

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Finish Line, Inc.		09/24/2021	Corporation: INDIANA
Spikes Holding, LLC		09/24/2021	Limited Liability Company: INDIANA
Shoe Palace Corporation		09/24/2021	Corporation: CALIFORNIA
DTLR, Inc.		09/24/2021	Corporation: MARYLAND
Sneaker Villa, Inc.		09/24/2021	Corporation: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Serial Number:	88981704	GLOBAL ACCESS	
Serial Number:	90533669	://B0TFR33	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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:	1548492		
NAME OF SUBMITTER:	Janet S. Wamsley		

OP \$65.00 88981704

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	12/10/2021
Total Attachments: 7 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	

**THIRD AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of September 24, 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"), DTLR, Inc., a Maryland corporation ("DTLR"), Sneaker Villa, Inc., a Delaware corporation ("Sneaker Villa", and together with FINL, Spike's, Shoe Palace and DTLR, 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, 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 Grantors and the Agent, pursuant to which, among other things, the 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, the Grantors have advised the Agent that certain of the Grantors have acquired additional IP Collateral;

WHEREAS, the Grantors and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this 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. Release of Nice Kicks. Subject to the occurrence of the Fourth Amendment Effective Date, the parties hereto acknowledge and agree that Nice Kicks Holdings, LLC, a Texas limited liability company ("Nice Kicks") and previously a Grantor under the IP Security Agreement, shall be removed from the IP Security Agreement as a Grantor and released as a Grantor under and subject to the IP Security Agreement.

3. Amendments 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. **EXHIBIT C** to the IP Security Agreement is hereby further amended by removing therefrom the Trademark set forth on **EXHIBIT C-2** attached hereto (such Trademark, the “Released Grantor Trademark”).
4. 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 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 Exhibit C-1 attached hereto, but excluding the Released Grantor Trademark) 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.
5. Counterparts. This 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.
6. Governing Law. This 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 Menzies
Title: Chief Executive Officer, President,
Secretary and Chief Financial Officer

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 Third Amendment to Intellectual Property Security Agreement