

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Fourth Amendment to IPSA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Finish Line, Inc		09/29/2023	Corporation: INDIANA
Spike's Holding, LLC		09/29/2023	Limited Liability Company: INDIANA
Shoe Palace Corporation		09/29/2023	Corporation: CALIFORNIA
DTLR, Inc.		09/29/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as agent		
Street Address:	500 First Ave, 4th FL (P7-PFSC-04-L)		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	98134981	SHOE PALACE	
Serial Number:	98126080	SHOE PALACE	
Serial Number:	98041574	SACRÉ	
Serial Number:	98041567	MAISON ARTICLE	
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:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2143921		
NAME OF SUBMITTER:	Janet S. Wamsley		

OP \$115.00 98134981

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	10/03/2023
Total Attachments: 6 source=Finish Line - Fourth Amendment to IPSA#page2.tif source=Finish Line - Fourth Amendment to IPSA#page3.tif source=Finish Line - Fourth Amendment to IPSA#page4.tif source=Finish Line - Fourth Amendment to IPSA#page5.tif source=Finish Line - Fourth Amendment to IPSA#page6.tif source=Finish Line - Fourth Amendment to IPSA#page7.tif	

**FOURTH AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Fourth Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of September 29, 2023 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 (individually and as successor by merger to Sneaker Villa, Inc., a Delaware corporation) ("DTLR", and together with FINL, Spike's and Shoe Palace, 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, and as the same may be further 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. Amendments to IP Security Agreement. The IP Security Agreement is hereby amended as follows:
 - (a) Section 1.2 of the IP Security Agreement is hereby amended by amending and restating the definition of "Secured Obligations" to read in its entirety as follows:

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement), the Guaranteed Obligations (as defined in that certain Guaranty dated as of the Closing Date by the Guarantors party thereto in favor of Agent and the other Secured Parties (as amended, restated, supplemented or otherwise modified and in effect from time to time)), and the Guaranteed Obligations (or any similar term) (as defined in each other Guaranty as to which a U.S. Borrower or U.S. Guarantor is a party).


- (b) **EXHIBIT C** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT C-1** attached hereto.
3. 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) 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.
4. 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.
5. 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: Senior Vice President, General Counsel, and 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

DTLR, 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: Senior Vice President, General Counsel, and Secretary

SPIKE'S HOLDING, LLC

By: _____
Name: Mark Clark
Title: Secretary

SHOE PALACE CORPORATION

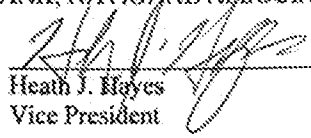
By: _____
Name: George Mersho
Title: Chief Executive Officer, President, Chief Financial Officer, and Secretary

DTLR, INC.

By: _____
Name: Mark Clark
Title: Secretary

AGENT:

PNC BANK, NATIONAL ASSOCIATION

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


Signature Page to Fourth Amendment to Intellectual Property Security Agreement

TRADEMARK
REEL: 008215 FRAME: 0769

EXHIBIT C-1

Additional Trademark Registrations

Trademark Registrations (United States):

Trademark	Country	Status	App. No.	File Date	Reg. No.	Owner
SHOE PALACE	USA	Filed	98134981	8/16/2023		Shoe Palace Corporation
SHOE PALACE and Design 	USA	Filed	98126080	8/10/2023		Shoe Palace Corporation
SACRE	USA	Filed	98041574	6/14/2023		Shoe Palace Corporation
MAISON ARTICLE	USA	Filed	98041567	6/14/2023		Shoe Palace Corporation

Trademark Registrations (outside the United States):

None.

3696117.4