

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spike's Holding, Inc.		07/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Spike's Holding, LLC
Street Address:	3308 Mitthoeffer Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46236
Entity Type:	Limited Liability Company: INDIANA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76396783	CHOOSE TO PLAY
Serial Number:	76522235	FINL365
Serial Number:	76334303	FINISH LINE
Serial Number:	76328471	ACTION ADDICTED
Registration Number:	2603907	FINISH LINE YOUTH FOUNDATION
Registration Number:	2562527	KONAZ
Registration Number:	2458671	
Registration Number:	2432925	SPIKE FINISH LINE
Registration Number:	2443331	808
Registration Number:	2439060	SPK
Registration Number:	2159103	GIVE THE CARD THAT COUNTS
Registration Number:	1772105	FINISH LINE
Registration Number:	1960883	FINISH LINE
Registration Number:	1960882	FINISH LINE
Registration Number:	1872538	FINISH LINE

CH \$415.00 76396783

Registration Number:

1913891

THE FINISH LINE

**CORRESPONDENCE DATA**

Fax Number: (310)552-7031

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 310-551-8755

Email: arobertsonbora@gibsondunn.com

Correspondent Name: Amanda Robertson-Bora

Address Line 1: 2029 Century Park East, 40th Fl.

Address Line 4: Los Angeles, CALIFORNIA 90067-3026

ATTORNEY DOCKET NUMBER:

88777-00001

NAME OF SUBMITTER:

Amanda Robertson-Bora

**Total Attachments: 14**

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**State of Indiana  
Office of the Secretary of State**

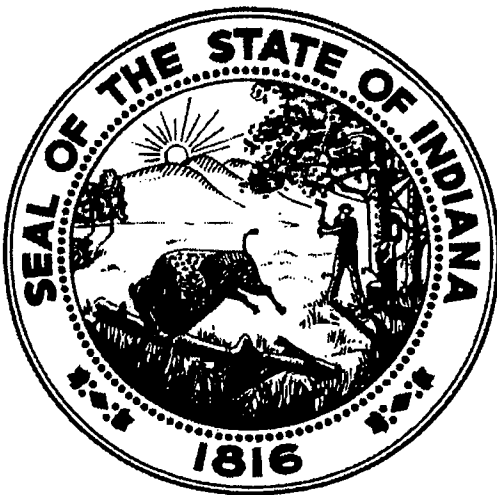
**CERTIFICATE OF MERGER  
of  
SPIKE'S HOLDING, LLC**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The following non-surviving entity(s):

**SPIKE'S HOLDING, INC.**  
a(n) Delaware Non-Qualified Foreign Corporation  
merged with and into the surviving entity:  
**SPIKE'S HOLDING, LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Saturday, July 31, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 29, 2004.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

2004071400229 / 2004080213904

**TRADEMARK  
REEL: 002909 FRAME: 0691**

APPROVED  
AND  
FILED  
*David Roberts*  
SECRETARY OF STATE

ARTICLES OF MERGER

OF

RECEIVED  
SECRETARY OF STATE DIV.  
04 JUL 29 PM 3:49

SPIKE'S HOLDING, INC.,  
A DELAWARE CORPORATION

INTO

SPIKE'S HOLDING, LLC  
AN INDIANA LIMITED LIABILITY COMPANY,

RECEIVED  
CORPORATIONS DIV.

The undersigned, acting as a duly authorized officer of SPIKE'S HOLDING, LLC, an Indiana limited liability company (the "**Surviving Company**"), in compliance with the Indiana Business Flexibility Act, as amended (the "**IBFA**"), and the Delaware General Corporation Law, as amended (the "**DGCL**"), and desiring to effect a merger of SPIKE'S HOLDING, INC., a Delaware corporation (the "**Merging Corporation**"), with and into the Surviving Company in accordance with the applicable laws of the State of Delaware and the State of Indiana including without limitation Section 264 of the DGCL and Section 23-18-7-9 of the IBFA, hereby sets forth the following facts:

Article 1. SURVIVING COMPANY

Section 1.1 **Name.** The name of the limited liability company surviving the merger is SPIKE'S HOLDING, LLC.

Section 1.2 **Jurisdiction.** The Surviving Company is an Indiana limited liability company organized and existing pursuant to the provisions of the IBFA.

Article 2. MERGING CORPORATION

Section 2.1 **Name.** The name of the corporation merging into the Surviving Company is Spike's Holding, Inc.

Section 2.2 **Jurisdiction.** The Merging Corporation is a Delaware corporation existing pursuant to the provisions of the DGCL.

Article 3. PLAN OF MERGER

The Plan and Agreement of Merger of the Merging Corporation with and into the Surviving Company (the "**Merger Agreement**") is set forth as *Exhibit A* to these Articles of Merger.

Article 4. EFFECTIVE TIME

Pursuant to Ind. Code Section 23-18-7-4, as well as the terms of the Merger Agreement, the merger shall be effective at 12:01 a.m. Eastern Standard Time on July 31, 2004 or upon such

later date and time upon which the Articles of Merger are approved by the Indiana Secretary of State.

## Article 5. MANNER OF ADOPTION AND VOTE

**Section 5.1 Action by the Surviving Company.** By unanimous written consent dated as of July 28, 2004, the sole Member of the Surviving Company adopted resolutions approving the Merger Agreement and authorizing the execution of the Merger Agreement by the officers of the Surviving Company, for and on its behalf.

**Section 5.2 Action by the Merging Corporation.** By unanimous written consent dated as of July 28, 2004, the Board of Directors and sole stockholder of the Merging Corporation adopted resolutions approving the Merger Agreement and authorizing the execution of the Merger Agreement by the officers of the Merging Corporation, for and on its behalf.

**Section 5.3 Compliance with Legal Requirements.** The manner of the adoption of the Merger Agreement, and the vote by which it was adopted and approved, constitute full legal compliance with the provisions of the IBFA, the DGCL, the Articles of Incorporation and the Bylaws of the Merging Corporation, and the Articles of Organization and the Operating Agreement of the Surviving Company.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Surviving Company, executes these Articles of Merger and verifies that the statements contained herein are true, this 29th day of July, 2004.

**SPIKE'S HOLDING, LLC,**  
an Indiana limited liability company

By: The Finish Line USA, Inc., sole Member

By:   
Alan H. Cohen, President

**PLAN AND AGREEMENT OF MERGER**

**BETWEEN**

**SPIKE'S HOLDING, INC. (DELAWARE)**

AND

**SPIKE'S HOLDING, LLC (INDIANA)**

THIS PLAN AND AGREEMENT OF MERGER ("**Merger Agreement**") dated as of July 28, 2004, is made by and between SPIKE'S HOLDING, INC., a Delaware corporation (the "**Merging Corporation**"), and SPIKE'S HOLDING, LLC., an Indiana limited liability company (the "**Surviving Company**"), pursuant to the provisions of the Indiana Business Flexibility Act (the "**IBFA**") and the Delaware General Corporation Law (the "**DGCL**").

**RECITALS**

WHEREAS, the Surviving Company is a limited liability company duly organized and validly existing under the laws of the State of Indiana; and

WHEREAS, the Merging Corporation is a corporation duly organized and in good standing under the laws of the State of Delaware; and

WHEREAS, the Sole Member of the Surviving Company and the Board of Directors and the sole stockholder of the Merging Corporation (together the "**Constituent Companies**") have determined that it is advisable and in the best interests of the Constituent Companies that the Merging Corporation be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the applicable laws of the State of Delaware and the State of Indiana and have approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Constituent Companies hereby agree as follows:

**Article 1. THE MERGER**

Section 1.1 **The Merger.** The Merging Corporation and the Surviving Company shall be merged into a single Indiana limited liability company in accordance with the applicable laws of the State of Delaware and the State of Indiana including without limitation Section 264 of the DGCL and Section 23-18-7-9 of the IBFA (the "**Merger**").

Section 1.2 **Effect of the Merger.** At the Effective Time, the Merger shall have the effects provided for herein and in Section 264 of the DGCL and Section 23-18-7-5 of the IBFA.

Section 1.3 **Effective Time.** The effective time and date of the Merger shall be 12:01 a.m. Eastern Standard Time on July 31, 2004 (the "**Effective Time**").

Section 1.4 **Survival of the Merger.** At the Effective Time, the separate corporate existence of the Merging Corporation shall cease and the Surviving Company shall survive the Merger and continue to be an Indiana limited liability company.

## Article 2. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

Section 2.1 **Articles of Organization.** On and after the Effective Time, the Articles of Organization of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Articles of Organization of the Surviving Company (the "**Surviving Articles**"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to amend the Surviving Articles in accordance with the applicable laws of the State of Indiana and the Surviving Articles.

Section 2.2 **Operating Agreement.** On and after the Effective Time, the Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Operating Agreement of the Surviving Company (the "**Surviving Operating Agreement**"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to alter, amend or repeal the Surviving Operating Agreement in accordance with the applicable laws of the State of Indiana, the Surviving Articles and the Surviving Operating Agreement.

## Article 3. OFFICERS

Section 3.1 **Officers.** On and after the Effective Time, the officers of the Surviving Company in office immediately prior to the Effective Time shall continue in office as the officers of the Surviving Company, each to hold office subject to the Surviving Articles, Surviving Operating Agreement and the applicable laws of the State of Indiana.

## Article 4. MANNER OF CONVERTING AND CANCELING STOCK

Section 4.1 **Cancellation of Merging Corporation's Issued Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Companies, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be canceled, and all certificates evidencing ownership of the common stock of the Merging Corporation shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.2 **Existence of Surviving Company Issued Membership Interests.** All the issued and outstanding membership interests of the Surviving Company at the Effective Time shall be and remain outstanding membership interests of the Surviving Company in accordance with their terms.

## Article 5. SUCCESSION OF RIGHTS

Section 5.1 **Rights.** From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private

restrictions, liabilities and duties, of each of the Constituent Companies; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Companies, shall not revert or be in any way impaired by reason of the Merger.

## Article 6. SUCCESSION OF LIABILITIES

Section 6.1 **Liabilities.** From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Companies shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "**Obligations**") of each of the Constituent Companies shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Merging Corporation in such action or proceeding.

## Article 7. CORPORATE ACTS

Section 7.1 **Corporate Acts.** From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "**Corporate Acts**") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Company.

## Article 8. SERVICE OF PROCESS

Section 8.1 **Delaware Service of Process.** The Constituent Companies, in accordance with Section 264 of the DGCL, hereby agree that the Surviving Company may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as enforcement of any obligation of the Surviving Company, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL, and hereby irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings, to forward by mail such process to Spike's Holding, LLC, 3308 North Mitthoeffer Road, Indianapolis, Indiana 46235, Attn: President.

## Article 9. FURTHER DOCUMENTS

Section 9.1 **Further Documents.** If at any time prior to the Effective Time the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the sole Member of the Surviving



Company is hereby authorized, in the name and on behalf of the Merging Corporation, or otherwise, to do any of the foregoing.

[signature page follows]

IN WITNESS WHEREOF, the Surviving Company and the Merging Corporation have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

Spike's Holding, LLC  
(an Indiana limited liability company)

By: Linda Disher  
Linda Disher, President

Spike's Holding, Inc.  
(a Delaware corporation)

By: Linda Disher  
Linda Disher, President

## The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

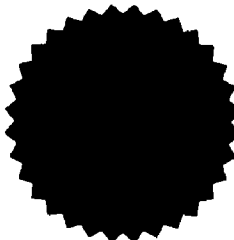
"SPIKE'S HOLDING, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "SPIKE'S HOLDING, LLC" UNDER THE NAME OF  
"SPIKE'S HOLDING, LLC", A LIMITED LIABILITY COMPANY ORGANIZED  
AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA, AS RECEIVED  
AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JULY, A.D.  
2004, AT 4:03 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE  
THIRTY-FIRST DAY OF JULY, A.D. 2004, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.

3836028 8100M

040557335



*Harriet Smith Windsor*

AUTHENTICATION: 2265803  
Harriet Smith Windsor, Secretary of State

DATE: 07-29-04

## AGREEMENT OF MERGER

BETWEEN

**SPIKE'S HOLDING, INC. (DELAWARE)**

AND

**SPIKE'S HOLDING, LLC (INDIANA)**

THIS PLAN AND AGREEMENT OF MERGER ("Merger Agreement") dated as of July 28, 2004, is made by and between SPIKE'S HOLDING, INC., a Delaware corporation (the "Merging Corporation"), and SPIKE'S HOLDING, LLC., an Indiana limited liability company (the "Surviving Company"), pursuant to the provisions of the Indiana Business Flexibility Act (the "IBFA") and the Delaware General Corporation Law (the "DGCL").

### RECITALS

WHEREAS, the Surviving Company is a limited liability company duly organized and validly existing under the laws of the State of Indiana; and

WHEREAS, the Merging Corporation is a corporation duly organized and in good standing under the laws of the State of Delaware; and

WHEREAS, the Sole Member of the Surviving Company and the Board of Directors and the sole stockholder of the Merging Corporation (together the "Constituent Companies") have determined that it is advisable and in the best interests of the Constituent Companies that the Merging Corporation be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the applicable laws of the State of Delaware and the State of Indiana and have approved and adopted this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Constituent Companies hereby agree as follows:

### Article 1. THE MERGER

**Section 1.1 The Merger.** The Merging Corporation and the Surviving Company shall be merged into a single Indiana limited liability company in accordance with the applicable laws of the State of Delaware and the State of Indiana including without limitation Section 264 of the DGCL and Section 23-18-7-9 of the IBFA (the "Merger").

**Section 1.2 Effect of the Merger.** At the Effective Time, the Merger shall have the effects provided for herein and in Section 264 of the DGCL and Section 23-18-7-5 of the IBFA.

**Section 1.3 Effective Time.** The effective time and date of the Merger shall be 12:01 a.m. Eastern Standard Time on July 31, 2004 (the "Effective Time").

**Section 1.4 Survival of the Merger.** At the Effective Time, the separate corporate existence of the Merging Corporation shall cease and the Surviving Company shall survive the Merger and continue to be an Indiana limited liability company.

## **Article 2. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT**

**Section 2.1 Articles of Organization.** On and after the Effective Time, the Articles of Organization of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Articles of Organization of the Surviving Company (the "Surviving Articles"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to amend the Surviving Articles in accordance with the applicable laws of the State of Indiana and the Surviving Articles.

**Section 2.2 Operating Agreement.** On and after the Effective Time, the Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Operating Agreement of the Surviving Company (the "Surviving Operating Agreement"), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Company to alter, amend or repeal the Surviving Operating Agreement in accordance with the applicable laws of the State of Indiana, the Surviving Articles and the Surviving Operating Agreement.

## **Article 3. OFFICERS**

**Section 3.1 Officers.** On and after the Effective Time, the officers of the Surviving Company in office immediately prior to the Effective Time shall continue in office as the officers of the Surviving Company, each to hold office subject to the Surviving Articles, Surviving Operating Agreement and the applicable laws of the State of Indiana.

## **Article 4. MANNER OF CONVERTING AND CANCELING STOCK**

**Section 4.1 Cancellation of Merging Corporation's Issued Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Companies, all the issued and outstanding shares of common stock of the Merging Corporation shall automatically and by operation of law be canceled, and all certificates evidencing ownership of the common stock of the Merging Corporation shall be surrendered and canceled and thereafter shall be void and of no effect.

**Section 4.2 Existence of Surviving Company Issued Membership Interests.** All the issued and outstanding membership interests of the Surviving Company at the Effective Time shall be and remain outstanding membership interests of the Surviving Company in accordance with their terms.

## **Article 5. SUCCESSION OF RIGHTS**

**Section 5.1 Rights.** From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private

restrictions, liabilities and duties, of each of the Constituent Companies; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Companies, shall not revert or be in any way impaired by reason of the Merger.

## **Article 6. SUCCESSION OF LIABILITIES**

**Section 6.1 Liabilities.** From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Companies shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of each of the Constituent Companies shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Merging Corporation in such action or proceeding.

## **Article 7. CORPORATE ACTS**

**Section 7.1 Corporate Acts.** From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Company.

## **Article 8. SERVICE OF PROCESS**

**Section 8.1 Delaware Service of Process.** The Constituent Companies, in accordance with Section 264 of the DGCL, hereby agree that the Surviving Company may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as enforcement of any obligation of the Surviving Company, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL, and hereby irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings, to forward by mail such process to Spike's Holding, LLC, 3308 North Mitthoeffer Road, Indianapolis, Indiana 46235, Attn: President.

## **Article 9. FURTHER DOCUMENTS**

**Section 9.1 Further Documents.** If at any time prior to the Effective Time the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the sole Member of the Surviving

Company is hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

[signature page follows]

IN WITNESS WHEREOF, the Surviving Company and the Merging Corporation have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

Spike's Holding, LLC  
(an Indiana limited liability company)

/s/ Linda Disher

By: \_\_\_\_\_  
Linda Disher, President

Spike's Holding, Inc.  
(a Delaware corporation)

/s/ Linda Disher

By: \_\_\_\_\_  
Linda Disher, President