

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank		05/16/2008	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	FL Retail Operations LLC
Street Address:	112 West 34th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10120
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1453696	ACTION LADY
Registration Number:	2464311	ACTION LIGHTS
Registration Number:	2494940	BETTYZ
Registration Number:	2685241	BETTYZ
Registration Number:	2549241	BRICK CITY
Registration Number:	2661808	COOL BRANDS HOT PRICES
Registration Number:	2750344	FA USA
Registration Number:	2506437	FIRST. FAST. BEST.
Registration Number:	2192188	FOOACTION
Registration Number:	1776875	FOOACTION USA
Registration Number:	2488855	HOWZIT
Registration Number:	2024984	PLAYERS UNIVERSITY
Registration Number:	2832115	PU

CH \$515.00 1453696

Registration Number:	2748759	PUSH OR GET PULLED
Registration Number:	2506473	WE GOT IT. THEY DON'T.
Registration Number:	2858766	THE STREET STARTS HERE
Serial Number:	76034826	1 SPOT
Serial Number:	78306525	FA
Serial Number:	76593468	FOOTACTION USA
Registration Number:	2559547	BRICK CITY

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: James Talbot, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	615600/0016
NAME OF SUBMITTER:	James Talbot
Signature:	/James Talbot/
Date:	05/28/2008

Total Attachments: 6
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TRADEMARK TERMINATION AND RELEASE

THIS TRADEMARK TERMINATION AND RELEASE (this "Agreement") dated as of May 16, 2008, is made by and among FL Retail Operations LLC, a New York limited liability company (the "Grantor"), and The Bank of New York as Administrative Agent, LC Agent and Swingline Bank (the "Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement (as defined below).

RECITALS

A. WHEREAS, the Grantor and the Agent are parties to that certain 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"), by and among Foot Locker, Inc., its Subsidiaries party thereto, the banks from time to time party thereto, the Agent, 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;

B. WHEREAS, pursuant to the terms of an 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 Agent, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "Grantee"), Grantor granted to Grantee for the ratable benefit of such Secured Parties a continuing security interest in and to the assets of each Grantor specified therein, including all right, title and interest of Grantor in and to the Trademark Collateral, whether then owned or existing or thereafter acquired or arising, to secure the full and punctual payment of the Secured Obligations (as defined in the Security Agreement) of Grantor;

C. WHEREAS, in connection with the transactions contemplated by the Credit Agreement and the Security Agreement, each of the Grantors granted to Grantee for the ratable benefit of the Secured Parties a continuing security interest in and to the Trademarks and Trademark licenses identified on Exhibit A attached hereto (collectively, the "Trademarks"), pursuant to individual Trademark Security Agreements described below;

D. WHEREAS, in order to evidence the grant of security interests under the Security Agreement, the Grantor caused the due execution and delivery of, inter alia, certain filings in the United States Trademark and Trademark Office (the "USPTO");

E. WHEREAS, Grantor and the Agent entered into a Trademark Security Agreement as of August 11, 2004, pursuant to which Grantor granted to Grantee for the ratable benefit of the Secured Parties a continuing security interest in and to the Trademarks and Trademark licenses identified therein, which such Trademark Security

Agreement was recorded with the USPTO on November 10, 2004 at Reel 2975, Frame 0481.

F. WHEREAS, the Agent has agreed to terminate and release all security interests, liens and other encumbrances granted to or held by the Agent for the benefit of the Secured Parties as security for the Secured Obligations under the Credit Agreement, the Security Agreement and all documents ancillary or related thereto (collectively, the "Credit Documents").

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, each of the Grantor and the Agent hereby agree as follows:

SECTION 1. Termination, Release and Discharge. The Agent agrees to terminate and release all security interests, liens and other encumbrances granted to or held by the Agent in the Trademarks and the Trademark Collateral as security for the Secured Obligations under the Credit Documents. The Agent agrees that the Trademarks and the Trademark Collateral securing the Secured Obligations are released and discharged (without recourse, representation or warranty) from the security interests, liens and other encumbrances granted pursuant to the Credit Documents and are reconveyed to the Grantor automatically and without further action by the Agent and the Agent will forthwith terminate any security interests granted in connection therewith.

SECTION 2. Further Assurances. The Agent agrees that it shall, from time to time, at the expense of the Borrower, execute, acknowledge and deliver to each Grantor and its designees, successors or assigns such instruments, agreements, and other documents as such Grantor or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

SECTION 3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agent hereto has caused this Agreement to be executed by an officer duly authorized, as of the date first set forth above.

THE BANK OF NEW YORK, as Administrative Agent

By: 

Name: William M. Feathers

Title: Vice President

Acknowledged:

FL RETAIL OPERATIONS LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Agent hereto has caused this Agreement to be executed by an officer duly authorized, as of the date first set forth above.

THE BANK OF NEW YORK, as Administrative Agent

By: _____
Name: _____
Title: _____

Acknowledged:

FL RETAIL OPERATIONS LLC


By: 
Name: John A. Maurer
Title: VP and Treasurer

Exhibit A

Trademarks

[See attached]

FL RETAIL OPERATIONS LLC

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1,453,696	08/18/1987	Action Lady
2,464,311	06/26/2001	Action Lights
2,494,940	10/02/2001	Bettyz
2,685,241	02/11/2003	Bettyz
2,549,241	03/19/2002	Brick City
2,559,547	04/09/2002	Brick City
2,661,808	12/17/2002	Cool Brands Hot Prices
2,384,989	09/12/2000	FA & Design
2,750,344	08/12/2003	FA USA & Design
2,506,437	11/13/2001	First.Fast.Best
57391 (Texas Reg.)	12/15/1997	Footaction
2,192,188	09/29/1998	Footaction
2,346,575	05/02/2000	Footaction Star Card
57392 (Texas Reg.)	12/15/1997	Footaction USA
1,776,875	06/15/1993	Footaction USA and Design
2,449,326	05/08/2001	Howzit
2,488,855	09/11/2001	Howzit
2,024,984	12/24/1996	Players University
2,832,115	04/13/2004	PU
2,748,759	08/05/2003	Push or get Pulled
800,119,490	08/26/2002	Uprise
2,506,473	11/13/2001	We got it. They don't.
2,858,766	06/29/2004	The Street Starts Here

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
76-034,826	04/26/2000	I Spot
78-306,525	09/29/2003	FA & Design
78-296,624	09/05/2003	Get in the Action
78-172,843	10/10/2002	Go all the Way
76-593,468	05/21/2004	Footaction USA (and design)