

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Foot Locker Retail, Inc.		05/16/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	335 Madison Avenue, 5th Fl
<b>Internal Address:</b>	Mail Code: NY1-503-05-15; Attn: Thomas J. Kane
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 52**

Property Type	Number	Word Mark
Registration Number:	796781	KAPERS BY KINNEY
Registration Number:	1028019	KINNEY
Registration Number:	1032592	FOOT LOCKER
Registration Number:	1126857	FOOT LOCKER
Registration Number:	1178276	COLORADO
Registration Number:	1274670	
Registration Number:	1293487	
Registration Number:	1297167	FINAL CUT
Registration Number:	1376373	LADY FOOT LOCKER
Registration Number:	1454322	COLORADO
Registration Number:	1463504	STADIA
Registration Number:	1470717	SARAH TAYLOR
Registration Number:	1470741	MISS FLINGS

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Registration Number:	1471492	SUSIE Q'S
Registration Number:	1473621	AMERICA'S MOST COMPLETE ATHLETIC FOOTWEAR STORE
Registration Number:	1519330	ATHLETIC X-PRESS
Registration Number:	1539809	CHAMPS SPORTS
Registration Number:	1545925	BOOT CITY
Registration Number:	1549579	KINNEY
Registration Number:	1557357	FOOTQUARTERS
Registration Number:	1562804	KIDS FOOT LOCKER
Registration Number:	1587167	FOOT LOCKER SLAM FEST
Registration Number:	1588443	
Registration Number:	1591435	
Registration Number:	1769689	AUTOGRAPHS
Registration Number:	1798689	COLORADO
Registration Number:	1798787	COLORADO
Registration Number:	1839747	WORLD FOOT LOCKER
Registration Number:	1858172	EAGLE ROCK
Registration Number:	1864412	WORLD FOOT LOCKER
Registration Number:	2145191	ACTRA
Registration Number:	2485367	KIDSFOOTLOCKER.COM
Registration Number:	2542354	CHAMPSSPORTS.COM
Registration Number:	2554889	LADYFOOTLOCKER.COM
Registration Number:	2554892	FOOTLOCKER.COM
Registration Number:	2648479	
Registration Number:	2682492	FOOT LOCKER
Registration Number:	3006345	HOUSE OF HOOPS
Registration Number:	3061635	ELYSIUM
Registration Number:	3083446	WHERE SPORT LIVES
Registration Number:	3180480	LADY FOOT LOCKER SPORT
Registration Number:	3294584	GOING TO THE GAME
Registration Number:	3349384	CHAMPS SPORTS BOWL ORLANDO
Serial Number:	76581478	
Serial Number:	77044491	FOOTQUARTERS
Serial Number:	77076633	FLINGS
Serial Number:	77085324	FOOT QUARTERS

Serial Number:	77105180	STUDIO SIX
Serial Number:	77120603	G.A.S.S.
Serial Number:	78414932	AXP
Serial Number:	78553279	GREAT AMERICAN SHOE STORE
Serial Number:	78693640	KINNEY KIDS

**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 LLC

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:	05/29/2008

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, Foot Locker Retail, Inc., a New York corporation (herein referred to as "**Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Foot Locker, Inc., its Subsidiaries party thereto, the banks from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Bank, The Bank of New York as LC Agent, Banc of America Securities LLC and J.P. Morgan Securities Inc. as Joint Lead Arrangers and Book Runners, the Syndication Agent party thereto and the Documentation Agent party thereto are parties to a Sixth Amended and Restated Credit Agreement dated as of May 16, 2008 (as amended or amended and restated from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of a related Amended and Restated Security Agreement dated as of May 16, 2008 (as amended from time to time, the "**Security Agreement**") among Foot Locker Inc., its Subsidiaries party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in and to the assets of Grantor specified therein, including all right, title and interest of Grantor in and to the Patent Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each U.S. Trademark registration and application referred to in Schedule 1 hereto, and the goodwill of the business symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Trademark Collateral described in clauses (i) and (ii), including without limitation all claims against third parties for loss of, damage to or destruction of, or any past, present or future dilution, infringement or unauthorized use of, unfair competition with, or violation of intellectual property rights in connection with or injury to, any such collateral or for injury to the goodwill associated with any of the foregoing, in each case whether now existing or hereafter arising;

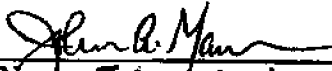
*provided* that "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as an Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which is permitted under the Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 11<sup>th</sup> day of May, 2008.

FOOT LOCKER RETAIL, INC.

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

Acknowledged:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT OF FOOT LOCKER RETAIL, INC.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of May, 2008.

FOOT LOCKER RETAIL, INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: Thomas J. Kane  
Name: Thomas J. Kane  
Title: Senior Vice President

(SIGNATURE PAGE TO PATENT SECURITY AGREEMENT OF FOOT LOCKER RETAIL, INC.)

TRADEMARK REGISTRATIONS

<b>Mark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>
ACTRA	Federal	2,145,191 (75-069,544)	03/17/1998 (03/11/1996)	Foot Locker Retail, Inc.
AMERICA'S MOST COMPLETE ATHLETIC FOOTWEAR STORE	Federal	1,473,621 (73-627,502)	01/19/1988 (10/29/1986)	Foot Locker Retail, Inc.
ATHLETIC X- PRESS	Federal	1,519,330 (73-706,946)	01/03/1989 (01/22/1988)	Foot Locker Retail, Inc.
AUTOGRAPHS	Federal	1,769,689 (74-313,682)	05/11/1993 (09/14/1992)	Foot Locker Retail, Inc.
AXP	Federal	(78-414,932)	(05/07/2004)	Foot Locker Retail, Inc.
BOOT CITY	Federal	1,545,925 (73-667,121)	07/04/1989 (06/18/1987)	Foot Locker Retail, Inc.
CHAMPS SPORTS	Federal	1,539,809 (73-754,531)	05/16/1989 (09/28/1988)	Foot Locker Retail, Inc.
CHAMPS SPORTS BOWL ORLANDO and Design	Federal	3,349,384 (78-498,930)	10/04/2007 10/13/2004	Foot Locker Retail, Inc.
CHAMPSSPORTS .COM	Federal	2,542,354 (76-015,891)	02/26/2002 (04/03/2000)	Foot Locker Retail, Inc.
COLORADO	Federal	1,454,322 (73-412,908)	03/19/1985 (02/09/1983)	Foot Locker Retail, Inc.
COLORADO and Design	Federal	1,798,689 (74-278,267)	10/12/1993 (05/26/1992)	Foot Locker Retail, Inc.
COLORADO and Design	Federal	1,798,787 (74-278,268)	10/12/1993 (05/26/1992)	Foot Locker Retail, Inc.
COLORADO and Design	Federal	1,178,276 (73-274,459)	11/17/1981 (08/18/1980)	Foot Locker Retail, Inc.
DESIGN ONLY	Federal	2,648,479 (76-218,538)	11/12/2002 (03/01/2001)	Foot Locker Retail, Inc.



<b>Mark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>
DESIGN ONLY	Federal	1,274,670 (73-413,061)	04/17/1984 (02/10/1983)	Foot Locker Retail, Inc.
DESIGN ONLY (Lady Striper)	Federal	(76-581,478)	(03/17/2004)	Foot Locker Retail, Inc.
DESIGN ONLY (Running Woman)	Federal	1,293,487 (73-435,495)	09/04/1984 (07/21/1983)	Foot Locker Retail, Inc.
DESIGN ONLY (Striped Shirt)	Federal	1,591,435 (73-800,151)	04/10/1990 (05/15/1989)	Foot Locker Retail, Inc.
DESIGN ONLY (Striped Shirt)	Federal	1,588,443 (73-800,218)	03/27/1990 (05/15/1989)	Foot Locker Retail, Inc.
EAGLE ROCK	Federal	1,858,172 (74-334,905)	10/11/1994 (11/27/1992)	Foot Locker Retail, Inc.
ELYSIUM and Design	Federal	3,061,635 (76-592,447)	02/28/2006 (05/17/2004)	Foot Locker Retail, Inc.
FINAL CUT	Federal	1,297,167 (73-443,829)	09/18/1984 (09/15/1983)	Foot Locker Retail, Inc.
FLINGS	Federal	(77-076,633)	1/5/2007	Foot Locker Retail, Inc.
FOOT LOCKER	Federal	1,126,857 (73-154,005)	11/20/1979 (01/03/1978)	Foot Locker Retail, Inc.
FOOT LOCKER and Design (Stripes Design)	Federal	2,682,492 (76-218,473)	02/04/2003 (03/01/2001)	Foot Locker Retail, Inc.
FOOT LOCKER SLAM FEST and Design	Federal	1,587,167 (73-757,007)	03/13/1990 (10/11/1988)	Foot Locker Retail, Inc.
FOOT LOCKER Stylized Letters	Federal	1,032,592 (73-050,452)	02/03/1976 (04/24/1975)	Foot Locker Retail, Inc.
FOOTLOCKER.C OM	Federal	2,554,892 (76-015,875)	04/02/2002 (04/03/2000)	Foot Locker Retail, Inc.
FOOTQUARTER S	Federal	1,557,357 (73-768,564)	09/19/1989 (12/07/1988)	Foot Locker Retail, Inc.
FOOTQUARTER S	Federal	(77-085,324)	(01/18/2007)	Foot Locker Retail, Inc.
FOOTQUARTER S	Federal	(77-044-491)	(11/15/2006)	Foot Locker Retail, Inc.
G.A.S.S.	Federal	(77-120,603)	(03/02/2007)	Foot Locker Retail, Inc.
GOING TO THE GAME	Federal	3,294,584 (78-310,130)	09/18/2007 (10/07/2003)	Foot Locker Retail, Inc.

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
GREAT AMERICAN SHOE STORE	Federal	(78-553,279)	(01/25/2005)	Foot Locker Retail, Inc.
HOUSE OF HOOPS	Federal	3,006,345 (78-153,636)	10/11/2005 (08/13/2002)	Foot Locker Retail, Inc.
KAPERS BY KINNEY	Federal	796,781 (72-189,709)	09/28/1965 (03/26/1964)	Foot Locker Retail, Inc.
KIDS FOOT LOCKER	Federal	1,562,804 (73-783,332)	10/24/1989 (02/27/1989)	Foot Locker Retail, Inc.
KIDSFOTLOCKER.COM	Federal	2,485,367 (78-003,939)	09/04/2001 (04/13/2000)	Foot Locker Retail, Inc.
KINNEY	Federal	1,549,579 (73-719,309)	07/25/1989 (03/28/1988)	Foot Locker Retail, Inc.
KINNEY (Stylized Letters)	Federal	1,028,019 (73-040,649)	12/23/1975 (12/30/1974)	Foot Locker Retail, Inc.
KINNEY KIDS	Federal	(78-693,640)	(08/16/2005)	Foot Locker Retail, Inc.
LADY FOOT LOCKER	Federal	1,376,373 (73-434,171)	12/17/1985 (07/11/1983)	Foot Locker Retail, Inc.
LADY FOOT LOCKER SPORT	Federal	3,180,480 (78-774,989)	12/05/2006 (12/16/2005)	Foot Locker Retail, Inc.
LADYFOOTLOCKER.COM	Federal	2,554,889 (76-015,600)	04/02/2002 (04/03/2000)	Foot Locker Retail, Inc.
MISS FLINGS	Federal	1,470,741 (73-659,257)	12/29/1987 (04/30/1987)	Foot Locker Retail, Inc.
SARAH TAYLOR	Federal	1,470,717 (73-632,068)	12/29/1987 (11/24/1986)	Foot Locker Retail, Inc.
STADIA	Federal	1,463,504 (73-619,442)	11/03/1987 (09/12/1986)	Foot Locker Retail, Inc.
STUDIO SIX	Federal	(77-105,180)	(02/12/2007)	Foot Locker Retail, Inc.
SUSIE Q'S	Federal	1,471,492 (73-661,652)	01/05/1988 (05/18/1987)	Foot Locker Retail, Inc.
WHERE SPORT LIVES	Federal	3,083,446 (78-273,075)	4/18/2006 (07/11/2003)	Foot Locker Retail, Inc.
WORLD FOOT LOCKER	Federal	1,839,747 (74-421,925)	06/14/1994 (08/09/1993)	Foot Locker Retail, Inc.

<b>Mark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>
WORLD FOOT LOCKER and Design	Federal	1,864,412 (74-306,578)	11/22/1994 (08/24/1992)	Foot Locker Retail, Inc.

TRADEMARK LICENSES

None.