

9-10-99

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09-13-1999



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101144321

To the Honorable Commissioner of P.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Venator Group, Inc.
233 Broadway
New York, NY 10279-0003

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 16, 1999

2. Name and address of receiving party(ies)

Name: The Bank of New York,
Internal Address: as Administrative Agent
Street Address: One Wall Street
City: New York State: NY ZIP: 10286

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designator is attached? Yes No
(Designators must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached.

B. Trademark Registration No.(s)

Please see attached.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jackie Lee
Internal Address: _____
Access Information Services
Street Address: 1773 Western Avenue
P.O. Box 3709
City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/13/1999 DATES 00000039 74010400

DO NOT USE THIS SPACE

01 F:481 40.00 (P)
02 F:482 175.00 (P)

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

7-6-99
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

**U.S TRADEMARK
REGISTRATIONS AND APPLICATIONS**

VENATOR GROUP, INC.

Owner Trademark Report by Mark
 Country: US
 Status: ACTIVE

Printed: 6/28/99 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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TEAM EDITION

UNITED STATES	T00500US0	12/13/89	74/010,400	11/12/91	1,664,188	REGISTERED	25
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VENATOR

UNITED STATES	T01344US0			8/1/95	1,908,357	REGISTERED	13
UNITED STATES	T01344US1			8/1/95	1,908,545	REGISTERED	25

VENATOR GROUP

UNITED STATES	T01331US0	3/30/98	75/459,125			PENDING	35
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VENATOR GROUP (STYLIZED)

UNITED STATES	T01332US0	3/31/98	75/459,993			PENDING	35
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Country: US

Status: ACTIVE

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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EMPLOY ABILITY

UNITED STATES	T00209US0	2/4/93	74/355,675	10/3/95	1,924,582	REGISTERED	16
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W DESIGN

UNITED STATES	T00558US0	4/6/90	74/046,625	12/31/91	1,670,309	REGISTERED	25
UNITED STATES	T00558US1	7/21/93	74/414,863	4/26/94	1,832,886	REGISTERED	35

END OF REPORT

TRADEMARK SECURITY AGREEMENT

WHEREAS, VENATOR GROUP, INC., a New York corporation (herein referred to as "**Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Venator Group, Inc., its Subsidiaries party thereto, the banks party thereto, the co-agents party thereto, Bank of America National Trust & Savings Association, as Documentation Agent, The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank and the Lead Arrangers party thereto are parties to a Second Amended and Restated Credit Agreement dated as of April 9, 1997 and amended and restated as of March 19, 1999 (as amended or amended and restated from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of a related Security Agreement dated as of June 16, 1999 (as amended from time to time, the "**Security Agreement**") among Venator Group, Inc., its Subsidiaries party thereto and The Bank of New York, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in and to the assets of Grantor specified therein, including all right, title and interest of Grantor in and to the Patent Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each U.S. Trademark registration and application referred to in Schedule 1 hereto, and the goodwill of the business symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto; and


(iii) all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Trademark Collateral described in clauses (i) and (ii), including without limitation all claims against third parties for loss of, damage to or destruction of, or any past, present or future dilution, infringement or unauthorized use of, unfair competition with, or violation of intellectual property rights in connection with or injury to, any such collateral or for injury to the goodwill associated with any of the foregoing, in each case whether now existing or hereafter arising.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as an Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which is permitted under the Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16th day of June, 1999.

VENATOR GROUP, INC.

By: 
Name: John H. Cannon
Title: Vice-President and Treasurer

Acknowledged:

THE BANK OF NEW YORK,
as Administrative Agent


By: 
Name: Howard Bascom
Title: Vice-President

STATE OF NEW YORK)) ss.:
COUNTY OF NEW YORK)

I, Sheilagh M Clarke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John H. Cannon, Vice-President and Treasurer of Venator Group, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such John H. Cannon, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 17th day of June, 1999.

[Seal]


Signature of notary public
My Commission expires May 31, 2001

SHEILAGH M. CLARKE
Notary Public, State of New York
No. 01CL4739218
Qualified in New York County
Commission Expires May 31, 2001

SCHEDULE 1

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END OF REPORT

VENATOR GROUP, INC.

EXCLUSIVE TRADEMARK LICENSES

None.