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 Specialty, Inc.

__ Individual(s) __ Association
__ General Partnership __ Limited Partnership
X Corporation: **New York**
__ Other

Additional name(s) of conveying party(ies) attached? __ Yes X 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
X Other –**Bank**

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

3. Nature of conveyance:
__ Assignment __ Merger
X Security Agreement __ Change of Name
__ Other:

Execution Date: **August 2, 2004**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1432475 764715

Additional numbers attached? __ Yes X 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: 2

7. Total fee (37 CFR 3.41) **$65**

X 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
Elaine D. Ziff — Signature
November 9, 2004 — Date

Total number of pages including cover sheet, attachments, and document: 7

CH $65.00 192385 1432475

REVISED
SCHEDULE

TRADEMARK SECURITY AGREEMENT

WHEREAS, FOOT LOCKER SPECIALTY, 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 2nd day of August 2004.

FOOT LOCKER SPECIALTY, INC.

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 Foot Locker Specialty, 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 2nd day of August 2004.

[Seal]

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

(NY) 02826/086/IP.SEC.AGTS/sa.tm.footlockerspecialty.doc

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.

FOOT LOCKER SPECIALTY, INC.

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

(NY) 02826/086/IP.SEC.AGTS/sa.tm.footlockerspecialty.doc

FOOT LOCKER SPECIALTY, INC.

TRADEMARK REGISTRATIONS

Registration No.	Registration Date	Mark
1,514,155	11/22/1988	The Joy of Giving
1,297,182	09/18/1984	The Quiet Corner
1,202,853	07/27/1982	Woolworth
1,508,136	10/11/1988	Ridgefield
1,432,475	03/10/1987	Values, Our Tradition
1,401,662	07/15/1986	Frame Scene
1,408,996	09/09/1986	The Rx Place
1,370,661	11/12/1985	Activedge
1,434,297	03/24/1987	Woolworth's
1,362,663	09/24/1985	Herald Square Stationers
1,302,967	10/30/1984	Stack
792,968	07/20/1965	Primstyle Your Symbol of Quality
766,203	03/10/1964	Happy Home
764,716	02/11/1964	University
764,715	02/11/1964	Herald Square
766,400	03/10/1964	Herald Square
763,141	01/14/1964	Herald Square
763,679	01/21/1964	Woolco
763,674	01/21/1964	Red Grille
411,437	01/16/1945	Petite Belle Stylized Letters
99,275	08/25/1914	Little Folks and Design

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
Bradford Exchange Trademark License	Foot Locker, Inc./The Bradford Exchange, Ltd.	10/04/2002	Woolworth's (1,434,297)