

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:	Foot Locker Asia, Inc.
Street Address:	112 West 34th St.
City:	New York
State/Country:	NEW YORK
Postal Code:	10120
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1126857	FOOT LOCKER
Registration Number:	2682492	FOOT LOCKER
Registration Number:	1032592	FOOT LOCKER
Registration Number:	1061754	FOOT LOCKER
Registration Number:	1591435	
Registration Number:	1588443	

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
 Address Line 1: Four Times Square
 Address Line 2: Attn: James Talbot, Esq.

CH \$165.00 1126857

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 615600/0016

NAME OF SUBMITTER: James Talbot

Signature: /James Talbot/

Date: 09/26/2008

Total Attachments: 8
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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 Foot Locker Asia, Inc., a Delaware corporation (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 June 16, 1999 and amended and restated 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 June 14, 2007, 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 June 28, 2007 at Reel 3570, Frame 0468.

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.

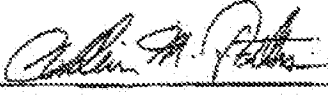
SECTION 3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

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:

FOOT LOCKER ASIA, INC.

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:

FOOT LOCKER ASIA, INC.

By: *[Signature]*
Name: John A. Maxwell
Title: VP and Treasurer

Exhibit A

Trademarks

[See attached]

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties to Agreement</u>	<u>Date of Agreement</u>	<u>Licensed Marks</u>
License agreement between Foot Locker Inc. and Foot Locker Asia, Inc.	Foot Locker Retail, Inc., as Licensor and Foot Locker Asia, Inc., as Licensee	April 5, 2007	"Foot Locker" "Striped Shirt and Design"

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
FOOT LOCKER							
UNITED STATES	T00232US0	1/3/1978	73154,008	11/20/1979	1,328,857	REGISTERED	25
FOOT LOCKER (and Striper Design)							
UNITED STATES	T01708US0	3/1/2001	76218,473	2/4/2003	2,892,492	REGISTERED	25
FOOT LOCKER (Stylized)							
UNITED STATES	T00239US0	4/24/1978	73060,482	3/5/1978	1,832,592	REGISTERED	42
UNITED STATES	T00283US1	7/19/1978	73403,921	3/22/1977	1,281,754	REGISTERED	25

COUNTRY	REFERENCE	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
STRIPED SELEKT & Design							
UNITED STATES	T02463USD	5/15/1999	73900,181	4/10/1999	1,501,435	REGISTERE	42
UNITED STATES	T02463US1	5/15/1999	73900,218	3/27/1999	1,508,443	REGISTERE	51, 23, 25 28