



5/28/04

06-03-2004



Form PTO-1027
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER

TRADEMARKS O... 102757725

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

1. Name of conveying party(ies):

Footstar Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State TEXAS
☐ 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: _____

Street Address: 112 West 34th St.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.

B. Trademark Registration No.(s)

Please see attached.Additional number(s) attached ☒ Yes ☐ No

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

Name: Tracy BombataInternal Address: Foot Locker, Inc.Street Address: 112 West 34th StreetCity: New York State: NY Zip: 101206. Total number of applications and registrations involved: 137. Total fee (37 CFR 3.41).....\$ 340☐ 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 SigningTracy Bombata
SignatureMay 26, 2004
DateTotal number of pages including cover sheet, attachments, and document: 7

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

06/03/2004 LNWELLER 00000011 233062 78172943

01 FC:8521
02 FC:852240.00 BA
300.00 BATRADEMARK
REEL: 002981 FRAME: 0508

Trademark Assignment Recordation/Continuation of Item 4

Conveying Party: Footstar Corporation
Receiving Party: FL Retail Operations, LLC

Application Numbers

78/172,843

78/253,518

78/107,268

Registration Numbers

1,453,696

2,464,311

2,494,940

2,685,241

2,549,241

2,559,547

2,488,855

2,449,326

2,024,984

2,748,759

TRADEMARK ASSIGNMENT

(Footstar as Assignor)

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of May 7, 2004, is made by and between Footstar Corporation, a corporation organized under the laws of the State of Texas, 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.

FOOTSTAR CORPORATION

By: _____

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.

FL RETAIL OPERATIONS LLC

By: _____

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.

SCHEDULE A

COUNTRY/STATE	MARK	APPLICATION/ SERIAL NUMBER	REGISTRATION NUMBER	OWNER
United States	ACTION LADY	73-638709	1453696	Footstar Corporation
United States	ACTION LIGHTS	75-620562	2464311	Footstar Corporation
United States	BETTYZ	75-814056	2494940	Footstar Corporation
United States	BETTYZ	76-073462	2685241	Footstar Corporation
United States	BRICK CITY	76-068498	2549241	Footstar Corporation
United States	BRICK CITY	75-785941	2559547	Footstar Corporation
Bolivia	FOOTACTION	79794-C	79794-C	Footstar Corporation
Canada	FOOTACTION	839284	530871	Footstar Corporation
Colombia	FOOTACTION	99-006912	220125	Footstar Corporation
Czech Republic	FOOTACTION	120123	211144	Footstar Corporation
Ecuador	FOOTACTION	89991-98	2113-00	Footstar Corporation
El Salvador	FOOTACTION	E15067-01		Footstar Corporation
Hungary	FOOTACTION	M97 02532	152980	Footstar Corporation
Japan	FOOTACTION	H04-299643	3141932	Footstar Corporation
Japan	FOOTACTION	H10-093430	4317413	Footstar Corporation
Korea, S.	FOOTACTION	97-19149	407718	Footstar Corporation
Korea, S.	FOOTACTION	97-19150	416756	Footstar Corporation
Paraguay	FOOTACTION		217685	Footstar Corporation
Paraguay	FOOTACTION		217686	Footstar Corporation
Peru	FOOTACTION	67966-98	52696	Footstar Corporation
Texas	FOOTACTION	5739217	57391	Footstar Corporation
Japan	FOOTACTION USA		4272045	Footstar Corporation
Japan	FOOTACTION USA	H09-154065	4239448	Footstar Corporation
Texas	FOOTACTION USA	H09-138726	5739117	Footstar Corporation
Canada	FOOTACTION USA & Design	839283	530864	Footstar Corporation
United States	GO ALL THE WAY	78-172843		Footstar Corporation
United States	HOWZIT	75-806842	2488855	Footstar Corporation
United States	HOWZIT	76-065579	2449326	Footstar Corporation

COUNTRY/STATE	MARK	APPLICATION/ SERIAL NUMBER	REGISTRATION NUMBER	OWNER
Australia	PLAYERS UNIVERSITY	920719	920719	Footstar Corporation
Japan	PLAYERS UNIVERSITY	2002-060855		Footstar Corporation
New Zealand	PLAYERS UNIVERSITY	661318	661318	Footstar Corporation
United States	PLAYERS UNIVERSITY	74-680847	2024984	Footstar Corporation
United States	PU	78-253518		Footstar Corporation
United States	PUSH OR GET PULLED	78-084255	2748759	Footstar Corporation
United States	THE STREET STARTS HERE	78-107268		Footstar Corporation
Texas	UPRISE	800119490	800119490	Footstar Corporation