

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| FL Retail Operations LLC | | 05/16/2008 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 1453696 | ACTION LADY |
| Registration Number: | 1776875 | FOOACTION USA |
| Registration Number: | 2024984 | PLAYERS UNIVERSITY |
| Registration Number: | 2192188 | FOOACTION |
| Registration Number: | 2464311 | ACTION LIGHTS |
| Registration Number: | 2488855 | HOWZIT |
| Registration Number: | 2494940 | BETTYZ |
| Registration Number: | 2506437 | FIRST. FAST. BEST. |
| Registration Number: | 2506473 | WE GOT IT. THEY DON'T. |
| Registration Number: | 2549241 | BRICK CITY |
| Registration Number: | 2559547 | BRICK CITY |
| Registration Number: | 2661808 | COOL BRANDS HOT PRICES |
| Registration Number: | 2685241 | BETTYZ |

CH \$540.00 1453696

| | | |
|----------------------|----------|------------------------|
| Registration Number: | 2748759 | PUSH OR GET PULLED |
| Registration Number: | 2750344 | FA USA |
| Registration Number: | 2832115 | PU |
| Registration Number: | 2858766 | THE STREET STARTS HERE |
| Registration Number: | 2984423 | 1 SPOT |
| Registration Number: | 3056861 | FOOACTION USA |
| Registration Number: | 3170801 | FOOACTION USA |
| Serial Number: | 78306525 | FA |

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: | 05/29/2008 |

Total Attachments: 7
source=nyc3-642355-2#page1.tif
source=nyc3-642355-2#page2.tif
source=nyc3-642355-2#page3.tif
source=nyc3-642355-2#page4.tif
source=nyc3-642355-2#page5.tif
source=nyc3-642355-2#page6.tif
source=nyc3-642355-2#page7.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, FL Retail Operations LLC, a New York limited liability company (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;

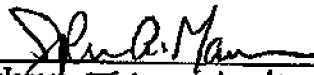
provided that "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under 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 16th day of May, 2008.

FL RETAIL OPERATIONS, LLC

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 FL RETAIL OPERATIONS, LLC]

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

FL RETAIL OPERATIONS LLC

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 Trademark Security Agreement of FL Retail Operations LLC]

772154-New York Server 1A - MSW

TRADEMARK REGISTRATIONS

| Mark | Country | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner |
|--|----------------|--------------------------------|--------------------------------------|--------------------------|
| I SPOT | Federal | 2,984,423 (76-034,826) | 08/16/2005 (04/26,2000) | FL Retail Operations LLC |
| ACTION LADY | Federal | 1,453,696 (73-638,709) | 08/18/1987 (01/02/1987) | FL Retail Operations LLC |
| ACTION LIGHTS | Federal | 2,464,311 (75-620,562) | 06/26/2001 (01/13/1999) | FL Retail Operations LLC |
| BETTYZ | Federal | 2,494,940 (75-814,056) | 10/02/2001 (10/04/1999) | FL Retail Operations LLC |
| BETTYZ | Federal | 2,685,241 (76-073,462) | 02/11/2003 (06/20/2000) | FL Retail Operations LLC |
| BRICK CITY | Federal | 2,549,241 (76-068,498) | 03/19/2002 (06/08/2000) | FL Retail Operations LLC |
| BRICK CITY | Federal | 2,559,547 (75-785,941) | 04/09/2002 (08/26/1999) | FL Retail Operations LLC |
| COOL BRANDS HOT PRICES | Federal | 2,661,808 (76-209,859) | 12/17/2002 (02/13/2001) | FL Retail Operations LLC |
| FA and Design | Federal | (78-306,525) | 09/29/2003) | FL Retail Operations LLC |
| FA USA and Design | Federal | 2,750,344 (78-127,876) | 08/12/2003 (05/10/2002) | FL Retail Operations LLC |
| FIRST. FAST.BEST. | Federal | 2,506,437 (76-163,238) | 11/13/2001 (11/10/2000) | FL Retail Operations LLC |
| FOOT ACTION | Federal | 2,192,188 (75-330,479) | 09/29/1998 (07/25/1997) | FL Retail Operations LLC |
| FOOTACTION USA and Design | Federal | 1,776,875 (74-313,175) | 06/15/1993 (09/14/1992) | FL Retail Operations LLC |
| FOOTACTION USA and Design | Federal | 3,056,861 (76-593,468) | 02/07/2006 (05/21/2004) | FL Retail Operations LLC |
| FOOTACTION USA (Word and Design) | Federal | 3,170,801 (78-627,423) | 11/14/2006 (05/11/2005) | FL Retail Operations LLC |
| HOWZIT | Federal | 2,488,855 (75-806,842) | 09/11/2001 (09/23/1999) | FL Retail Operations LLC |
| PLAYERS UNIVERSITY | Federal | 2,024,984 (74-680,847) | 12/24/1996 (05/30/1995) | FL Retail Operations LLC |
| PU | Federal | 2,832,115 (78-253,518) | 04/13/2004 (05/23/2003) | FL Retail Operations LLC |

| Mark | Country | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner |
|---------------------------|----------------|--------------------------------|--------------------------------------|--------------------------|
| PUSH OR GET PULLED | Federal | 2,748,759 (78-084,255) | 08/05/2003 (09/17/2001) | FL Retail Operations LLC |
| THE STREET STARTS HERE | Federal | 2,858,766 (78-107,268) | (06/29/2004) (02/06/2002) | FL Retail Operations LLC |
| WE GOT IT. THEY DON'T. | Federal | 2,506,473 (76-167,154) | 11/13/2001 (11/17/2000) | FL Retail Operations LLC |

TRADEMARK LICENSES

None.