

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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):
Fleet Retail Group, Inc.
(formerly known as Fleet Retail Finance, Inc.)

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Footstar Corporation
Internal _____
Address: _____
Street Address: 933 MacArthur Blvd.
City: Mahwah
State: NJ
Country: USA Zip: 07430

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Texas
 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 /Execution Date(s) :

Execution Date(s) July 19, 2004

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interests

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

A. Trademark Application No.(s)
76034826 76306525 76296624 76172843

B. Trademark Registration No.(s)
1453696 2464311 2494940

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: Linda M. Rurka Dooley
Internal Address: Footstar
Street Address: 933 MacArthur Blvd.
City: Mahwah
State: NJ Zip: 07430
Phone Number: 201-934-2536
Fax Number: 201-934-2270
Email Address: linda.rurka.dooley@footstar.com

6. Total number of applications and registrations involved: 26


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 665

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 13-2534
Authorized User Name Linda Rurka

9. Signature:  July 14, 2005
Signature Date

Linda M. Rurka Dooley Total number of pages including cover sheet, attachments, and document: 18
Name of Person Signing

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 1450, Alexandria, VA 22313-1450

CH \$665.00 132534 76034826

Additional Receiving Parties

Name: APACHE MINNESOTA THOM MCAN, INC.
Corporation – State: MN

ATHLETIC ATTIC OF TEXAS, INC.
Corporation – State: TX

NEVADA FEET, INC.
Corporation – State: NV

Additional Trademark Registration Nos.
2685241
2559547
2549241
2661808
2384989
2750344
2506437
2192188
2346575
1776875
2488855
2449326
2024984
2832115
2748759
2754387
2731887
2858766
2506473

EXECUTION COPY**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in Certain Intellectual Property (this "Release") is made and entered into this 19th day of July, 2004 by and between 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 in the Security Agreements) under the security agreements dated as of October 18, 2002 (as amended, modified, supplemented and restated from time to time, the "Security Agreements"), granting a security interest to secure the payments and performance of the Obligations (as defined in the Security Agreements).

WITNESSETH:

WHEREAS, pursuant to the Security Agreements, the Debtors and the Collateral Agent entered into a Security Agreement (Trademarks) dated as of October 18, 2002 under which the Debtors granted security interests in the trademarks set forth therein including those trademarks set forth in Schedule A attached hereto (the "Intellectual Property") in favor of the Collateral Agent (for the benefit of the Secured Parties);

WHEREAS, the Collateral Agent has recorded the security interests in Debtors' Intellectual Property;

WHEREAS, the security interests were recorded in the Trademark Division of the United States Patent and Trademark Office, on October 25, 2002 at Reel 2672, Frame 0428 and on January 25, 2003, at Reel 2660, Frame 0739; and

WHEREAS, the Debtors wish to effect and record the release of all of the outstanding security interests in the Intellectual Property, and the Collateral Agent (on behalf of the Secured Parties) has agreed to execute such release documentation.

NOW THEREFORE, in consideration of the foregoing, the parties to this Release intending to be legally bound, agree as follows.

1. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Security Agreements.
2. The Collateral Agent (on behalf of the Secured Parties) hereby releases in its entirety any and all security interests it has against the Intellectual Property, and hereby agrees, at the expense of the Debtors, to take any actions and to execute any further documents necessary or reasonably requested by the Debtors to effectuate or evidence such release.

3. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Intellectual Property.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

DEBTORS


FOOTSTAR CORPORATION

By: 
Name: Marc Miller
Title: Vice President

APACHE MINNESOTA THOM McAN, INC.

By: 
Name: Marc Miller
Title: Vice President

ATHLETIC ATTIC OF TEXAS, INC.

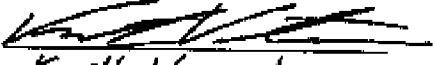
By: 
Name: Marc Miller
Title: Vice President

NEVADA FEET, INC.

By: 
Name: Marc Miller
Title: Vice President

AGENT

FLEET RETAIL GROUP, INC.
as Collateral Agent

By: 
Name: Keith Vercauteren
Title: Director

SCHEDULE A
U.S. TRADEMARKS

U.S. Trademarks:

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
76034826	2000-04-26	I SPOT		
73638709	1987-01-02	ACTION LADY	1453696	1987-08-18
75620562	1999-01-13	ACTION LIGHTS	2464311	2001-06-26
75814056	1999-10-04	BETTYZ	2494940	2001-10-02
76073462	2000-06-20	BETTYZ	2685241	2003-02-11
75785941	1999-08-26	BRICK CITY	2559547	2002-04-09
76068498	2000-06-08	BRICK CITY	2549241	2002-03-19
76209859	2001-02-13	COOL BRANDS HOT PRICES	2661808	2002-12-17
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
76163238	2000-11-10	FIRST. FAST. BEST.	2506437	2001-11-13
75330479	1997-07-25	FOOACTION	2192188	1998-09-29
75544294	1998-08-27	FOOACTION STAR CARD	2346575	2000-05-02
74313175	1992-09-14	FOOACTION USA & Design	1776875	1993-06-15
78296624	2003-09-05	GET IN THE ACTION		
78172843	2002-10-10	GO ALL THE WAY		
75806842	1999-09-23	HOWZIT	2488855	2001-09-11
76065579	2000-06-08	HOWZIT	2449326	2001-05-08
74680847	1995-05-30	PLAYERS UNIVERSITY	2024984	1996-12-24
78253518	2003-05-25	PU	2832115	2004-04-13
78084255	2001-09-17	PUSH OR GET PULLED	2748759	2003-08-05
78084346	2001-09-18	SHOE ZONE	2754387	2003-08-19
76444345	2002-08-28	SHOE ZONE & Design	2731887	2003-07-01
78107268	2002-02-06	THE STREET STARTS HERE	2858766	2004-06-29
76167154	2000-11-17	WE GOT IT. THEY DON'T.	2506473	2001-11-13

EXECUTION COPY**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in Certain Intellectual Property (this "Release") is made and entered into this 19th day of July, 2004 by and between 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 in the Security Agreements) under the 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 payments and performance of the Obligations (as defined in the Security Agreements).

WITNESSETH:

WHEREAS, pursuant to the Security Agreements, the Debtors and the Collateral Agent entered into a Security Agreement (Trademarks) dated as of March 2, 2004 under which the Debtors granted security interests in the trademarks set forth therein including those trademarks set forth in Schedule A attached hereto (the "Intellectual Property") in favor of the Collateral Agent (for the benefit of the Secured Parties); and

WHEREAS, the Debtors wish to effect and record the release of all of the outstanding security interests in the Intellectual Property, and the Collateral Agent (on behalf of the Secured Parties) has agreed to execute such release documentation.

NOW THEREFORE, in consideration of the foregoing, the parties to this Release intending to be legally bound, agree as follows.

1. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Security Agreements.
2. The Collateral Agent (on behalf of the Secured Parties) hereby releases in its entirety any and all security interests it has against the Intellectual Property, and hereby agrees, at the expense of the Debtors, to take any actions and to execute any further documents necessary or reasonably requested by the Debtors to effectuate or evidence such release.
3. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Intellectual Property.
4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.


6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

DEBTORS

FOOTSTAR CORPORATION

By: 
Name: Marc Miller
Title: Vice President

APACHE MINNESOTA THOM McAN, INC.

By: 
Name: Marc Miller
Title: Vice President

ATHLETIC ATTIC OF TEXAS, INC.


By: 
Name: Marc Miller
Title: Vice President

NEVADA FEET, INC.

By: 
Name: Marc Miller
Title: Vice President

AGENT

FLEET RETAIL GROUP, INC.
as Collateral Agent

By: 
Name: Keith Vercauteren
Title: Director

SCHEDULE A
U.S. TRADEMARKS

U.S. Trademarks:

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
76034826	2000-04-26	1 SPOT		
73638709	1987-01-02	ACTION LADY	1453696	1987-08-18
75620562	1999-01-13	ACTION LIGHTS	2464311	2001-06-26
75814056	1999-10-04	BETTYZ	2494940	2001-10-02
76073462	2000-06-20	BETTYZ	2685241	2003-02-11
75785941	1999-08-26	BRICK CITY	2559547	2002-04-09
76068498	2000-06-08	BRICK CITY	2549241	2002-03-19
76209859	2001-02-13	COOL BRANDS HOT PRICES	2661808	2002-12-17
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
76163238	2000-11-10	FIRST. FAST. BEST.	2506437	2001-11-13
75330479	1997-07-25	FOOACTION	2192188	1998-09-29
75544294	1998-08-27	FOOACTION STAR CARD	2346575	2000-05-02
74313175	1992-09-14	FOOACTION USA & Design	1776875	1993-06-15
78296624	2003-09-05	GET IN THE ACTION		
78172843	2002-10-10	GO ALL THE WAY		
75806842	1999-09-23	HOWZIT	2488855	2001-09-11
76065579	2000-06-08	HOWZIT	2449326	2001-05-08
74680847	1995-05-30	PLAYERS UNIVERSITY	2024984	1996-12-24
78253518	2003-05-25	PU	2832115	2004-04-13
78084255	2001-09-17	PUSH OR GET PULLED	2748759	2003-08-05
78084346	2001-09-18	SHOE ZONE	2754387	2003-08-19
76444345	2002-08-28	SHOE ZONE & Design	2731887	2003-07-01
78107268	2002-02-06	THE STREET STARTS HERE	2858766	2004-06-29
76167154	2000-11-17	WE GOT IT. THEY DON'T.	2506473	2001-11-13