

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785587

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.		02/07/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SR HOLDINGS, LLC		
Street Address:	500 TOTTEN POND ROAD		
City:	WALTHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4660482	KEDS	
Registration Number:	5134067	US KEDS	
Registration Number:	5166788	KEDS	
Registration Number:	5166789	KEDS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, 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:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	02/08/2023		
Total Attachments: 4			

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TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

This TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT (the “*Partial Trademark Release*”), dated as of February 7, 2023, 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*”), 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 as of September 15, 2016, as further amended and restated as of December 6, 2018, as further amended as of May 5, 2020, and as further amended 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 “*Parent Borrower*”), the Agent and the Lenders, in favor of SR Holdings, LLC (the “*Obligor*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement, the Guarantee and Collateral Agreement referred to below or the Trademark Security Agreement referred to below, as applicable.

WHEREAS, pursuant to the Credit Agreement, the Parent Borrower, the Obligor and certain of the Parent Borrower’s other subsidiaries 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 and restated as of December 6, 2018 (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 June 30, 2015 (the “*Trademark Security Agreement*”), the Obligor pledged and granted to the Agent, for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations, a continuing security interest in, and a right to setoff against, all of the Obligor’s right, title and interest in, to and under the Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks of the Obligor listed on Schedule A thereto;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 8, 2015, at Reel 5572 and Frame 0316;

WHEREAS, the Trademarks of Obligor set forth on Schedule I hereto (the “*Released Trademarks*”) were included in the Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Parent Borrower has requested that the Agent release, and the Agent has agreed to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Released Trademarks; and

WHEREAS, the Agent now desires to release its security interest in and to the Obligor’s right, title and interest in and to the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Trademark Release, the Agent agrees as follows:

SECTION 1. Release of Security Interest in Released Trademark Collateral. The Agent, without recourse, representation or warranty, hereby terminates, releases and discharges the entirety of its security interest granted under the Trademark Security Agreement in, to and under the Released Trademarks, solely with respect to the Released Trademarks. Any right, title or interest of the Agent in such Released Trademarks granted under the Trademark Security Agreement shall hereby terminate, cease and become void. If and to the extent that the Agent has acquired under the Trademark Security Agreement any right, title or interest in and to the Released Trademarks, the Agent, without recourse, representation or warranty, hereby re-assigns, re-transfers and re-conveys any and all such right, title or interest of the Agent in such Released Trademarks to the Obligor.

SECTION 2. Retained Collateral. This Partial Trademark Release is applicable only and solely with respect to the Released Trademarks 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 record this Partial Trademark Release.

SECTION 4. Further Assurances. In each case upon the reasonable request of the Obligor and at the Obligor's sole cost and expense, the Agent shall execute and deliver to the Obligor all further releases and other documents or take other actions reasonably necessary to effect the release of the Agent's security interest in the Released Trademarks in accordance with this Partial Trademark Release.

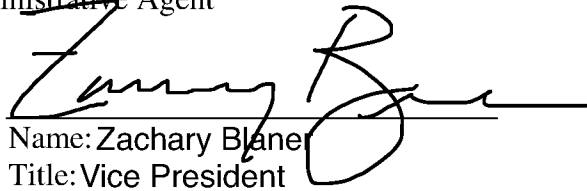
SECTION 5. Governing Law. This Partial Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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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

By:



Name: Zachary Blane
Title: Vice President

SCHEDULE I
TO THE
TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

	Trademark Name	Country	Owner Name	Registration Number
1.	KEDS (New Design)	United States of America	SR Holdings, LLC	4660482
2.	US Keds and Design	United States of America	SR Holdings, LLC	5134067
3.	KEDS	United States of America	SR Holdings, LLC	5166788
4.	KEDS (New Design)	United States of America	SR Holdings, LLC	5166789