# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM738888

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (4890/0756)	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/30/2022	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	SR Holdings, LLC	
Street Address:	9341 Courtland Drive NE	
City:	Rockford	
State/Country:	MICHIGAN	
Postal Code:	49351	
Entity Type:	Limited Liability Company: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3724951	CHAMPION

#### **CORRESPONDENCE DATA**

Fax Number: 6502515002

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.

6502515336 Phone: Email: imull@stblaw.com William Perrone Correspondent Name: Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1677	
NAME OF SUBMITTER:	J. Jason Mull	
SIGNATURE:	/J. Jason Mull/	
DATE SIGNED:	07/05/2022	

### **Total Attachments: 7**

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> **TRADEMARK REEL: 007770 FRAME: 0665**

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## Officer's Certificate

Release of Collateral

Reference is made to that certain Credit Agreement dated as of July 31, 2012, as amended and restated as of October 10, 2013, as further amended and restated as of July 13, 2015, as further amended on September 15, 2016, as further amended and restated as of December 6, 2018, as further amended on May 5, 2020, and as further amended and restated as of October 21, 2021 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement), among Wolverine World Wide, Inc., a Delaware corporation (the "Borrower"), JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Agent"), the several banks and other financial institutions (the "Lenders"), and the other agents party thereto. The undersigned Executive Vice President and Chief Financial Officer of the Borrower, solely in such capacity, hereby certifies to the Administrative Agent as follows as of June 30, 2022:

- 1. The Borrower and certain Grantors have agreed to sell (the "<u>Disposition</u>") certain assets including U.S. Trademark Registration No. 3,724,951 for CHAMPION (the "<u>Trademark</u>") pursuant to that certain Trademark Acquisition Agreement dated as of June 30 2022 among SR Holdings, LLC, Keds, LLC, Hanesbrands Inc, a corporation organized and existing under the laws of Maryland and HBI Branded Apparel Enterprises, LLC, a limited liability company organized and existing under the laws of Delaware (the "<u>Sale Agreement</u>")). The Trademark constitutes Collateral.
  - 2. The Disposition is permitted under Section 7.5(1) of the Credit Agreement.

This Officer's Certificate shall be considered a Loan Document for all purposes of the Credit Agreement.

The Borrower requests that the Agent execute the release documentation attached as Exhibit A hereto to release, upon the completion of the Disposition on the Effective Date (as defined in the Sale Agreement) in accordance with the terms of the Sale Agreement, the security interest of the Administrative Agent in the Trademark pursuant to Section 10.14(a) of the Credit Agreement and 8.15(b) of the Guarantee and Collateral Agreement.

[Signature page follows]

WOLVERINE WORLD WIDE, INC.

y: Michael D. Stornant

Title: Executive Vice President and Chief Financial

Officer

# Exhibit A Trademark Security Partial Release Agreement [Attached]

#### TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

This TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT (the "Partial Trademark Release"), dated as of June 30, 2022, 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, as further amended and restated as of July 13, 2015, as further amended on September 15, 2016, as further amended and restated as of December 6, 2018, as further amended on May 5, 2020, and as further amended and restated as of October 21, 2021 (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 SR Holdings, LLC, a Delaware limited liability company ("SR"). 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, SR and certain of the Borrower's other 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 0756;

WHEREAS, the Borrower and SR have 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 SR's 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. <u>Release of Security Interest</u>. 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 without recourse or warranty any and all right, title or interest of the Agent (if any) in such Released Trademark to SR.

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. <u>Recordation</u>. The Agent authorizes and requests that the Commissioner for Trademarks or any other applicable government officer record this Partial Trademark Release.

SECTION 4. <u>Further Assurances.</u> In each case upon the reasonable request of SR and at SR's expense, the Agent shall execute and deliver to SR 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. <u>Governing Law</u>. This Partial Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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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

**REEL: 007770 FRAME: 0672** 

# SCHEDULE I TO THE TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

<u>Owner</u>	<u>Title</u>	Registration Number
SR Holdings, LLC	CHAMPION	3724951

**RECORDED: 07/05/2022**