

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):  
**Foot Locker Retail, Inc.**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation: **New York**  
 Other  
 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**

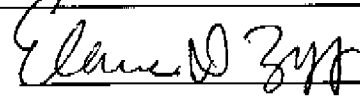
4. Application number(s) or registration number(s):  
 A. Trademark Application No(s).  
**See Attached**

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: **93**  
 7. Total fee (37 CFR 3.41) **\$2,340**  
 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  August 17, 2004  
 Name Signature Date  
 Total number of pages including cover sheet, attachments, and document: 12

CH \$2340.00 192385 78414956

Page 2

**CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers**

A. Trademark Application No(s).	B. Trademark Registration No(s).
78414956	2145191
76591686	1473621
78414932	796002
78128995	1407127
78309009	1539809
78310136	2542354
78153636	1325823
78251896	1454322
76581478	1798689
78263460	1798787
78172018	1178276
78128998	1305894
78156011	1126857
78251908	2145192
78310130	2682492
76528515	1032592
78251916	1061754
76952447	2199743
78273075	1587167
	2554892
	1562804
	1899341
	2485367
	1549579
	1028019
	1376373
	2199745
	2257615
	2554889
	2648479
	2327231

	<b>1357349</b>
	<b>1591435</b>
	<b>1588443</b>
	<b>1927299</b>
	<b>2211146</b>
	<b>1839747</b>
	<b>1864412</b>
	<b>1545925</b>
	<b>1293487</b>
	<b>1297167</b>
	<b>1273670</b>
	<b>796781</b>
	<b>1905071</b>
	<b>1858267</b>
	<b>1858172</b>
	<b>1769689</b>
	<b>1557357</b>
	<b>1592088</b>
	<b>1519330</b>
	<b>1477864</b>
	<b>1471492</b>
	<b>1470741</b>
	<b>1470717</b>
	<b>1463504</b>
	<b>1415891</b>
	<b>1399942</b>
	<b>1373980</b>
	<b>1386075</b>
	<b>1348735</b>
	<b>1319489</b>
	<b>1364567</b>
	<b>1442168</b>
	<b>1281933</b>
	<b>1294487</b>
	<b>1281651</b>

	<b>1275565</b>
	<b>1297085</b>
	<b>1273645</b>
	<b>1309075</b>
	<b>1278091</b>
	<b>831090</b>
	<b>777436</b>
	<b>768820</b>

## TRADEMARK SECURITY AGREEMENT

WHEREAS, FOOT LOCKER RETAIL, 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, 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 2<sup>nd</sup> day of August 2004.

FOOT LOCKER RETAIL, INC.

By: Peter D Brown  
Name: Peter D. Brown  
Title: Vice President and Treasurer  
Address: 112 West 34th Street,  
New York, NY 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 Foot Locker Retail, Inc., 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 2<sup>nd</sup> 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 2<sup>nd</sup> day of August 2004.

FOOT LOCKER RETAIL, INC.


By: \_\_\_\_\_

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

Acknowledged:

THE BANK OF NEW YORK, as  
Administrative Agent

By: \_\_\_\_\_

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

Schedule 1  
to Trademark  
Security Agreement

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
2,145,191	03/17/1998	ACTRA
1,473,621	01/19/1988	America's Most Complete Athletic Footwear Store
796,002	09/14/1965	Canvees (stylized letters)
1,407,127	08/26/1986	Champs
1,539,809	05/16/1989	Champs Sports
2,542,354	02/26/2002	Champssports.com
1,325,823	03/19/1985	Colorado
1,454,322	08/25/1987	Colorado
1,798,689	10/12/1993	Colorado (and Design)
1,798,787	10/12/1993	Colorado (and Design)
1,178,276	11/17/1981	Colorado (and Design)
1,305,894	11/20/1984	Colorado Sports (and Design)
1,126,857	11/20/1979	Foot Locker
2,145,192	03/17/1998	Foot Locker Femme
2,682,492	02/04/2003	Foot Locker (and Stripes Design)
1,032,592	02/03/1976	Foot Locker (Stylized)
1,061,754	03/22/1977	Foot Locker
2,199,743	10/27/1998	Foot Locker Direct
1,587,167	03/13/1990	Foot Locker Slam Fest (and Design)
2,554,892	04/02/2002	Footlocker.com
1,562,804	10/24/1989	Kids Foot Locker
1,899,341	06/13/1995	Kids Foot Locker
2,485,367	09/04/2001	Kidsfootlocker.com
1,549,579	07/25/1989	Kinney
1,028,019	12/23/1975	Kinney (Stylized)
1,376,373	12/17/1985	Lady Foot Locker
2,199,745	10/27/1998	Lady Foot Locker
2,257,615	06/29/1999	Lady Foot Locker Sport (and Design)
2,554,889	04/02/2002	Ladyfootlocker.com
2,648,479	11/12/2002	Miscellaneous Design

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
2,327,231	03/07/2000	Out Outdoor Urban Terrain
1,357,349	08/27/1985	Shoe Out
1,591,435	04/10/1990	Striped Shirt Design
1,588,443	03/27/1990	Striped Shirt Design
1,927,299	10/17/1995	The World's Most Complete Athletic Footwear Store
2,211,146	12/15/1998	Voltage
1,839,747	06/14/1994	World Foot Locker
1,864,412	11/22/1994	World Foot Locker (and Design)
1,545,925	07/04/1989	Boot City
1,293,487	09/04/1984	Design Only (Running Woman)
1,297,167	09/18/1984	Final Cut
1,273,670	04/17/1984	ACTRA
796,781	09/28/1965	Kapers by Kinney
1,905,071	07/11/1995	Noatak
1,858,267	10/11/1994	Form a Rainbow
1,858,172	10/11/1994	Eagle Rock
1,769,689	05/11/1993	Autographs
1,557,357	09/19/1989	Footquarters
1,592,088	04/17/1990	Eagle Rock
1,519,330	01/03/1989	Athletic Express
1,477,864	02/23/1988	Kapers
1,471,492	01/05/1988	Susie Q's
1,470,741	12/29/1987	Miss Flings
1,470,717	12/29/1987	Sarah Taylor
1,463,504	11/03/1987	Stadia
1,415,891	11/04/1986	Stadia (stylized letters)
1,399,942	07/10/1986	Cert-A-Fit
1,373,980	12/03/1985	Power-Flex
1,386,075	03/11/1986	Tuff Kritters
1,348,735	07/09/1985	Sarah Taylor
1,319,489	02/21/1985	Qualifier
1,364,567	10/08/1985	Studio Six
1,442,168	06/09/1987	Lynx
1,281,933	06/12/1984	Sneak in & Save
1,294,487	09/11/1984	Dance Mates
1,281,651	06/12/1984	Style Dancer
1,275,565	04/24/1984	Susie's
1,297,085	09/18/1984	Sneakee Feet (and design)
1,273,645	04/10/1984	Town Dales
1,309,075	12/11/1984	Stadia

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1,278,091	05/15/1984	World Cup (and design)
831,090	06/27/1967	San Dales (stylized letters)
777,436	09/22/1964	Porkys
768,820	04/28/1964	Stalwarts

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
78-414,956	05/07/2004	Athletic Shoe Factory
76-591,686	05/12/2004	Athletic X-press
78-414,932	05/07/2004	AXP
78-128,995	05/15/2002	Extreme Competition
78-309,009	10/03/2003	Foot Locker Cross Country Championships
78-310,136	10/07/2003	Going to the Game
78-153,636	08/13/2002	House of Hoops
78-251,896	05/20/2003	Katakana
76-581,478	03/17/2004	Lady Striper (and Design)
78-263,460	06/17/2003	Miles Ahead
78-172,018	10/08/2002	Osaga
78-128,998	05/15/2002	Xtreme Competition
78-156,011	08/20/2002	Acerro
78-251,908	05/20/2003	Design Only
78-310,130	10/07/2003	Going to the Game
76-528,515	07/01/2003	Kinney
78-251,916	05/20/2003	Platinum by Footlocker
76-952,447	05/17/2003	Selysium (and design)
78-273,075	07/11/2003	Where Sport Lives

TRADEMARK LICENSES

None.