

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Finish Line, Inc.		06/18/2018	Corporation: INDIANA
Spike's Holdings, LLC		06/18/2018	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	11405 North Pennsylvania St., Suite 200		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1872538	FINISH LINE	
Registration Number:	1913891	THE FINISH LINE	
Registration Number:	1960882	FINISH LINE	
Registration Number:	2458671		
Registration Number:	3111990	FINISH LINE	
Registration Number:	3729190	FINISH LINE LTD	
Registration Number:	4433163		
Registration Number:	4762827	WINNERS CIRCLE	
Registration Number:	5042744	EPIC FINISH	
Registration Number:	5282906	FINISH LINE	
Serial Number:	87049404	FINISH LINE	
Registration Number:	5434926	FINISH LINE	
Serial Number:	87049738	FINISH LINE	
Registration Number:	5398192	FINISH LINE	
Registration Number:	5463512	SHOES SO FRESH	
Registration Number:	5064526	FINISH LINE YOUTH FOUNDATION	
Registration Number:	4986252	FINISH LINE YOUTH FOUNDATION	

OP \$440.00 1872538

CORRESPONDENCE DATA**Fax Number:** 8004947512*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.***Phone:** 202-370-4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** F177612**NAME OF SUBMITTER:** Janet S. Wamsley**SIGNATURE:** /Janet S. Wamsley/**DATE SIGNED:** 06/18/2018**Total Attachments: 18**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 18, 2018, by and among The Finish Line, Inc., an Indiana corporation ("FINL"), Spike's Holding, LLC, an Indiana limited liability company ("Spike's"; FINL and Spike's are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and PNC Bank, National Association, as agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Revolving Credit and Security Agreement, dated as of June 18, 2018 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by, among others, (i) FINL, as borrowing agent (in such capacity, "Borrowing Agent") for itself, Spike's and the other Borrowers from time to time party thereto (together with FINL and Spike's, collectively, the "Borrowers"), (ii) the Guarantors from time to time party thereto, (iii) the Lenders from time to time party thereto, and (iv) the Agent, pursuant to which (x) the Lenders have agreed to make Advances to the Borrowers, and the Issuer has agreed to issue Letters of Credit for the account of the Borrowers, in each case, upon the terms and subject to the conditions specified in the Credit Agreement, and (y) each Grantor has granted to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (including the IP Collateral (as defined herein)), in order to secure the Secured Obligations (as defined herein); and

WHEREAS, reference is also made to that certain Guaranty, dated as of June 18, 2018 (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by each Guarantor in favor of the Agent and the other Secured Parties, pursuant to which each such Guarantor has guaranteed the payment and performance of the Guaranteed Obligations (as defined in the Guaranty).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided, further, that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Agent” shall have the meaning assigned to such term in the preamble of this Agreement.

“Borrowers” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Borrowing Agent” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guaranty” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Material Intellectual Property” shall mean Intellectual Property that is material to the business or operations of any Borrower or Guarantor, being the Intellectual Property set forth in Schedule 5.9 to the Credit Agreement (as such schedule may be updated in accordance with the terms of the Credit Agreement from time to time).

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty).

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for its own benefit and the benefit of the other Secured Parties) under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) all Copyrights and Copyright Licenses;
- (b) all Patents and Patent Licenses;
- (c) all Trademarks and Trademark Licenses;

(d) all other Licenses;

(e) all renewals of any of the foregoing;

(f) all trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; design rights; assumed names; mask works; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) all General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages, payments for past or future infringements, misappropriations, encroachments, or dilutions thereof,

(i) the right to sue for past, present and future infringements, misappropriations, encroachments, and dilutions of any of the foregoing; and

(j) all of the Grantors' rights corresponding to any of the foregoing throughout the world;

provided, that, the IP Collateral shall not include (i) any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the PTO, (ii) any permit, lease, license, contract or agreement that would otherwise constitute IP Collateral, to which any Grantor is a party, and any of its rights or interests thereunder, if and to the extent that a security interest therein is prohibited by or in violation of (x) any Applicable Law, or (y) a term, provision or condition of any such lease, license, contract or agreement (unless in each case, such Applicable Law, term, provision or condition would be rendered ineffective with respect to the creation of such security interest pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law or principles of equity), or (iii) any other Intellectual Property to the extent Agent determines in its Permitted Discretion that the cost of obtaining a security interest therein is excessive in relation to the benefit thereof to Secured Parties (the assets described in the foregoing clauses (i), (ii) and (iii) being referred to herein as "Excluded IP Property"); provided, however, that the assets described in the foregoing clause (ii)

shall cease to be treated as "Excluded IP Property" (and shall constitute IP Collateral) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, such security interest shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in (x) or (y) above; provided, further, that Excluded IP Property shall not include any proceeds of any assets described in the foregoing clauses (i), (ii) and (iii), or any goodwill of any Grantor's business associated therewith or attributable thereto.

SECTION 3. Grantors' Covenants. Each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) pay all renewal fees and other fees and costs associated with maintaining its Intellectual Property and with the processing and prosecution of its Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent (i) expressly permitted in the Credit Agreement, or (ii) that the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(b) take all actions reasonably necessary to prevent any of its Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent (i) expressly permitted in the Credit Agreement, or (ii) that the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(c) at such Grantor's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration of its Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent (i) expressly permitted in the Credit Agreement, or (ii) that the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(d) at such Grantor's sole cost, expense, and risk, take any and all action which the applicable Grantor(s) reasonably deem necessary or desirable under the circumstances to protect its Intellectual Property from infringement, misappropriation, encroachment, or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(e) give the Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) such Grantor's filing applications for registration of any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by such Grantor of the right to sell

products containing the trademarks of others in the ordinary course of such Grantor's business);

(ii) such Grantor's entering into any new Licenses with respect to the Intellectual Property (whether as licensee or licensor) or otherwise becoming entitled to the benefit of any registered Intellectual Property, in each case, that are material to the business or operations of any Borrower or Guarantor and other than commercially available off-the-shelf software that is generally available to the public which have been licensed to such Grantor pursuant to an end-user license and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business; and

(iii) such Grantor's obtaining knowledge that any application or registration relating to any Material Intellectual Property may, other than as provided in this SECTION 3, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Material Intellectual Property or such Grantor's right to register the same or to own and maintain the same;

provided, that, absent the occurrence and continuance of any Event of Default, Grantors shall only be required to provide the notices described in clauses (i) through (iii) above on a quarterly basis in connection with delivery of a Compliance Certificate with respect to the applicable Fiscal Quarter.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in the Credit Agreement and any Other Document, each Grantor represents and warrants that:

(a) **EXHIBIT A** (as may be amended or supplemented from time to time in accordance with this Agreement) is a true, correct and complete list of all United States Copyrights owned by such Grantor.

(b) **EXHIBIT B** (as may be amended or supplemented from time to time in accordance with this Agreement) is a true, correct and complete list of all United States Patents owned by such Grantor.

(c) **EXHIBIT C** (as may be amended or supplemented from time to time in accordance with this Agreement) is a true, correct and complete list of all United States Trademarks owned by such Grantor.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Material Intellectual Property owned by such Grantor is the subject of any licensing or franchise

agreement on an exclusive basis pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances.

(f) Such Grantor owns, or is licensed to use, all of its Material Intellectual Property, which Material Intellectual Property (together with the Material Intellectual Property of the other Grantors) constitutes all of the intellectual property rights which are necessary for the operation of the businesses of the Borrowers and Guarantors. To each Grantor's knowledge, no claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. To each Grantor's knowledge, the use by such Grantor of its Material Intellectual Property does not infringe the rights of any Person in any material respect. To each Grantor's knowledge, no holding, decision or judgment has been rendered by any Governmental Body which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor has used, and will continue to use, consistent standards of quality (which standards shall be substantially the same or higher than those in effect as of the Closing Date) in products leased or sold under its Material Intellectual Property consisting of Trademarks and Trademark Licenses.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i) and (ii) of SECTION 3(e) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Except upon the occurrence and during the continuance of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) the Grantors provide the Agent with prompt written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect; and

(b) upon the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this SECTION 6.

SECTION 7. Agent's Actions To Protect Intellectual Property. In the event of:

(a) any Grantor's failure, within ten (10) days of written notice from the Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any Person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

SECTION 9. Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as and for such Grantor's true and lawful attorney-in-fact, and in such capacity the Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Agent and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or

acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Agent upon payment in full of the Obligations in accordance with the terms of the Credit Agreement.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Agent.

SECTION 10. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement, and the Credit Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. All provisions of the Credit Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Agent thereunder and each Grantor's obligations, representations, warranties and covenants relating to the IP Collateral) shall apply to the IP Collateral. Each Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Credit Agreement shall not be superseded hereby but shall remain in effect. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Credit Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any costs and expenses required in connection with the recording of this Agreement and the filing of any financing statements or other documents in connection herewith. Without limiting the foregoing, the provisions of Section 16.9 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when the Obligations have been paid in full in accordance with the terms of the Credit Agreement, at which time the Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Borrower or Guarantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Agent or any other Secured Party.

SECTION 14. Choice of Laws. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law, or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed and construed in accordance with the laws of the State of New York.


SECTION 15. Counterparts; Electronic Signatures. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

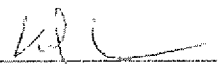
IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

THE FINISH LINE, INC.

By: 
Name: Edward W. Wilhelm
Title: Executive Vice President, Chief
Financial Officer

SPIKE'S HOLDING, LLC


By: 
Name: Edward W. Wilhelm
Title: Vice President and Treasurer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006376 FRAME: 0987

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Joshua D. Stehlin

Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006376 FRAME: 0988

EXHIBIT A

Copyright Registrations

<u>Copyrights (Title of Copyright)</u>	<u>Type</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Brochure on monograms and borders	Text	Finish Line, Inc.	N/A	Registered	TXu000192801 (registered 2/11/1985)

Exhibits to Intellectual Property Security Agreement

EXHIBIT B

Patent Registrations



None.

Exhibits to Intellectual Property Security Agreement

EXHIBIT C

Trademark Registrations

Trademark Registrations (United States):









Trademark	Design	Country	Status	App No.	File Date	Reg No.	Owner
THE FINISH LINE	N/A	USA	Registered	74/318820	30-Sep-1992	1872538	Spike's Holding, LLC
THE FINISH LINE (Stylized)	The Finish Line	USA	Registered	74/318812	30-Sep-1992	1913891	Spike's Holding, LLC
FINISH LINE and Design	<i>Finish Line</i>	USA	Registered	74/500405	09-Mar-1994	1960882	Spike's Holding, LLC
Spike Runner Design		USA	Registered	75/979990	30-Oct-1998	2458671	Spike's Holding, LLC
FINISH LINE (Class 35)	N/A	USA	Registered	78/675340	21-Jul-2005	3111990	Spike's Holding, LLC
FINISH LINE LTD and Design	FINISH LINE LTD	USA	Registered	77/427473	20-Mar-2008	3729190	Spike's Holding, LLC
Spike Runner Design		USA	Registered	85/529401	31-Jan-2012	4433163	Spike's Holding, LLC
WINNERS CIRCLE	N/A	USA	Registered	86/155424	31-Dec-2013	4762827	Spike's Holding, LLC
EPIC FINISH	N/A	USA	Registered	86/763923	22-Sep-2015	5042744	Spike's Holding, LLC
FINISH LINE & New Design (no color)	FINISH LINE	USA	Registered	87/975622	25-May-2016	5282906	Spike's Holding, LLC
FINISH LINE & New Design (no color)	FINISH LINE	USA	Allowed	87/049404	25-May-2016	N/A	Spike's Holding, LLC

Exhibits to Intellectual Property Security Agreement



Trademark	Design	Country	Status	App No.	File Date	Reg No.	Owner
FINISH LINE & New Design (no color)		USA	Registered	87/976751	25-May-2016	5434926	Spike's Holding, LLC
FINISH LINE & New Design (color outline)		USA	Allowed	87/049738	25-May-2016	N/A	Spike's Holding, LLC
FINISH LINE & New Design (color outline)		USA	Registered	87/975623	25-May-2016	5398192	Spike's Holding, LLC
SHOES SO FRESH	N/A	USA	Registered	87/609612	15-Sep-2017	5463512	Spike's Holding, LLC
FINISH LINE YOUTH FOUNDATION and Color Design		USA	Registered	85/861353	2/27/13	5064526	Spike's Holding, LLC
FINISH LINE YOUTH FOUNDATION	N/A	USA	Registered	86435919	10/27/14	4986252	Spike's Holding, LLC

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Trademark Registrations (outside the United States):

TRADEMARK	DESIGN	COUNTRY	STATUS	APP NO.	FILE DATE	REG NO.	REG DATE	OWNER
FINISH LINE and Design		Canada	Registered	1236350	29-Oct-2004	TMA787407	17-Jan-2011	Spike's Holding, LLC
FINISH LINE WINNER'S CIRCLE	N/A	Canada	Allowed	1722007	01-Apr-2015	TBD	TBD	Spike's Holding, LLC
FINISH LINE and Design		Chile	Expired	CLASS 25 APP. NO. 668794 CLASS 25 APP. NO. 668795	07-Dec-2004 12-Jul-2004	CLASS 25 REG#727357 CLASS 25 REG#727358	N/A	Spike's Holding, LLC
FINISH LINE and Design		Chile	Registered	668794	07-Dec-2004	CLASS 25 REG#727357 668795 CLASS 35 REG#727358	10-Jun-2005	Spike's Holding, LLC
FINISH LINE and Design		China (People's Republic)	Registered	4354391	09-Nov-2004	4354391	28-Aug-2008	S. Holding, LLC
FINISH LINE and Design		China (People's Republic)	Registered	4354392	09-Nov-2004	4354392	28-May-2008	S. Holding, LLC
WINNER'S CIRCLE	N/A	China (People's Republic)	Registered	11987682	04-Jan-2013	11987682	07-Feb-2015	Spike's Holding, LLC
FINISH LINE	N/A	China	Filed	TBD	03-Nov-2017	TBD	TBD	Spike's Holding, LLC
FINISH LINE and Design		Costa Rica	Registered	2004-7969	26-Oct-2004	152961	05-Jul-2005	Spikes Holding
FINISH LINE and Design		Costa Rica	Registered	2004-8749	24-Nov-2004	154832	16-Nov-2005	Spikes Holdings
FINISH LINE and Design		Dominican Republic	Registered	2004-86280	26-Oct-2004	145661	15-Jan-2005	Spikes Holding

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TRADEMARK	DESIGN	COUNTRY	STATUS	APP NO.	FILE DATE	REG NO.	REG DATE	OWNER
FINISH LINE and Design		Dominican Republic	Registered	2004-86281	26-Oct-2004	145700	15-Jan-2005	Spikes Holdings
FINISH LINE and Design		Hong Kong	Registered	300306639	25-Oct-2004	300306639	02-Mar-2005	Spike's Holding, LLC
FINISH LINE and Design		Japan	Registered	2005-5048	25-Jan-2005	4878430	08-Jul-2005	Spike's Holding, LLC
FINISH LINE and Design		Lebanon	Registered	100390	06-Dec-2004	100390	06-Dec-2004	Spike's Holding, LLC
FINISH LINE and Design		Mexico	Registered	686027	03-Nov-2004	1170295	27-Jul-2010	Spike's Holding, LLC
FINISH LINE and Design		Mexico	Registered	686028	03-Nov-2004	868963	24-Feb-2005	Spike's Holding, LLC
WINNER'S CIRCLE	N/A	Mexico	Registered	1351089	22-Feb-2013	1492024	14-Nov-2014	Spike's Holding, LLC
FINISH LINE and Design		New Zealand	Registered	720351	22-Oct-2004	720351	12-Jan-2006	Spike's Holding, LLC
FINISH LINE and Design		Panama	Registered	139452-01	10-Dec-2004	139452-01	04-May-2005	Spike's Holding, LLC
FINISH LINE and Design		Panama	Registered	139453-01	10-Dec-2004	139453-01	17-Aug-2005	Spike's Holding, LLC
FINISH LINE and Design		Singapore	Registered	T04/18176D	22-Oct-2004	T04/18176D	22-Oct-2004	Spike's Holding, LLC
FINISH LINE and Design		Switzerland	Registered	57186/2004	21-Oct-2004	528399	07-Dec-2004	Spike's Holding, LLC
FINISH LINE and Design		Turkey	Registered	2005/00398	07-Jan-2005	200500398	07-Jan-2005	Spike's Holding, LLC

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