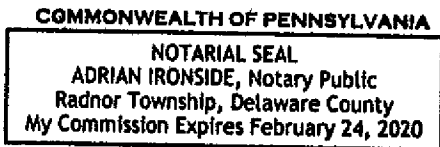
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]

TRADEMARK
REEL: 006380 FRAME: 0536

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Delaware*:

On this 3rd day of July, 2018 before me personally appeared Scott D. Evans, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Robeez LLC, that he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Adrian Ironside
Notary Public
My Commission Expires:

[NOTARY ACKNOWLEDGMENT -- INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS)]

SCHEDULE I

TRADEMARK REGISTRATIONS

Mark	App. No.	Country	Actual Owner
ROBEEZ	T0219640C	Singapore	Saucony UK, Inc.
ROBEEZ	4833261	China (People's Republic)	Saucony UK, Inc.
ROBEEZ	1866987	European Union (Community)	Saucony UK, Inc.
ROBEEZ	301562463	Hong Kong	Saucony UK, Inc.
ROBEEZ	223680	Israel	Saucony UK, Inc.
ROBEEZ	048204	Macau	Saucony UK, Inc.
ROBEEZ	666349	Mexico	Saucony UK, Inc.
ROBEEZ	709853	New Zealand	Saucony UK, Inc.

TRADEMARK

REEL: 006380 FRAME: 0538

Mark	App. No.	Country	Actual Owner
ROBEEZ	042005005913	Philippines	Saucony UK, Inc.
ROBEEZ	50748/2004	Switzerland	Saucony UK, Inc.
ROBEEZ	94033370	Taiwan	Saucony UK, Inc.
ROBEEZ	2010/04841	Turkey	Saucony UK, Inc.
ROBEEZ	938813	Australia	Saucony UK, Inc.
ROBEEZ	828293228	Brazil	Saucony UK, Inc.
ROBEEZ	1368442	India	Saucony UK, Inc.
ROBEEZ	2002-37715	Japan	Saucony UK, Inc.
ROBEEZ	05015761	Malaysia	Saucony UK, Inc.
ROBEEZ	200400842	Norway	Saucony UK, Inc.

TRADEMARK

Mark	App. No.	Country	Actual Owner
ROBEEZ	596337	Thailand	Saucony UK, Inc.
ROBEEZ	4-2006-06262	Vietnam	Saucony UK, Inc.
ROBEEZ	27393	Andorra	Saucony UK, Inc.
ROBEEZ	2002-22117	Korea, Republic of	Saucony UK, Inc.
ROBEEZ	2012-024713	Venezuela	Saucony UK, Inc. ¹
ROBEEZ TREDZ	5279651	China (People's Republic)	Saucony UK, Inc.
TREDZ	5279649	China (People's Republic)	Saucony UK, Inc.
TREDZ BY ROBEEZ	5279650	China (People's Republic)	Saucony UK, Inc.
ROBEEZ	A0033068	Croatia	SRL, LLC
ROBEEZ	A0033068	Iceland	SRL, LLC

TRADEMARK

REEL: 006380 FRAME: 0540

¹ The recordal in Venezuela has not been filed, and will not be filed.

Mark	App. No.	Country	Actual Owner
ROBEEZ	A0033068	Russian Federation	SRL, LLC
ROBEEZ	A0033068	Serbia	SRL, LLC
BOOTIES BY ROBEEZ	1289571	Canada	Wolverine World Wide Canada ULC
CARING ABOUT FIRST STEPS	1289567	Canada	Wolverine World Wide Canada ULC
LES PETITS PAS QUE NOUS AIMONS	008160665	European Union (Community)	Wolverine World Wide Canada ULC
LITTLE STEPS WE LOVE	1285870	Australia	Wolverine World Wide Canada ULC
LITTLE STEPS WE LOVE	008160459	European Union (Community)	Wolverine World Wide Canada ULC

TRADEMARK

Mark	App. No.	Country	Actual Owner
ROBEEZ	1051959	Canada	Wolverine World Wide Canada ULC
ROBEEZ	1289564	Canada	Wolverine World Wide Canada ULC
ROBEEZ & design (blue)	1289561	Canada	Wolverine World Wide Canada ULC

Mark	App. No.	Country	Actual Owner
ROBEEZ (design)	1289563	Canada	Wolverine World Wide Canada ULC
STROLLERTHON	1286058	Canada	Wolverine World Wide Canada ULC
ROBEEZ	77344759	United States of America	SRL, LLC

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks) dated July 5, 2018 between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: