

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624765

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	JOINDER AND FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Finish Line, Inc.		02/04/2021	Corporation: INDIANA
Spike's Holding, LLC		02/04/2021	Limited Liability Company: INDIANA
Shoe Palace Corporation		02/04/2021	Corporation: CALIFORNIA
Nice Kicks Holdings, LLC		02/04/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	1075 Peachtree Street, NE, Suite 1800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	88703558	STATUS
Registration Number:	6111999	THE FRESH PRESS
Serial Number:	88848305	GLOBAL ACCESS
Serial Number:	90375919	STATUS
Registration Number:	3320949	SP SHOE PALACE
Registration Number:	4225171	NICE KICKS

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1324652
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	02/05/2021
Total Attachments: 9 source=Scan#page3.tif source=Scan#page4.tif source=Scan#page5.tif source=Scan#page6.tif source=Scan#page7.tif source=Scan#page8.tif source=Scan#page9.tif source=Scan#page10.tif source=Scan#page11.tif	

**JOINDER AND FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Joinder and First Amendment to Intellectual Property Security Agreement (this “First Amendment”) is made as of February 4, 2021 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 an “Existing Grantor” and, collectively, as the “Existing Grantors”), Shoe Palace Corporation, a California corporation (“Shoe Palace”), Nice Kicks Holdings, LLC, a Texas limited liability company (“Nice Kicks”, and together with Shoe Palace, individually, a “New Grantor”, and collectively, the “New Grantors”, and together with the Existing Grantors, individually, a “Grantor”, and collectively, 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, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by, among others, Existing Grantors, the Lenders party thereto from time to time, and the Agent; and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of June 18, 2018 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”), by and among the Existing Grantors and the Agent, pursuant to which, among other things, such Existing Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest and to the IP Collateral (as defined therein); and

WHEREAS, each of the New Grantors has joined the Credit Agreement and certain Other Documents pursuant to, among other things, that certain Joinder Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Joinder”), by, among others, Existing Grantors, the Lenders party thereto from time to time, and the Agent;

WHEREAS, pursuant to the Credit Agreement, each New Grantor is required to join the IP Security Agreement as a “Grantor” thereunder; and

WHEREAS, the Grantors have advised the Agent that certain of the Grantors have acquired additional IP Collateral;

WHEREAS, each New Grantor desires to join the IP Security Agreement, and the Grantors and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Joinder to IP Security Agreement.
 - (a) In furtherance and as confirmation of the security interest granted by the New 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 New 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 New Grantor in and to the IP Collateral of such New Grantor.
 - (b) Each New Grantor hereby (a) joins in the execution of, and becomes a party to, the IP Security Agreement, (b) agrees that such New Grantor shall, for all purposes, be deemed to be a "Grantor" under the IP Security Agreement, and (c) agrees that such New Grantor is bound by all representations, warranties, covenants, agreements, liabilities and obligations of the Grantors under the IP Security Agreement and all related documents, in each case, with the same force and effect as if such New Grantor was a signatory to the IP Security Agreement and such related documents and was expressly named therein.
3. Amendment to Exhibit A. **EXHIBIT A** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT A-1** attached hereto.
4. Amendment to Exhibit B. **EXHIBIT B** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT B-1** attached hereto.
5. Amendment to Exhibit C. **EXHIBIT C** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT C-1** attached hereto.
6. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor (including each New Grantor) hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the IP Collateral described on Exhibits A-1, B-1 and C-1

attached hereto) shall continue to secure the Secured Obligations. Each Grantor further acknowledges and agrees that such Grantor does not have any knowledge of any offsets, defenses, or counterclaims against the Agent or any other Secured Party.

7. Counterparts. This First Amendment 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.
8. Governing Law. This First Amendment, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law, or otherwise) shall be governed and construed in accordance with the law of the State of New York.

[signature pages follow]


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: Mark Clark
Title: Secretary

SPIKE'S HOLDING, LLC

By: 
Name: Mark Clark
Title: Secretary

SHOE PALACE CORPORATION

By: _____
Name: George Mersho
Title: Chief Executive Officer, President,
Secretary and Chief Financial Officer

NICE KICKS HOLDINGS, LLC

By: _____
Name: George Mersho
Title: Authorized Signatory

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: Mark Clark
Title: Secretary

SPIKE'S HOLDING, LLC

By: _____
Name: Mark Clark
Title: Secretary

SHOE PALACE CORPORATION

By: _____
Name: George Mersho
Title: Chief Executive Officer, President,
Secretary and Chief Financial Officer

NICE KICKS HOLDINGS, LLC

By: _____
Name: George Mersho
Title: Authorized Signatory

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Heath Hayes

Title: Vice President

Signature Page to Joinder and First Amendment to Intellectual Property Security Agreement

TRADEMARK
REEL: 007182 FRAME: 0034

EXHIBIT A-1

Copyright Registrations

None.


EXHIBIT B-1
Patent Registrations


None.

EXHIBIT C-1





Trademark Registrations

Trademark Registrations (United States)

<u>Trademark</u>	<u>Design</u>	<u>Country</u>	<u>Status</u>	<u>App No.</u>	<u>File Date</u>	<u>Reg No.</u>	<u>Owner</u>
STATUS	N/A	USA	Allowed	88/703558	22-Nov-2019	N/A	Spike's Holding, LLC
THE FRESH PRESS	N/A	USA	Registered	88/706777	26-Nov-2019	6111999	Spike's Holding, LLC
GLOBAL ACCESS	N/A	USA	Allowed	88/848305	26-Mar-2020	N/A	Spike's Holding, LLC
STATUS & Design		USA	Filed	90/375919	11-Dec-2020	N/A	Spike's Holding, LLC

<u>Trademark</u>	<u>Design</u>	<u>Country</u>	<u>Status</u>	<u>App No.</u>	<u>File Date</u>	<u>Reg No.</u>	<u>Owner</u>
SP SHOE PALACE (stylized)		USA	Registered	78789198	11-Jan-2006	3320949	Shoe Palace Corporation
NICE KICKS		USA	Registered	85552288	Feb-24-2012	4225171	Nice Kicks Holdings, LLC

Trademark Registrations (outside the United States):

<u>Trademark</u>	<u>Design</u>	<u>Country</u>	<u>Status</u>	<u>App No.</u>	<u>File Date</u>	<u>Reg No.</u>	<u>Owner</u>
FINISH LINE and Design		Chile	Registered	1139680	20-Jan-2015	1159433	Spike's Holding, LLC
FINISH LINE and Design		Singapore	Registered	T04/18176 D	22-Oct-2004	T04/18176D	Spike's Holding, LLC
FINISH LINE and Design		Switzerland	Registered	57186/2004	21-Oct-2004	528399	Spike's Holding, LLC
FINISH LINE and Design		Turkey	Registered	2005/00398	07-Jan-2005	200500398	Spike's Holding, LLC