

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apache Minnesota Thom McAn, Inc.		05/07/2004	CORPORATION: MINNESOTA

## RECEIVING PARTY DATA

Name:	FL Retail Operations, LLC
Street Address:	112 West 34th Street
City:	112 West 34th Street
State/Country:	NEW YORK
Postal Code:	10120
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76034826	1 SPOT
Serial Number:	78306525	FA
Serial Number:	78296624	GET IN THE ACTION
Registration Number:	2661808	COOL BRANDS HOT PRICES
Registration Number:	2384989	FA
Registration Number:	2750344	FA USA
Registration Number:	2506437	FIRST. FAST. BEST.
Registration Number:	2192188	FOOTACTION
Registration Number:	2346575	FOOTACTION STAR CARD
Registration Number:	1776875	FOOTACTION USA
Registration Number:	2506473	WE GOT IT. THEY DON'T.

## CORRESPONDENCE DATA

Fax Number: (212)720-4116

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*TRADEMARK  
REEL: 002897 FRAME: 0973

CH \$290.00 76034826

Phone: 2127204003  
Email: tbombata@footlocker.com  
Correspondent Name: Tracy Bombata  
Address Line 1: 112 West 34th Street  
Address Line 2: Foot Locker, Inc.  
Address Line 4: New York, NEW YORK 10120

NAME OF SUBMITTER:

Tracy Bombata

Total Attachments: 4

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## **TRADEMARK ASSIGNMENT**

***(Apache as Assignor)***

**THIS TRADEMARK ASSIGNMENT** ("**Assignment**"), dated as of May 7, 2004, is made by and between Apache Minnesota Thom McAn, Inc., a corporation organized under the laws of the State of Minnesota, with a principal place of business at 1 Crosfield Avenue, West Nyack, New York ("**Assignor**") and FL Retail Operations LLC, a New York limited liability company, with a principal place of business at 112 West 34th Street, New York, New York ("**Assignee**").

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement as amended (the "**Asset Purchase Agreement**"), dated April 13, 2004, by and among Footstar, Inc., its Subsidiaries set forth on the signature page thereto, FL Specialty Operations LLC, FL Retail Operations LLC, Foot Locker Stores, Inc., and Foot Locker Retail, Inc., and Foot Locker, Inc., solely for the purposes of Sections 6.6, 6.8, 6.9, and 13.10 of the Agreement, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee the trademark registrations and applications for trademark registration listed on Schedule A (the "**Assigned Trademarks**"); and

**WHEREAS**, Assignee desires to acquire, and Assignor is willing to assign, the Assigned Trademarks.

**NOW, THEREFORE**, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, its entire right, title and interest in and to the Assigned Trademarks throughout the world together with the goodwill connected with and symbolized by the Assigned Trademarks, free and clear of all Liens to the maximum extent provided in the Sale Order, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any State of the United States or applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.
3. Assignor shall upon reasonable request by Assignee (or its successors, assigns or legal representatives): (i) execute all necessary oaths, assignments, powers of

attorney and any other papers; and (ii) at the expense of Assignee, otherwise reasonably cooperate with Assignee (or its successors, assigns or legal representatives), in connection with perfecting Assignee's title, or securing, maintaining and enforcing Assignee's rights to the Assigned Trademarks.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
5. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

APACHE MINNESOTA THOM MCAN, INC.

By: Maureen Richards

Name: Maureen Richards

Title: Senior Vice President, General Counsel and  
Corporate Secretary

**ATTESTATION OF WITNESS.**

I, Marc G. Schuback, whose full post office address is c/o Footstar, Inc., One Crosfield Avenue, West Nyack, New York 10994, was personally present and did see Maureen Richards, who is personally known to me, execute the above assignment.

Marc G. Schuback

FL RETAIL OPERATIONS LLC

By: Robert W. McHugh

Name: Robert W. McHugh

Title: Vice President

**ATTESTATION OF WITNESS.**

I, Randolph Brodwin, whose full post office address is c/o Foot Locker, Inc., 112 West 34th Street, New York, New York 10120, was personally present and did see Robert W. McHugh, who is personally known to me, execute the above assignment.

Randolph Brodwin

## SCHEDULE A

United States	1 SPOT	76-034826		Apache Minnesota Thom McAn, Inc.
United States	COOL BRANDS HOT PRICES	76-209859	2661808	Apache Minnesota Thom McAn, Inc.
United States	FA & Design	75-654543	2384989	Apache Minnesota Thom McAn, Inc.
United States	FA & Star Design	78-306525		Apache Minnesota Thom McAn, Inc.
United States	FA USA & Design	78-127876	2750344	Apache Minnesota Thom McAn, Inc.
United States	FIRST. FAST. BEST.	76-1638	2506437	Apache Minnesota Thom McAn, Inc.
Australia	FOOTACTION	952565	952565	Apache Minnesota Thom McAn, Inc.
New Zealand	FOOTACTION	678063	678063	Apache Minnesota Thom McAn, Inc.
New Zealand	FOOTACTION	678064	678064	Apache Minnesota Thom McAn, Inc.
United States	FOOTACTION	75-330479	2192188	Apache Minnesota Thom McAn, Inc.
United States	FOOTACTION STAR CARD	75-544294	2346575	Apache Minnesota Thom McAn, Inc.
United States	FOOTACTION USA & Design	74-313175	1776875	Apache Minnesota Thom McAn, Inc.
United States	GET IN THE ACTION	78-296624		Apache Minnesota Thom McAn, Inc.
United States	WE GOT IT. THEY DON'T.	76-167154	2506473	Apache Minnesota Thom McAn, Inc.