

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SRL, LLC	10/09/2012
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 52	
Property Type	Number
Patent Number:	7437838
Patent Number:	D573329
Patent Number:	D547932
Patent Number:	D401072
Patent Number:	D403143
Patent Number:	D396946
Patent Number:	D392790
Patent Number:	D394744
Patent Number:	D392791
Patent Number:	D396548
Patent Number:	D404337
Patent Number:	D608997
Patent Number:	D608998
Patent Number:	D631238
Patent Number:	D631239

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Patent Number:	6076283
Patent Number:	D394140
Patent Number:	D402792
Patent Number:	D402793
Patent Number:	D401742
Patent Number:	D405242
Patent Number:	D430967
Patent Number:	7000334
Patent Number:	D429411
Patent Number:	D458441
Patent Number:	D398780
Patent Number:	7225564
Patent Number:	D401422
Patent Number:	D403494
Patent Number:	D473697
Patent Number:	D551433
Patent Number:	D547933
Patent Number:	D552837
Patent Number:	D547934
Patent Number:	D551832
Patent Number:	D405241
Patent Number:	D429409
Patent Number:	D429554
Patent Number:	D429408
Patent Number:	D468894
Application Number:	13170486
Application Number:	61359415
Application Number:	29378601
Application Number:	29396172
Application Number:	29379992
Application Number:	12955556
Application Number:	12847063
Application Number:	13107235
Application Number:	61117364
Application Number:	12623692

	13473264
Application Number:	29406691
CORRESPONDENCE DATA Fax Number: 2124552502 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (212) 455-7803 Email: ksolomon@stblaw.com Correspondent Name: Jodie Sopher Pimentel, 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:	Jodie Sopher Pimentel
Total Attachments: 8 source=SRLLLCPatentSI#page1.tif source=SRLLLCPatentSI#page2.tif source=SRLLLCPatentSI#page3.tif source=SRLLLCPatentSI#page4.tif source=SRLLLCPatentSI#page5.tif source=SRLLLCPatentSI#page6.tif source=SRLLLCPatentSI#page7.tif source=SRLLLCPatentSI#page8.tif	

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of October 9, 2012 is made by SRL, LLC, a Delaware limited liability company, located at 191 Spring Street, Lexington, Massachusetts 02421 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 1111 Fannin Street, Floor 10, Houston, Texas 77002, 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, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wolverine World Wide, Inc. a Delaware corporation and parent of Obligor ("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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor, Borrower and certain other subsidiaries of Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October, 9 2012, 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, the Obligor 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 Patents; and

WHEREAS, the Obligor 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 Borrower pursuant to the Credit Agreement, the Obligor 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. The Obligor 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 the Obligor's right, title and interest in, to and under the Patents (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.

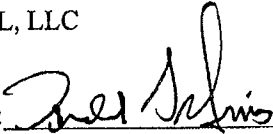
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee 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. The Obligor 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.

SRL, LLC

By: 
Name: Donald T. Grimes
Title: Vice President and Treasurer
Date:

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

By: _____
Name:
Title:
Date:

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Michigan)
) ss
COUNTY OF Kent)

On the 3rd day of October, 2012, before me personally came Donald T. Grimes, who is personally known to me to be the VP + Treasurer of SRL, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the VP + Treasurer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the governing body of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Alisa F. Brayton
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ALISA F BRAYTON NOTARY PUBLIC, STATE OF MI COUNTY OF MONTCALM Commission Expires 07/08/2018 Acting in County of: <u>Kent</u>

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

By: _____
Name: Donald T. Grimes
Title: Vice President and Treasurer
Date:

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

By: Krys Szremski
Name: KRYS SZREMSKI
Title: V. P.
Date: 10/4/12

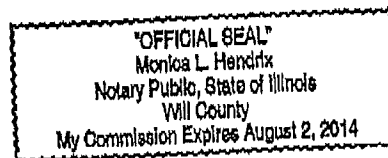
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On the 4th day of October, 2012 before me personally came KRYS SZREMSKI, who is personally known to me to be the V.P. of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the V.P. in such national banking association the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Monica Hendrix
Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A**U.S. Patent Registrations and Applications**

<u>Title</u>	<u>Registration or Application Number</u>
ARTICLES OF FOOTWEAR	7,437,838
Color Changing Shoe - Utility	13/170,486
Color Changing Shoe (Stride Rite)-Prov-US	61/359,415
DECORATIVE SHOE ELEMENT	D573,329
ELECTRO-LUMINESCENT DISPLAY FOR SHOES	D547,932
ELEMENT FOR A SHOE UPPER	D401,072
FABRIC	D403,143
FABRIC	D396,946
FLUID-FILLED DECORATIVE ELEMENT FOR A CHILD'S SHOE	D392,790
FLUID-FILLED DECORATIVE ELEMENT FOR A CHILD'S SHOE	D394,744
FLUID-FILLED DECORATIVE ELEMENT FOR A CHILD'S SHOE	D392,791
FLUID-FILLED DECORATIVE ELEMENT FOR A CHILD'S SHOE	D396,548
FOUR-STRIPE SIDE DESIGN FOR A SHOE	D404,337
Huggable Straps -Design	29/378,601
INFANT SHOE	D608,997
PAIR OF INFANT SHOE SOLES	D608,998
PAIR OF INFANT SHOE SOLES	D631,238
PAIR OF INFANT SHOE SOLES	D631,239
Peek-a-Boo Straps - Design	29/396,172
Ridged Sole Design	6,076,283
SHOE	D394,140
SHOE	D402,792
SHOE	D402,793
SHOE	D401,742
SHOE	D405,242
SHOE	D430,967
SHOE OUTSOLE	7,000,334
SHOE OUTSOLE	D429,411

<u>Title</u>	<u>Registration or Application Number</u>
SHOE OUTSOLE	D458,441
SHOE OUTSOLE ASSEMBLY	D398,780
SHOE SOLE	7,225,564
SHOE SOLE	D401,422
SHOE SOLE	D403,494
SHOE SOLE	D473,697
SHOE SOLE	D551,433
SHOE SOLE	D547,933
SHOE SOLE	D552,837
SHOE SOLE	D547,934
SHOE SOLE	D551,832
SHOE SOLE DESIGN	D405,241
SHOE SOLE DESIGN	D429,409
SHOE SOLE DESIGN	D429,554
SHOE SOLE ELEMENT DESIGN	D429,408
SHOES AND SHOE OUTSOLES FOR WET SURFACES	D468,894
Sling Shot Shoe - Design	29/379,992
Sling Shot Shoe - Utility	12/955,556
SON-R - CIP of SRT	12/847,063
SON-R Stroebble - Utility	13/107,235
SRT - Prov	61/117,364
SRT - Utility	12/623,692
Swaddle Shoe (Stride Rite)	13/473,264
X-CeleRacer	29/406,691