

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOLVERINE OUTDOORS, INC.		12/06/2018	Corporation: MICHIGAN
SR HOLDINGS, LLC		12/06/2018	Limited Liability Company: DELAWARE
SRL, LLC		12/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	88125348	TOP-SIDER	
Serial Number:	88115715		
Serial Number:	87851851	DREAM FOAM	
Serial Number:	87959868	PAUL SPERRY	
Serial Number:	87000499	KEDETTES	
Serial Number:	87591810	LADIES FIRST SINCE 1916	
Serial Number:	87567286	LADIES FIRST SINCE 1916	
Registration Number:	5418095	KEDS	
Registration Number:	3556913	AETC	
Registration Number:	5617253	MUNCHKIN	
Registration Number:	5071360	BUILT FOR CHILDHOOD SINCE 1919	
Serial Number:	88083706	MOVE GLOVE	
Serial Number:	88162906	ACTIVECLAW GRIP	
Serial Number:	88114365	MERRELL PRO	

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Property Type	Number	Word Mark
Serial Number:	88114332	MERRELL TACTICAL
Serial Number:	88059798	MERRELL WORK
Serial Number:	88157439	RIDGEVENT
Serial Number:	88154057	DESIGNED FOR DUTY
Serial Number:	88147032	COMFORTBASE
Serial Number:	88133838	CROSTELLAR
Serial Number:	88053545	BATES
Serial Number:	88172666	B
Serial Number:	87715227	PAW-FLEX
Serial Number:	87640981	BARE STEPS
Serial Number:	87715229	PAW-GRIP
Registration Number:	5576988	FLEX FWD
Serial Number:	87850402	XERGY
Serial Number:	87845966	DUOFUSE
Serial Number:	87827992	TOUGHFRAME
Serial Number:	87737806	DUOFUSE CUSHIONING
Serial Number:	87715228	P-GRIP
Serial Number:	87715225	P-FLEX
Serial Number:	87708174	BARE ACCESS
Serial Number:	87576776	HYPERCAGE
Registration Number:	5370852	M
Registration Number:	5370827	HYPERLOCK
Registration Number:	5370826	MOTIONMAX
Registration Number:	5387355	MOTHER OF ALL BOOTS
Registration Number:	5287221	FLEXCONNECT

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: (212) 455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, 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:	MELANIE JOLSON
SIGNATURE:	/MJ/

DATE SIGNED:	12/07/2018
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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 December 6, 2018 is made by Wolverine Outdoors, Inc., a Michigan corporation, located at 9341 Courtland Drive NE, Rockford, Michigan 49351; SR Holdings, LLC, a Delaware corporation, located at 500 Totten Pond Road, Waltham, Massachusetts 02451; and SRL, LLC, a Delaware corporation, located at 500 Totten Pond Road, Waltham, Massachusetts 02451 (each a "Grantor," and together the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, 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 and restated as of July 13, 2015, as further amended as of September 15, 2016, and as further amended and restated on December 6, 2018 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wolverine World Wide, Inc., a Delaware corporation and parent of the Grantors (the "Parent 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 Parent Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, the Parent Borrower and certain other subsidiaries of the Parent Borrower have executed and delivered an Amended and Restated U.S. Guarantee and Collateral Agreement, dated as of October 9, 2012, as amended and restated on July 13, 2015 and as further amended and restated on December 6, 2018, 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, each Grantor 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, each Grantor 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 Parent Borrower pursuant to the Credit Agreement, each Grantor 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. Each Grantor 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 such Grantor'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 such Grantor of a security interest therein would result in the forfeiture by such Grantor 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 each Grantor 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. Each Grantor 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., as a Grantor

By:



Name: Kyle L. Hanson

Title: Vice President and Secretary


[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
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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.

SR HOLDINGS, LLC, as a Grantor

By:


Name: Kyle L. Hanson
Title: Vice President and Secretary


[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006532 FRAME: 0264

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, as a Grantor

By:


Name: Kyle L. Hanson
Title: Vice President and Secretary

Acknowledged by:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders





By: 

Name: 


Title: 

SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
U.S.	TOP-SIDER	Filing Date 9/20/2018	Serial No. 88/125,348	Pending	SR Holdings, LLC
U.S.		Filing Date 9/13/2018	Serial No. 88/115,715	Pending	SR Holdings, LLC
U.S.	DREAM FOAM	Filing Date 3/27/2018	Serial No. 87/851,851	Pending	SR Holdings, LLC
U.S.		Filing Date 6/13/2018	Serial No. 87/959,868	Pending	SR Holdings, LLC
U.S.	KEDETTES	Filing Date 4/14/2016	Serial No. 87/000,499	Allowed	SR Holdings, LLC
U.S.	LADIES FIRST SINCE 1916	Filing Date 8/31/2017	Serial No. 87/591,810	Pending	SR Holdings, LLC
U.S.	LADIES FIRST SINCE 1916	Filing Date 8/14/2017	Serial No. 87/567,286	Pending	SR Holdings, LLC
U.S.	KEDS	Filing Date 8/14/2017 Reg. Date 3/6/2018	Serial No. 87/567,279 Reg. No. 5,418,095	Registered	SR Holdings, LLC
U.S.	AETC	Filing Date 5/19/2008 Reg. Date 1/6/2009	Serial No. 77/478,207 Reg. No. 3,556,913	Registered	SR Holdings, LLC
U.S.		Filing Date 4/18/2018 Reg. Date 1/27/2018	Serial No. 87/882,904 Reg. No. 5,617,253	Registered	SRL, LLC
U.S.		Filing Date 9/29/2015 Reg. Date 11/1/2016	Serial No. 86/771,659 Reg. No. 5,071,360	Registered	SRL, LLC

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
U.S.	MOVE GLOVE	Filing Date 8/18/2018	Serial No. 88/083,706	Pending	Wolverine Outdoors, Inc.
U.S.	ACTIVECLAW GRIP	Filing Date 10/20/2018	Serial No. 88/162,906	Pending	Wolverine Outdoors, Inc.
U.S.	MERRELL PRO	Filing Date 9/12/2018	Serial No. 88/114,365	Pending	Wolverine Outdoors, Inc.
U.S.	MERRELL TACTICAL	Filing Date 9/12/2018	Serial No. 88/114,332	Pending	Wolverine Outdoors, Inc.
U.S.	MERRELL WORK	Filing Date 7/31/2018	Serial No. 88/059,798	Pending	Wolverine Outdoors, Inc.
U.S.	RIDGEVENT	Filing Date 10/16/2018	Serial No. 88/157,439	Pending	Wolverine Outdoors, Inc.
U.S.	DESIGNED FOR DUTY	Filing Date 10/13/2018	Serial No. 88/154,057	Pending	Wolverine Outdoors, Inc.
U.S.	COMFORTBASE	Filing Date 10/8/2018	Serial No. 88/147,032	Pending	Wolverine Outdoors, Inc.
U.S.	CROSSTELLAR	Filing Date 9/27/2018	Serial No. 88/133,838	Pending	Wolverine Outdoors, Inc.
U.S.	BATES	Filing Date 7/26/2018	Serial No. 88/053,545	Pending	Wolverine Outdoors, Inc.
U.S.		Filing Date 10/29/2018	Serial No. 88/172,666	Pending	Wolverine Outdoors, Inc.
U.S.	PAW-FLEX	Filing Date 12/11/2017	Serial No. 87/715,227	Pending	Wolverine Outdoors, Inc.
U.S.	BARE STEPS	Filing Date 10/11/2017	Serial No. 87/640,981	Published	Wolverine Outdoors, Inc.
U.S.	PAW-GRIP	Filing Date 12/11/2017	Serial No. 87/715,229	Published	Wolverine Outdoors, Inc.
U.S.	FLEX FWD	Filing Date 7/31/2017 Reg. Date 12/5/2017	Serial No. 87/548,884 Reg. No. 5,576,988	Registered	Wolverine Outdoors, Inc.
U.S.	XERGY	Filing Date 3/26/2018	Serial No. 87/850,402	Allowed	Wolverine Outdoors, Inc.
U.S.	DUOFUSE	Filing Date	Serial No.	Allowed	Wolverine Outdoors, Inc.

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
		3/22/2018	87/845,966		
U.S.	TOUGHFRAME	Filing Date 3/9/2018	Serial No. 87/827,992	Allowed	Wolverine Outdoors, Inc.
U.S.	DUOFUSE CUSHIONING	Filing Date 12/29/2017	Serial No. 87/737,806	Allowed	Wolverine Outdoors, Inc.
U.S.	P-GRIP	Filing Date 12/11/2017	Serial No. 87/715,228	Allowed	Wolverine Outdoors, Inc.
U.S.	P-FLEX	Filing Date 12/11/2017	Serial No. 87/715,225	Allowed	Wolverine Outdoors, Inc.
U.S.	BARE ACCESS	Filing Date 12/5/2017	Serial No. 87/708,174	Suspended	Wolverine Outdoors, Inc.
U.S.	HYPERCAGE	Filing Date 8/21/2017	Serial No. 87/576,776	Allowed	Wolverine Outdoors, Inc.
U.S.		Filing Date 4/25/2016 Reg. Date 1/2/2018	Serial No. 87/013,050 Reg. No. 5,370,852	Registered	Wolverine Outdoors, Inc.
U.S.	HYPERLOCK	Filing Date 4/19/2016 Reg. Date 1/2/2018	Serial No. 87/005,479 Reg. No. 5,370,827	Registered	Wolverine Outdoors, Inc.
U.S.	MOTIONMAX	Filing Date 4/19/2016 Reg. Date 1/2/2018	Serial No. 87/005,478 Reg. No. 5,370,826	Registered	Wolverine Outdoors, Inc.
U.S.	MOTHER OF ALL BOOTS	Filing Date 4/14/2016 Reg. Date 1/23/2018	Serial No. 87/000,444 Reg. No. 5,387,355	Registered	Wolverine Outdoors, Inc.
U.S.	FLEXCONNECT	Filing Date 4/14/2016 Reg. Date 9/12/2017	Serial No. 87/000,441 Reg. No. 5,287,221	Registered	Wolverine Outdoors, Inc.