09-13-1999

FORM PTO-1594 (Rev. 6-93) 9-10-99 RECC EET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Eastbay, Inc.
233 Broadway
New York, NY 10279-0003

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

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

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 designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: June 16, 1999

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: 19

7. Total fee (37 CFR 3.41).....$ 490.00

☒ 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 DCDATES 00000046 73761501

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 450.00 OP

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 o 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

EASTBAY, INC.

Owner Trademark Report by Mark
Country: US
Status: ACTIVE

Printed: 6/28/99

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
EAST BAY GEAR EBG							
UNITED STATES	T01137US0	11/2/88	73/761,501	9/26/89	1,558,121	REGISTERED	25
COMMANDER K							
UNITED STATES	T01140US0	2/18/94	74,491,764	10/10/95	1,926,721	REGISTERED	42
E (AND DESIGN)							
UNITED STATES	T01136US0	6/1/95	74/682,802			PENDING	18,22,25
UNITED STATES	T01136US1	1/11/94	74/479,315	9/26/95	1,923,060	REGISTERED	42
EASTBAY							
UNITED STATES	T01135US0	6/1/95	74/682,808	3/12/96	1,962,110	REGISTERED	18,22,25 28
UNITED STATES	T01135US1	12/15/83	73/457,155	11/6/84	1,304,300	REGISTERED	42
FINAL SCORE (AND DESIGN)							
UNITED STATES	T01142US0	12/29/92	74/344,132	4/19/94	1,832,186	REGISTERED	16
JUST ADD DESIRE							
UNITED STATES	T01144US0	3/26/92	74/372,291	7/4/95	1,903,856	REGISTERED	42
PACESETTER							
UNITED STATES	T01145US0	5/31/95	74/682,713	9/9/97	2,095,641	REGISTERED	25
PURSUIT							
UNITED STATES	T01146US0	5/22/95	74/677,938	6/17/97	2,072,409	REGISTERED	25
QUEST							
UNITED STATES	T01147US0	5/22/95	74/677,937			PENDING	25
R VILLAGE DIRECT							
UNITED STATES	T01320US0	2/9/98	75/431,232			ALLOWED	35
R VILLAGE DIRECT (STYLIZED)							
UNITED STATES	T01319US1	2/9/98	75/431,233			ALLOWED	35
SAM DUNK							
UNITED STATES	T01148US0	12/12/94	74/609,379			ALLOWED	25
SMASH MOUTH							
UNITED STATES	T01149US0	12/12/94	74/609,379	2/3/98	2,134,757	REGISTERED	25
SPEED DEMON							
UNITED STATES	T01150US0	2/18/94	74/492,131	10/10/95	1,926,722	REGISTERED	42
SPIKE							
UNITED STATES	T01151US0	12/12/94	74/609,699			ALLOWED	25

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SUMMIT							
UNITED STATES	T01152US0	5/22/95	74/677,939			PENDING	25
THE ATHLETIC SPORTSOURCE							
UNITED STATES	T01153US0	2/3/94	74/486,137	9/26/95	1,922,621	REGISTERED	42

END OF REPORT TOTAL ITEMS SELECTED = 19

TRADEMARK SECURITY AGREEMENT

WHEREAS, EASTBAY, INC, a Wisconsin 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.

EASTBAY, 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 Eastbay, 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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EASTBAY, INC.

EXCLUSIVE TRADEMARK LICENSES

None.