

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662795

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE FINISH LINE, INC.		07/26/2021	Corporation: INDIANA
SPIKE'S HOLDING, LLC		07/26/2021	Limited Liability Company: INDIANA
SHOE PALACE CORPORATION		07/26/2021	Corporation: CALIFORNIA
NICE KICKS HOLDINGS, LLC		07/26/2021	Limited Liability Company: TEXAS
DTLR, INC.		07/26/2021	Corporation: MARYLAND
SNEAKER VILLA, INC.		07/26/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3439397	BASKETBALL BUC\$
Registration Number:	2910244	DTLR
Registration Number:	4600171	DTLR RADIO
Registration Number:	2993764	YOUR FASHION ... YOUR LIFESTYLE!
Registration Number:	4553489	HOME SEWN
Registration Number:	4553488	HOME SEWN
Registration Number:	4720661	WWW.RUVILLA.COM
Registration Number:	3588267	VILLA JOIN THE MOVEMENT
Registration Number:	4392327	SNEAKER VILLA
Registration Number:	4712920	SNEAKER VILLA
Registration Number:	4561270	DH DENIM HOUSE CRAFTED TO PERFECTION
Registration Number:	4717302	NO BOYS ALLOWED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4717301	NO BOYS ALLOWED
Registration Number:	4723686	BELOW THE WAIST
Registration Number:	5202656	I MATTER!
Serial Number:	90055813	DARE TO LIVE RIGHT

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 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1426562
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	07/27/2021

Total Attachments: 10
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**JOINDER AND SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Joinder and Second Amendment to Intellectual Property Security Agreement (this “Second Amendment”) is made as of July 26, 2021 by and among The Finish Line, Inc., an Indiana corporation (“FINL”), Spike’s Holding, LLC, an Indiana limited liability company (“Spike’s”), Shoe Palace Corporation, a California corporation (“Shoe Palace”), Nice Kicks Holdings, LLC, a Texas limited liability company (“Nice Kicks”; FINL, Spike’s, Shoe Palace and Nice Kicks are hereinafter referred to, individually, as an “Existing Grantor” and, collectively, as the “Existing Grantors”), DTLR, Inc., a Maryland corporation (“DTLR”), Sneaker Villa, Inc., a Delaware corporation (“Sneaker Villa”, and together with DTLR, 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 Second 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.

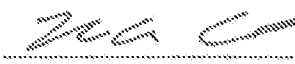
7. Counterparts. This Second Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.
8. Governing Law. This Second 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]

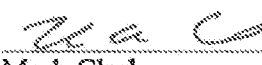
IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

THE FINISH LINE, INC.

By: 
Name: Mark Clark
Title: VP/General Counsel/Secretary

SPIKE'S HOLDING, LLC

By: 
Name: Mark Clark
Title: Secretary

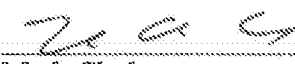
SHOE PALACE CORPORATION

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

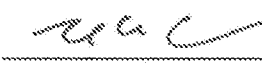
NICE KICKS HOLDINGS, LLC

By: _____
Name: George Mersho
Title: Authorized Signatory

DTLR, INC.

By: 
Name: Mark Clark
Title: Secretary

SNEAKER VILLA, INC.

By: 
Name: Mark Clark
Title: Secretary

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: VP/General Counsel/Secretary

SPIKE'S HOLDING, LLC

By: _____
Name: Mark Clark
Title: Secretary

SHOE PALACE CORPORATION

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

NICE KICKS HOLDINGS, LLC

By: _____
Name: George Mersho
Title: Authorized Signatory

DTLR, INC.

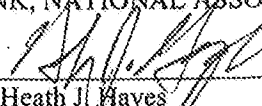
By: _____
Name: Mark Clark
Title: Secretary

SNEAKER VILLA, INC.

By: _____
Name: Mark Clark
Title: Secretary

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Heath J. Hayes
Title: Vice President

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



TRADEMARK
REEL: 007365 FRAME: 0482

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>
BASKETBALL BUC\$		USA	Registered	77182483	5/16/2007	3439397	DTLR, INC.
DTLR		USA	Registered	76570028	12/22/2003	2910244	DTLR, INC.
DTLR RADIO		USA	Registered	86097113	10/21/2013	4600171	DTLR, INC.
YOUR FASHION... YOUR LIFESTYLE!		USA	Registered	76570027	12/22/2003	2993764	DTLR, INC.

<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>
DARE TO LIVE RIGHT		USA	Registered	90055813	7/16/2020	N/A	DTLR, INC.
HOME SEWN		USA	Registered	85850242	2/14/2013	4553489	Sneaker Villa, Inc.
HOME SEWN		USA	Registered	85850228	2/14/2013	4553488	Sneaker Villa, Inc.
www.ruvilla.com		USA	Registered	85850218	2/14/2013	4720661	Sneaker Villa, Inc.
VILLA JOIN THE MOVEMENT		USA	Registered	77311646	10/23/2007	3588267	Sneaker Villa, Inc.
SNEAKER VILLA		USA	Registered	85851283	2/15/2013	4392327	Sneaker Villa, Inc.
SNEAKER VILLA		USA	Registered	85815023	1/3/2013	4712920	Sneaker Villa, Inc.
DENIM HOUSE CRAFTED TO PERFECTION		USA	Registered	85917320	4/29/2013	4561270	Sneaker Villa, Inc.
NO BOYS ALLOWED		USA	Registered	86055551	9/4/2013	4717302	Sneaker Villa, Inc.
NO BOYS ALLOWED		USA	Registered	86055538	9/4/2013	4717301	Sneaker Villa, Inc.
BELOW THE WAIST	BELOW THE WAIST 	USA	Registered	86393712	9/12/2014	4723686	Sneaker Villa, Inc.
		USA	Registered	86786681	10/13/2015	5202656	Sneaker Villa, Inc.

Trademark Registrations (outside the United States):

None.

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