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
_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
__ Security Agreement __ Change of Name
_X_ Other: **Corrective Recordation to remove lien recorded in error at Reel/Frame 002931/0684**

Execution Date: **August 2, 2004**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1273670

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: 1

7. Total fee (37 CFR 3.41) **$40**

_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: **9**

CH $40.00 192385 1273670

REVISED SCHEDULE

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 2nd 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 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.footlockerretail.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 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

(NY) 02826/086/P.SEC.AGTS/sa.tm.footlockerretail.doc

FOOT LOCKER RETAIL, INC.

TRADEMARK REGISTRATIONS

Registration No.	Registration Date	Mark
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	ACTRA
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
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

Registration No.	Registration Date	Mark
		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
1,274,670	04/17/1984	Design Only
796,781	09/28/1965	Kapers by Kinney
1,905,071	07/11/1995	Noatak
1,858,267	10/11/1994	Form a Brow
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 X-Press
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	07/01/1986	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	02/12/1985	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
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
REEL: 002975 FRAME: 0528

FOOT LOCKER RETAIL, INC.

TRADEMARK APPLICATIONS

Application No.	Filing Date	Mark
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	Acero
78-251,908	05/20/2003	Foot Locker Femme
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
76-592,447	05/17/2004	Elysium (and design)
78-273,075	07/11/2003	Where Sport Lives