

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5299725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS
CONVEYING PARTY DATA	
Name	Execution Date
WOLVERINE OUTDOORS, INC.	12/06/2018
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
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29615061
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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:	(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:	12/26/2018
Total Attachments: 5	
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT 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 (the "Grantor"), 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 Grantor (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 Grantor, 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, the 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 Patents; and

WHEREAS, the 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, the 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. The 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 the Grantor'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 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. The 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 Patent Rights]

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REEL: 047984 FRAME: 0698

Acknowledged by:

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

By: 

Name: 

Title: 

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

PATENT
REEL: 047984 FRAME: 0699

Pending Application

Country	Title	Filing	Appl.	Status	Owner
U.S.		8/25/2017	29/615061		