

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

FL Retail Operations LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other: **New York Limited Liability Company**

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

2. Name and Address of receiving party(ies)

**The Bank of New York, as
Administrative Agent
One Wall Street
New York, NY 10286**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- 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: **August 2, 2004**

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

A. Trademark Application No(s).

See Attached

B. Trademark Registration No(s).

See Attached

Additional numbers attached? Yes No

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

**Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **25**

7. Total fee (37 CFR 3.41) **\$640**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 615600/16)

8. Deposit Account No. **19-2385**

Authorized User Name **Faith C. Robinson**

DO NOT USE THIS SPACE

9. Signature.

Elaine D. Ziff

Name



Signature

August 17, 2004

Date

Total number of pages including cover sheet, attachments, and document: **9**

CH \$640.00 192385 76034826

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CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
76034826	1453696
78306525	2464311
78296624	2494940
78172843	2685241
78107268	2549241
76593468	2559547
	2661808
	2384989
	2750344
	2506437
	2192188
	2346575
	1776875
	2449326
	2488855
	2024984
	2832115
	2748759
	2506473

TRADEMARK SECURITY AGREEMENT

WHEREAS, FL RETAIL OPERATIONS LLC, a New York Limited Liability Company (herein referred to as “**Grantor**”) owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Foot Locker, Inc., its Subsidiaries party thereto, the banks from time to time party thereto, The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank, Banc of America Securities LLC and BNY Capital Markets, Inc. as Joint Lead Arrangers and Book Runners, the Co-Syndication Agents party thereto, and the Co-Documentation Agents party thereto are parties to a Fifth Amended and Restated Credit Agreement dated as of April 9, 1997 and amended and restated as of May 19, 2004 (as amended or amended and restated from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of a related Amended and Restated Security Agreement dated as of May 19, 2004 (as amended from time to time, the “**Security Agreement**”) among Foot Locker 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 ratable 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 Trademark Collateral, whether now owned or existing or hereafter acquired or arising, to secure the full and punctual payment of 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 full and punctual payment of 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 2nd day of August 2004

FL RETAIL OPERATIONS LLC

By: Peter D Brown
Name: Peter D. Brown
Title: Vice President and Treasurer
Address: 112 West 34th Street,
New York, New York 10120

Acknowledged:

THE BANK OF NEW YORK, as
Administrative Agent

By: _____
Name:
Title:
Address: One Wall Street,
New York, NY 10286

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 Peter D. Brown, Vice President and Treasurer of FL Retail Operations LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Treasurer, 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 2nd day of August 2004.

[Seal]

Sheilagh M. Clarke
Signature of notary public
My Commission expires

SHEILAGH M. CLARKE
Notary Public, State of New York
No. 01CL4739218
Qualified in New York County
Commission Expires May 31, 2007

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of August 2004.

FL RETAIL OPERATIONS LLC

By: _____
Name: Peter D. Brown
Title: Vice President and Treasurer
Address: 112 West 34th Street,
New York, New York 10120

Acknowledged:

THE BANK OF NEW YORK, as
Administrative Agent

By: *Randolph E.J. Medrano*
Name: Randolph E.J. Medrano
Title: Vice President
Address: One Wall Street,
New York, NY 10286

Schedule I
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1,453,696	08/18/1987	Action Lady
2,464,311	06/26/2001	Action Lights
2,494,940	10/02/2001	Bettyz
2,685,241	02/11/2003	Bettyz
2,549,241	03/19/2002	Brick City
2,559,547	04/09/2002	Brick City
2,661,808	12/17/2002	Cool Brands Hot Prices
2,384,989	09/12/2000	FA & Design
2,750,344	08/12/2003	FA USA & Design
2,506,437	11/13/2001	First.Fast.Best
57391 (Texas Reg.)	12/15/1997	Footaction
2,192,188	09/29/1998	Footaction
2,346,575	05/02/2000	Footaction Star Card
57392 (Texas Reg.)	12/15/1997	Footaction USA
1,776,875	06/15/1993	Footaction USA and Design
2,449,326	05/08/2001	Howzit
2,488,855	09/11/2001	Howzit
2,024,984	12/24/1996	Players University
2,832,115	04/13/2004	PU
2,748,759	08/05/2003	Push or get Pulled
800,119,490	08/26/2002	Uprise
2,506,473	11/13/2001	We got it. They don't.

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
76-034,826	04/26/2004	1 Spot
78-306,525	09/29/2003	FA & Design
78-296,624	09/05/2003	Get in the Action
78-172,843	10/10/2002	Go all the Way
78-107,268	02/06/2002	The Street Starts Here
76-593,468	05/21/2004	Footaction USA (and design)

EMARK LICENSES

None.