

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Footstar Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other See attachment for brief

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fleet Retail Group, Inc., as Collateral Agent

Internal

Address: _____

Street Address: 40 Broad Street, 10th Floor

City: Boston

State: MA

Country: USA

Zip: 02109

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1498699

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jennifer Kagan

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA

Zip: 02110

Phone Number: 617-951-8691

Fax Number: 617-951-8736

Email Address: jennifer.kagan@bingham.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8906

Expiration Date 10/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

May 5, 2005

Date

Jennifer Kagan

Name of Person Signing

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

50

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

CP \$40.00 1498699

Recordation Form Cover Sheet
TRADEMARKS

Item 3 (Continuing information)

Nature of Conveyance

Record to correct wrong registration number from 1495699 to 1498699

USPTO 1/2005
700161273

Form PTO-1594 (Rev. 06/04)
OMB Collection 0551-0027 (Exp. 03/30/2006)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Footstar Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Citizenship (see guidelines): Texas

Execution Date(s) 3/4/2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Fleet Retail Group, Inc., as Collateral Agent

Internal Address: _____

Street Address: 40 Broad Street 10th Floor

City: Boston

State: MA

Country: USA Zip: 02109

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other: _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____
see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

6. Name & address of party to whom correspondence concerning document should be mailed:
Name: Julie Tamburo

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8055
Fax Number: 617-951-8736
Email Address: julie.tamburo@bingham.com

9. Total number of applications and registrations involved: 228

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 5,715.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0225
Expiration Date 10/2007

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Julie Tamburo Date: March 11, 2005

Julie Tamburo Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (703) 305-8894, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

057 557 15 00 700303823

RECORDATION FORM COVER SHEET

Continuation of information from Item 1
ITEM 1 Name of Conveying Parties

Apache Minnesota Thom McAn, Inc., a Minnesota Corporation
Athletic Attic of Texas, Inc., a Texas Corporation
Nevada Feet, Inc., a Nevada Corporation

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, FOOTSTAR CORPORATION (successor by merger to Mel Shoe Corporation), APACHE MINNESOTA THOM McAN, INC., ATHLETIC ATTIC OF TEXAS, INC., and NEVADA FEET, INC., debtors and debtors in possession in Case No. 04-22350 (jointly administered) et. seq. pending under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (such corporations each being referred to individually as a "Debtor" and collectively as the "Debtors") and FLEET RETAIL GROUP, INC. (formerly known as Fleet Retail Finance Inc.), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein), with other Affiliates, have entered into a Security Agreement and/or two Security Agreements dated as of March 4, 2004 (as amended, modified, supplemented and restated from time to time, the "Security Agreements"), granting a security interest to secure the payment and performance of the Obligations (as defined in each of such Security Agreements);

WHEREAS, Footstar, Inc., Footstar Corporation, the Collateral Agent, Fleet National Bank, as Administrative Agent (with its successors and assigns, the "Administrative Agent"), General Electric Capital Corporation and Congress Financial Corporation, as Syndication Agents, Wells Fargo Foothill, LLC and JPMorgan Chase Bank, as Documentation Agents, and Back Bay Capital Funding LLC, as Term Agent entered into a Debtor-in-Possession Credit Agreement dated as of March 4, 2004 (as amended from time to time, the "DIP Credit Agreement");

WHEREAS, each of the Debtors has entered into a Guaranty in favor of the Administrative Agent and the Collateral Agent (as amended from time to time, the "Facility Guaranty");

WHEREAS, the DIP Credit Agreement requires among other things, that the Debtors shall execute and deliver this Agreement to secure the payment and performance of the Obligations; and

WHEREAS, each of the Debtors is the owner and user of the registered copyrights listed on Schedule A hereto and all copyright rights in, to and under such registered copyrights (collectively referred to herein as the "Copyrights"), and the service marks, trade names and trademarks listed for such Debtor on Schedule A hereto (the "Marks") and the service mark, trade names and trademark applications listed on Schedule A hereto and so identified (collectively, the "Mark Applications"); and

WHEREAS, among the security interests granted by the Debtors to the Collateral Agent pursuant to the DIP Credit Agreement is a security interest in the Copyrights, the Marks and the Mark Applications; and

WHEREAS, the parties to the DIP Credit Agreement contemplate and intend that, upon the occurrence of any Event of Default, under and as defined in the DIP Credit Agreement, the

Collateral Agent shall have all rights of a foreclosing secured party in and to the Copyrights, the Marks and the Mark Applications and any proceeds thereof (including any service marks, trade names and trademarks issued as a result of the Mark Applications), including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the right, title and interest of any of the Debtors in and to any of the Copyrights, any of the Marks and any of the Mark Applications (and any service marks, trade names and trademarks issued as a result of any of the Mark Applications), subject to approval of the Bankruptcy Court;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the DIP Credit Agreement, as if set forth fully herein, and acknowledge that the Collateral Agent has a security interest in the Copyrights, the Marks and the Mark Applications listed on Schedule A hereto as security for the Obligations; each of the Debtors hereby collaterally assigns to the Collateral Agent, and grants a security interest to the Collateral Agent in all right, title and interest of each of the Debtors in and to said Copyrights, the Marks and the Mark Applications (and in any service marks, trade names and trademarks issued as a result of the Mark Applications) and the goodwill associated therewith; each of the Debtors agrees that it will not sell or assign any of the Copyrights, the Marks or the Mark Applications without the prior written consent of the Collateral Agent except as may be otherwise permitted under the DIP Credit Agreement; and each of the Debtors and the Collateral Agent requests that the U.S. Copyright Office and the Commissioner of Patents and Trademarks record this document with respect to the Copyrights, the Marks and the Mark Applications.

Each of the Debtors hereby appoints the Collateral Agent as its attorney-in-fact (with full power of substitution and resubstitution), coupled with an interest, with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name and on behalf of such Debtor, and to cause the recording of all such further assignments and other instruments as the Collateral Agent may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreements and this Security Agreement (Trademarks), subject to approval of the Bankruptcy Court. Each of the Debtors agree that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Collateral Agent (or the Collateral Agent's designee in accordance with the terms hereof) and on the statements made therein.

This Security Agreement (Trademarks) is made for collateral purposes only. This Security Agreement (Trademarks) and the security interest represented hereby shall terminate when all the Obligations have been indefeasibly paid in full in immediately available funds, the Lenders have no further commitment to lend, there are no Letter of Credit Outstanding (or all such Letters of Credit Outstanding are fully cash collateralized in a manner satisfactory to the Issuing Bank) and the Issuing Bank has no further commitment to issue Letters of Credit under the DIP Credit Agreement, at which time, upon the request of the Debtors, the Collateral Agent shall execute and deliver to the Debtors, at the Debtors' expense, all termination statements, releases and similar documents that the Debtors shall reasonably request to evidence such termination and the release of the security interests.


All capitalized terms used but not elsewhere defined in this Security Agreement shall have the meanings ascribed to such terms in the DIP Credit Agreement, as applicable. Except as expressly provided herein, the rights, remedies and obligations of the parties hereto are governed by the provisions of the DIP Credit Agreement, all of which are incorporated herein by reference and made a part hereof.

[Signature pages follow this page]

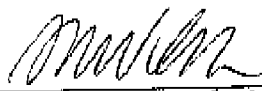
EXECUTED as an instrument under seal as of the first day written above.

DEBTORS:


FOOTSTAR CORPORATION

By: 
Name: Steve Wilson
Title: Executive Vice President &
Chief Administrative Officer


APACHE MINNESOTA THOM McAN,
INC.

By: 
Name: Steve Wilson
Title: Executive Vice President &
Chief Administrative Officer

ATHLETIC ATTIC OF TEXAS, INC.

By: 
Name: Steve Wilson
Title: Executive Vice President &
Chief Administrative Officer

NEVADA FEET, INC.

By: 
Name: Steve Wilson
Title: Executive Vice President &
Chief Administrative Officer

AGENT:

FLEET RETAIL GROUP, INC.

By: _____
Name:
Title:

EXECUTED as an instrument under seal as of the first day written above.

DEBTORS:

FOOTSTAR CORPORATION

By: _____
Name:
Title:

APACHE MINNESOTA THOM McAN,
INC.

By: _____
Name:
Title:

ATHLETIC ATTIC OF TEXAS, INC.


By: _____
Name:
Title:

NEVADA FEET, INC.

By: _____
Name:
Title:

AGENT:

FLEET RETAIL GROUP, INC.

By: 
Name: Keith Vercauteren
Title: Director

STATE OF New York)
COUNTY OF Rockland) ss.

Then personally appeared before me the above-named Steve Wilson, the duly authorized officer of each of the Debtors, and stated that he/she executed the foregoing instrument under the authority of the Board of Directors of each of the Debtors and acknowledged the foregoing instrument to be the free act and deed of each of the Debtors.

WITNESS my hand and seal this 2nd day of March, 2004.

Tracy Peplowski
Notary Public

My commission expires:

TRACY PEPOWSKI
Notary Public, State of New York
No. 01PE6067335
Qualified in Rockland County
Commission Expires 12/10/2005

SCHEDULE A

U.S. Trademarks and Service Marks

Registration No.	Date	Trademark/Service Mark	Registration No.	Date
76034826	2000-04-26	1 SPOT		
78162923	2002-09-11	5-WAY FIT	2742033	2003-07-29
73638709	1987-01-02	ACTION LADY	1453696	1987-08-18
75620562	1999-01-13	ACTION LIGHTS	2464311	2001-06-26
78235348	2003-04-08	ACTIVE PERFORMANCE CUSHIONING		
73595822	1986-04-28	ACTIVES	1416739	1986-11-11
78137579	2002-06-21	AIR THRUST	2757655	2003-08-26
73538550	1985-05-20	AMERATI	1399534	1986-07-01
72451446	1973-03-14	AMERI KIDS & Design	996507	1974-10-22
75838350	1999-11-02	AMERICA'S FAVORITE WORKBOOTS	2479220	2001-08-21
74420473	1993-08-05	ANI-MATE	1902194	1995-06-27
78229514	2003-03-25	APC		
75590977	1998-11-18	ATHLETIC ATTIC	2325825	2000-03-07
73129331	1977-06-06	ATHLETIC ATTIC & Design	1100250	1978-08-22
73129334	1977-06-06	ATHLETIC ATTIC & Design	1103580	1978-10-03
73129332	1977-06-06	ATHLETIC ATTIC (stylized)	1104331	1978-10-17
75539347	1998-08-20	ATHLETIC ATTIC (stylized)	2325573	2000-03-07
75590987	1998-11-16	ATHLETIC ATTIC (stylized)	2325826	2000-03-07
75590986	1998-11-18	ATHLETIC LADY	2340394	2000-04-11
75590988	1998-11-18	ATHLETIC LADY (stylized)	2328597	2000-03-14
73718445	1988-03-24	B.O.Q.	1513678	1988-11-22
73450488	1983-10-31	BACKROADS	1299636	1984-10-09
73538630	1985-05-20	BACKTRAIL	1371445	1985-11-19
73330140	1981-09-28	BALLOON	1231183	1983-03-15
73501813	1984-10-01	BALLOONS	1336850	1985-05-21
73519308	1985-01-25	BALLOONS	1354371	1985-08-13
75846367	1999-11-10	BAYBERRY & CO.	2406059	2000-11-21
73506088	1984-10-29	BELLE AMIE	1340996	1985-06-11
75814056	1999-10-04	BETTYZ	2494940	2001-10-02
76073462	2000-06-20	BETTYZ	2685241	2003-02-11
75474525	1998-04-27	BLUE HILL TRADING CO.	2393957	2000-10-10
73470829	1984-03-19	BOND STREET	1346329	1985-07-02
75785941	1999-08-26	BRICK CITY	2559547	2002-04-09
76068498	2000-06-08	BRICK CITY	2549241	2002-03-19
73755699	1988-10-03	BRITE LITES & Design	1559083	1989-10-03
75881838	1999-12-28	BUTTERFLIES & Design		
78221544	2003-03-04	BUTTERFLIES & Design		
76372800	2002-02-20	C and Design	2677441	2003-01-21
73404634	1982-12-03	CARA MIA	1272851	1984-04-03
75180649	1996-10-04	CITY CONNECTION	2070079	1997-06-10
76321635	2001-10-04	CLUB MARINA	2570136	2002-05-14
71147573	1921-05-11	COBBIE	151287	1922-01-24
73025963	1974-07-01	COBBIE	1011057	1975-05-20
73247509	1980-01-24	COBBIE CUDDLERS	1168509	1981-09-08

Serial	Date	Trademark / Service Mark	Class	Registration Date
73269868	1980-07-11	COBBIE CUDDLERS & Design	1253005	1983-10-04
73344139	1982-01-04	COBBIE CUDDLERS SHOES YOU CAN LIVE IN	1232860	1983-03-29
72277231	1967-07-31	COBBIES (stylized)	854680	1968-08-13
73415700	1983-03-03	COBBIES TECH ONE (stylized)	1275317	1984-04-24
78238613	2003-04-17	COMFORT FLOW		
75743051	1999-07-02	COMFORT LITES	2333363	2000-03-21
78081208	2001-08-27	COMFORT LITES		
78193909	2002-12-12	COMFORT RESPONSE SYSTEM		
73736815	1988-06-27	COMFORT SYSTEM	1525854	1989-02-21
74333229	1992-11-20	COMFORT SYSTEM	1932449	1995-11-07
76209859	2001-02-13	COOL BRANDS HOT PRICES	2661808	2002-12-17
73506368	1984-10-31	COUNTRY BAGS	1347871	1985-07-09
73474189	1984-04-06	COUNTRY BOOTS & Design	1495699	1988-08-02
73602526	1986-06-02	COUNTRY SOCKS	1422983	1986-12-30
74531583	1994-05-27	COZY-TIME	2022393	1996-12-10
73198424	1978-12-29	CRÈME PUFFS	1137446	1980-07-01
72196211	1964-06-22	CUDDLER	799553	1965-11-30
73124268	1977-04-26	CUGA	1086050	1978-02-21
73539533	1985-05-24	CUGA KIDS	1386850	1986-03-18
75561482	1998-09-22	Design of Human Figure with Letters T & M	2350893	2000-05-16
74195174	1991-08-16	DOCKMATES	1803786	1993-11-09
74276608	1992-05-18	DOCKMATES & Design	1748615	1993-01-26
72203785	1964-10-12	DRI STEP (stylized)	801151	1966-01-04
76110559	2000-08-16	DURACORE	2587475	2002-07-02
74319536	1992-09-30	DURASOFT	1866437	1994-12-06
74710925	1995-08-04	E.Z. STRIDER	1973141	1996-05-07
75315960	1997-06-27	EASY-TIE	2215440	1998-12-29
78133601	2002-06-06	END ZONE		
78147816	2002-07-26	EVER CLEAN	2760424	2003-09-02
78274648	2003-07-15	EVERAIRE		
74504444	1994-03-24	EXECUTIVE CLASSICS	1997363	1996-08-27
73445041	1983-09-23	EXERFLEX	1297783	1984-09-25
73021695	1974-05-16	EXERSOLE	1012284	1975-06-03
73433905	1983-07-11	EXPLORERS	1454324	1987-08-25
78132990	2002-06-04	EXPRESS ZONE		
75654543	1999-03-05	FA & Design	2384989	2000-09-12
78306525	2003-09-29	FA & Star Design		
78127876	2002-05-10	FA USA & Design	2750344	2003-08-12
72209526	1965-01-07	FASCINATORS	805243	1966-03-08
72348083	1970-01-09	FAYVA	895580	1970-07-28
72456711	1973-05-07	FAYVA (stylized)	990408	1974-08-06
73565325	1985-10-28	FAYVA (stylized)	1396903	1986-06-10
76163238	2000-11-10	FIRST. FAST. BEST.	2506437	2001-11-13
76002492	2000-03-17	FLEX ZORB	2489392	2001-09-11
78088156	2001-10-12	FLEXCORE	2660906	2002-12-10
75330479	1997-07-25	FOOTACTION	2192188	1998-09-29
75544294	1998-08-27	FOOTACTION STAR CARD	2346575	2000-05-02
74313175	1992-09-14	FOOTACTION USA & Design	1776875	1993-06-15
75396683	1997-11-26	FOOTSTAR	2358173	2000-06-13

73499310	1984-09-14	OUTDOOR BOOTS (stylized)	1359911	1985-09-10
76372786	2002-02-20	Owl Design	2744481	2003-07-29
74017581	1990-01-09	PACIFIC REEF & Design	1639377	1991-03-26
74162767	1991-05-02	PACIFIC WALKERS	1739089	1992-12-08
75578503	1998-08-07	PERFORMAX	2313819	2000-02-01
73556733	1985-09-03	PIMENTO	1390344	1986-04-15
73559875	1985-09-24	PIMENTO	1390011	1986-04-15
73521546	1985-02-11	PIMENTO (stylized)	1354385	1985-08-13
74680847	1995-05-30	PLAYERS UNIVERSITY	2024984	1996-12-24
78253518	2003-05-25	PU		
78084255	2001-09-17	PUSH OR GET PULLED		
72438484	1972-10-16	RED DRUM	982297	1974-04-16
71249668	1927-05-27	ROBINSON CRUSOE (stylized)	234260	1927-10-18
72457548	1973-05-14	ROSELLINI	1004023	1975-02-04
75355428	1997-09-11	RX FOR COMFORT & Design	2300505	1999-12-14
76099151	2000-07-28	RX FOR COMFORT (stylized)		
73538930	1985-05-21	SABATINI	1389544	1986-04-08
78266773	2003-06-25	SAFEGRIP		
74635389	1995-02-17	SAFETRAX	2007108	1996-10-08
73503118	1984-10-09	SANDRA MILLER	1336854	1985-05-21
74714517	1995-08-11	SASSY STUFF	2037900	1997-02-11
73744629	1988-08-08	SECOND WAVE & Design	1535919	1989-04-18
78229517	2003-03-25	SGT		
78235352	2003-04-08	SHANK GUARD TECHNOLOGY		
78084346	2001-09-18	SHOE ZONE	2754387	2003-08-19
76444345	2002-08-28	SHOE ZONE & Design	2731887	2003-07-01
76256547	2001-05-11	SHOES YOU CAN LIVE IN	2522577	2001-12-25
74706540	1995-07-27	SIERRA BREEZE	2031187	1997-01-14
71679696	1955-01-10	SIESTA (stylized)	616598	1955-11-22
73773661	1989-01-09	SMART STEP	1556940	1989-09-19
78246559	2003-05-07	SMART STEP		
73487507	1984-06-08	SNUGAMALS (stylized)	1329754	1985-04-09
73465374	1984-02-13	SO HO	1344626	1985-06-25
74373473	1993-03-30	SOFT KICKS	1855265	1994-09-20
75640643	1999-02-16	SOHO & Design	2374632	2000-08-08
75315959	1997-06-27	SOUND MATES	2183875	1998-08-25
75287146	1997-05-06	SQUEEZE 'N SPEAK SLIPPERS (stylized)	2215355	1998-12-29
76258315	2001-05-17	ST Sole Design	2626918	2002-09-24
74589858	1994-10-24	Steerhead Design	1923802	1995-10-03
76267526	2001-06-06	Steerhead Design	2532104	2002-01-22
72290968	1968-02-13	STIX 'N STONES	869739	1969-05-20
73493054	1984-08-02	STORMERS	1333371	1985-04-30
75278964	1997-04-22	STREET LIGHTS	2191991	1998-09-29
78070239	2001-06-21	SUNGLASS ZONE	2530021	2002-01-15
73132649	1977-07-01	SUNSEEKERS & Design	1089773	1978-04-18
74388979	1993-05-11	SURF BAY	1867051	1994-12-13
73708625	1988-02-01	TEAM PRIDE	1521334	1989-01-17
74269368	1992-04-27	TEXAS STEER	1741441	1992-12-22
76267527	2001-06-06	TEXAS STEER	2532105	2002-01-22

75396684	1997-11-26	* FOOTSTAR	2327191	2000-03-07
76267528	2001-06-06	◻ FOOTSTAR GLOBAL SOURCING & Design		
78233386	2003-04-03	* FOR EVERY ATHLETE IN YOUR FAMILY		
78064340	2001-05-18	* FREQUENT FEET	2716576	2003-05-13
72437686	1972-10-06	* FUN STEPS	1008182	1975-04-01
78296624	2003-09-05	* GET IN THE ACTION		
78172843	2002-10-10	- GO ALL THE WAY		
75293673	1997-05-19	* GRANITE WORK ROCK TOUGH SERIES	2222024	1999-02-02
74013696	1989-12-26	◻ GREENWICH BAY CASUALS & Design	1639150	1991-03-26
75806842	1999-09-23	* HOWZIT	2488855	2001-09-11
76065579	2000-06-08	◻ HOWZIT	2449326	2001-05-08
75912133	2000-02-07	◻ HYPERFLEX	2495051	2001-10-02
78229525	2003-03-25	◻ HYPERLITE		
74345672	1993-01-05	* ISLAND CLUB	1792700	1993-09-14
75942594	2000-03-13	* JACK & JILL	2433517	2001-03-06
73146389	1977-10-28	◻ JACK & JILL (stylized)	1131842	1980-03-11
76328232	2001-10-22	◻ JFF (stylized)	2571490	2002-05-21
73650167	1987-03-19	◻ JONATHAN BLACK	1463676	1987-11-03
74472112	1993-12-20	◻ JOX	1894143	1995-05-16
78137344	2002-06-20	◻ JOX		
72440082	1972-11-21	◻ JOX (stylized)	975063	1973-12-18
74064386	1990-05-31	JUST FOR FEET WORLD'S LARGEST ATHLETIC SHOE STORE (stylized)	1643103	1991-04-30
78126170	2002-05-03	◻ JUST FOR FEET	2700494	2003-03-25
74064387	1990-05-31	* JUST FOR FEET (stylized)	1643104	1991-04-30
78066722	2001-05-31	◻ JUST FOR FEET PUTS THE COOL IN SCHOOL	2652766	2002-11-19
76256546	2001-05-11	◻ JUST FOR KICKS	2522576	2001-12-25
78066716	2001-05-31	◻ JUST IN & Design		
76361323	2002-01-22	◻ JUST RIGHT FOR YOU	2639427	2002-10-22
76256549	2001-05-11	◻ KINSMAN	2522578	2001-12-25
76254965	2001-05-10	◻ LACE ZONE	2567226	2002-05-07
73539535	1985-05-24	◻ LADY CUGA	1386851	1986-03-18
76099160	2000-07-28	◻ LOVE MATES	2471674	2001-07-24
73375138	1982-07-19	◻ M & Design	1288320	1984-07-31
73376203	1982-07-23	◻ M & Design	1292969	1984-09-04
78193918	2002-12-12	◻ MAXTRAX		
72295706	1968-04-16	◻ MELDISCO	860325	1968-11-12
73538876	1985-05-21	◻ MONDOLFO	1370300	1985-11-12
76321634	2001-10-04	◻ MOUNTAIN COUNTRY	2567469	2002-05-07
75604368	1998-12-14	◻ N & Design	2445542	2001-04-24
74518460	1994-04-29	◻ NORTH PASS	1968870	1996-04-16
73603642	1986-06-11	◻ OAKWOODS	1439248	1987-05-12
76091794	2000-07-19	◻ OAKWOODS	2626083	2002-09-24
73111540	1977-01-05	◻ OLYMPIAN	1366752	1985-10-22
73194733	1978-11-27	◻ OLYMPIAN & Design	1381495	1986-02-04
73106662	1976-11-15	◻ OLYMPIAN (stylized)	1358104	1985-09-03
76438259	2002-08-07	◻ ONE STORE FITS ALL	2723970	2003-06-10
73502391	1984-10-04	◻ OPEN COUNTRY	1348138	1985-07-09
74428577	1993-08-25	◻ OPEN COUNTRY	1885514	1995-03-21

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DESCRIPTION	REGISTRATION NO.	REGISTERED DATE	TERM	EXPIRATION DATE
Ani-Mate dog plush toy/slippers	VA1216457	August 19, 2003	2002	September 7, 2002
Ani-Mate ballerina bear plush toy/slippers	VA1214463	August 19, 2003	2002	September 7, 2002
Quality in manufacturing guidelines, 1999 : stepping into the millennium.	TX5077742	January 12, 2000	1999	September 1, 1999
Ani-Mate pupper slipper	VA750920	November 16, 1995	1993	November 1, 1993
Ani-Mate husky slipper	VA749879	November 16, 1995	1993	November 1, 1993
Ani-Mate cow slipper	VA749878	November 16, 1995	1993	November 1, 1993
Ani-Mate teddy bear slipper	VA749877	November 16, 1995	1993	November 1, 1993
Ani-Mate wolf slipper	VA749876	November 16, 1995	1993	November 1, 1993
Ani-Mate walrus slipper	VA749875	November 16, 1995	1993	November 1, 1993
Ani-Mate tiger slipper	VA749874	November 16, 1995	1993	November 1, 1993
Ani-Mate lion slipper	VA749873	November 16, 1995	1993	November 1, 1993

DOMAIN NAMES

DOMAIN NAME	OWNER	EXPIRATION DATE	DIVISION
540B.COM	Footstar Corporation	6-Aug-04	Athletic
ACTIONPLAYBOOK.COM	Footstar Corporation	4-Dec-04	Athletic
ATHLETIC-ATTIC.COM	Athletic Attic of Texas, Inc.	6-Apr-05	Athletic
ATHLETIC-ATTIC.ORG	Athletic Attic of Texas, Inc.	5-Apr-07	Athletic
ATHLETICATTIC.COM	Athletic Attic of Texas, Inc.	4-Feb-05	Athletic
ATHLETICATTIC.ORG	Athletic Attic of Texas, Inc.	5-Apr-07	Athletic
ATHLETICATTIC.NET	Athletic Attic of Texas, Inc.	18-Oct-05	Athletic
ATHLETICPLAYBOOK.COM	Footstar Corporation	4-Dec-04	Athletic
CLARENCEJONES.COM	Footstar Corporation	4-Nov-05	Athletic
FASHIONATHLETIC.COM	Foodstar Corporation	3-May-12	Meldisco
FAUSA.COM	Apache Minnesota Thom McAn, Inc.	8-Jun-04	Athletic
FEET.COM	Nevada Feet Inc.	11-May-04	Athletic
FIVEFORTYB.COM	Footstar Corporation	6-Aug-04	Athletic
FIVESTARBOX.COM	Footstar Corporation	15-Dec-05	Meldisco
FIVESTARLAB.COM	Footstar Corporation	15-Dec-05	Meldisco
FIVESTARTESTING.COM	Footstar Corporation	15-Dec-05	Meldisco
FOOACTION.COM	Apache Minnesota Thom McAn, Inc.	10-Jan-05	Athletic
FOOTACION.COM	Apache Minnesota Thom McAn, Inc.	3-Dec-04	Athletic
FOOTACTIN.COM	Apache Minnesota Thom McAn, Inc.	10-Jan-05	Athletic
FOOTACTIO.COM	Apache Minnesota Thom McAn, Inc.	3-Dec-04	Athletic
FOOACTION.COM	Apache Minnesota Thom McAn, Inc.	14-Aug-12	Athletic
FOOACTION.ORG	Apache Minnesota Thom McAn, Inc.	5-Apr-05	Athletic
FOOACTION.NET	Apache Minnesota Thom McAn, Inc.	5-Apr-05	Athletic
FOOACTIONCANADA.COM	Apache Minnesota Thom McAn, Inc.	17-Dec-04	Athletic
FOOACTIONS.COM	Footstar Corporation	26-Jan-05	Athletic
FOOACTIONSTARCLUB.COM	Apache Minnesota Thom McAn, Inc.	3-May-12	Athletic
FOOACTIONSUCKS.COM	Apache Minnesota Thom McAn, Inc.	1-May-12	Athletic
FOOACTIONUSA.COM	Apache Minnesota Thom McAn, Inc.	2-Mar-05	Athletic
FOOTATION.COM	Apache Minnesota Thom McAn, Inc.	6-Dec-04	Athletic
FOOTSTAR.BIZ	Footstar, Inc.	6-Nov-07	Corporate
FOOTSTAR.COM	Footstar Corporatoion	14-May-04	Corporate
FOOTSTAR.NET	Footstar, Inc.	15-Sep-04	Corporate
FOOTSTARAD.COM	Footstar, Inc.	7-Nov-04	Corporate
FOOTSTARSUCKS.COM	Foodstar Corporation	1-May-12	Corporate
FOOTSTARWORK.COM	Foodstar Corporation	3-May-12	Meldisco
FOOTSTARWORKS.COM	Foodstar Corporation	3-May-12	Meldisco
FOOTWEARTECH.COM	Footstar Corporation	12-Sep-12	Meldisco
FOTACTION.COM	Apache Minnesota Thom McAn, Inc	10-Jan-05	Athletic
GETUPRISE.COM	Footstar Corporation	19-Dec-04	Athletic
IMPERIALSPORTS.COM	Nevada Feet Inc.	5-Apr-04	Athletic
JFFFAMILY.COM	Nevada Feet Inc.	12-Sep-12	Athletic
JUSTFORFEET.COM	Nevada Feet Inc.	21-Aug-12	Athletic
JUSTFORFEET.NET	Nevada Feet Inc.	5-Apr-07	Athletic
JUSTFORFEET.ORG	Nevada Feet Inc.	5-Apr-07	Athletic

JUSTFORFEETFAMILY.COM	Nevada Feet Inc.	12-Sep-12	Athletic
JUSTFORFEETSUCKS.COM	Nevada Feet Inc	1-May-12	Athletic
MELDISCO.COM	Footstar Corporatoin	14-May-04	Meldisco
MYUPRISE.COM	Footstar Corporation	4-Dec-04	Athletic
OPENCOUNTRYAPPAREL.COM	Nevada Feet Inc.	10-Apr-07	Athletic
OPENCOUNTRYBOOTS.COM	Nevada Feet Inc.	5-Apr-05	Athletic
OPENCOUNTRYCASUALS.COM	Nevada Feet Inc.	10-Apr-07	Athletic
OPENCOUNTRYSHOES.COM	Nevada Feet Inc.	5-Apr-05	Athletic
PLAYERSUNIVERSITY.COM	Footstar Corporation	18-Mar-05	Athletic
PUSHORGETPULLED.COM	Footstar Corporation	4-Dec-04	Athletic
RXFORCOMFORT.COM	Footstar Corp.	11-Oct-12	Meldisco
RXFORCOMFORT.NET	Footstar Corp.	11-Oct-12	Meldisco
RXFORCOMFORT.ORG	Footstar Corp.	11-Oct-12	Meldisco
SHOE-ZONE.COM	Footstar Corporation	20-May-12	Meldisco
SHOESTAR.COM	Footstar Corporation	29-Dec-04	Meldisco
SHOEZONE.COM	Footstar Corporation	24-Nov-04	Meldisco
SHOPATSHOEMART.COM	Footstar Corporation	29-Dec-04	Meldisco
SNEAKERSFORSALE.COM	Footstar Corporaion	23-Jun-04	Meldisco
TEXAS-STEER.COM	Footstar Coproration	28-Feb-05	Meldisco
THEUPRISE.COM	Footstar Corporation	19-Dec-04	Athletic
THOMMCAN.COM	Footstar Corporation	8-Dec-12	Meldisco
THOMMCANSHOECARE.COM	Footstar Corporation	3-Oct-13	Meldisco
TRYSHOES.COM	Footstar Corporation	29-Dec-04	Meldisco
UPRISE.COM	Footstar Corporation	6-Oct-05	Athletic
UPRISENOW.COM	Footstar Corporation	4-Dec-04	Athletic
UPRISEONLINE.COM	Footstar Corporation	4-Dec-04	Athletic
UPRISEPRODUCTIONS.COM	Footstar Corporation	19-Dec-03	Athletic
UPRISESPORTS.COM	Footstar Corporation	4-Dec-04	Athletic
UPRISESTORE.COM	Footstar Corporation	4-Dec-04	Athletic