

5/28/04



06-03-2004



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1054  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):

Apache Minnesota Thom McAn, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Minnesota  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 7, 2004

2. Name and address of receiving party(ies)

Name: FL Retail Operations, LLC  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 112 West 34<sup>th</sup> Street  
City: New York State: NY Zip: 10120

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

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

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

A. Trademark Application No.(s)

Please see attached list.

B. Trademark Registration No.(s)

Please see attached list.

Additional number(s) attached ☒ Yes ☐ No

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

Name: Tracy Bombata

Internal Address: Foot Locker, Inc.

Street Address: 112 West 34<sup>th</sup> St.

City: New York State: NY Zip: 10120

6. Total number of applications and registrations involved: Eleven

11

7. Total fee (37 CFR 3.41).....\$ 290

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

233062

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tracy Bombata  
Name of Person Signing

Tracy Bombata  
Signature

May 26, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/03/2004 LNUELLER 00000010 233062 76034826

01 FC:8521 40.00 BA  
02 FC:8522 250.00 BA

TRADEMARK  
REEL: 002979 FRAME: 0245

**Trademark Assignment Recordation/Continuation of Item 4**

Conveying Party: Apache Minnesota Thom McAn, Inc.  
Receiving Party: FL Retail Operations, LLC

**Application Numbers**

76/034,826

78/306,525

78/296,624

**Registration Numbers**

2,661,808

2,384,989

2,750,344

2,506,437

2,192,188

2,346,575

1,776,875

2,506,473

# **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

COUNTRY/STATE	MARK	APPLICATION/REGISTRATION NUMBER	OWNER
United States	1 SPOT	76-034826	Apache Minnesota Thom McAn, Inc.
United States	COOL BRANDS HOT PRICES	76-209859	Apache Minnesota Thom McAn, Inc.
United States	FA & Design	75-654543	Apache Minnesota Thom McAn, Inc.
United States	FA & Star Design	78-306525	Apache Minnesota Thom McAn, Inc.
United States	FA USA & Design	78-127876	Apache Minnesota Thom McAn, Inc.
United States	FIRST. FAST. BEST.	76-1638	Apache Minnesota Thom McAn, Inc.
Australia	FOOTACTION	952565	Apache Minnesota Thom McAn, Inc.
New Zealand	FOOTACTION	678063	Apache Minnesota Thom McAn, Inc.
New Zealand	FOOTACTION	678064	Apache Minnesota Thom McAn, Inc.
United States	FOOTACTION	75-330479	Apache Minnesota Thom McAn, Inc.
United States	FOOTACTION STAR CARD	75-544294	Apache Minnesota Thom McAn, Inc.
United States	FOOTACTION USA & Design	74-313175	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	Apache Minnesota Thom McAn, Inc.