

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
Saucony IP Holdings LLC	04/29/2013
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: 6	
Property Type	Number
Patent Number:	5595002
Patent Number:	5729917
Patent Number:	5852886
Patent Number:	5860226
Patent Number:	7571556
Patent Number:	D671718
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

CH \$240.00 5595002

NAME OF SUBMITTER:	Jodie Sopher Pimentel
Signature:	/jsp/
Date:	05/08/2013
Total Attachments: 7 source=Patent Security Agreement Saucony IP Holdings LLC (3)#page1.tif source=Patent Security Agreement Saucony IP Holdings LLC (3)#page2.tif source=Patent Security Agreement Saucony IP Holdings LLC (3)#page3.tif source=Patent Security Agreement Saucony IP Holdings LLC (3)#page4.tif source=Patent Security Agreement Saucony IP Holdings LLC (3)#page5.tif source=Patent Security Agreement Saucony IP Holdings LLC (3)#page6.tif source=Patent Security Agreement Saucony IP Holdings LLC (3)#page7.tif	

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of April 27, 2013 is made by Saucony IP Holdings LLC, a Delaware limited liability corporation, located at 9341 Courtland Drive, Rockford, MI 49351 (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 5, 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.

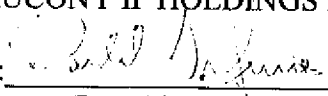
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee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

SAUCONY IP HOLDINGS LLC

By: 
Name: Donald T. Grimes
Title: Vice President and Treasurer
Date: April 22, 2013

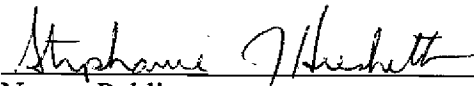
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

ACKNOWLEDGMENT OF OBLIGOR

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

On the 22nd day of April, 2013., before me personally came Donald T. Grimes, who is personally known to me to be the Vice President and Treasurer of Saucony IP Holdings LLC, a Delaware limited liability corporation; who, being duly sworn, did depose and say that he is the Vice President and Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the governing body of such limited liability corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
STEPHANIE J. HESHETTER
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES: MAR 31, 2015
ACTING IN COUNTY OF: Kent
(PLACE STAMP AND SEAL ABOVE)

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.

SAUCONY IP HOLDINGS LLC

By: _____
Name:
Title:
Date:

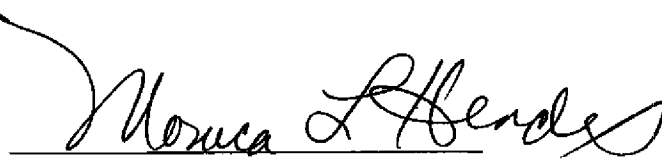
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Krys Szremski
Name: Krys Szremski
Title: Vice President
Date: 3/29/13

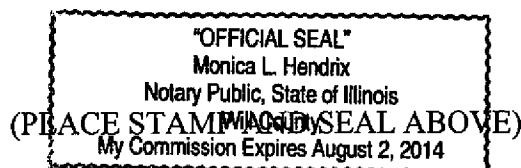
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Illinois)
COUNTY OF Cook) ss

On the 29 day of March, 2013 before me personally came Krys Szremski, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President 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.



Notary Public



SCHEDULE A

U.S. Patent Registrations and Applications

<u>Title</u>	<u>Registration or Application Number</u>
Stabilizing grid wedge system for proving motion control and cushioning	5,595,002 .
Combination midsole stabilizer and enhancer	5,729,917
Combination midsole stabilizer and enhancer	5,852,886
Shoe construction	5,860,226
Heel grid system	7,571,556
Shoe	D671718