

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Termination and Release	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank		05/16/2008	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eastbay, Inc.		
<b>Street Address:</b>	427 Third Street		
<b>City:</b>	Wausau		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54403		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2858852	YOUR MILLION-SQUARE-FOOT CYBER WAREHOUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	mmcguire@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Resa Schlossberg, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	6156000/16		
<b>NAME OF SUBMITTER:</b>	Resa Schlossberg		
<b>Signature:</b>	/Resa Schlossberg/		

CH \$40.00 2858852

Date:

04/02/2009

**Total Attachments: 7**

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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 Eastbay, Inc., a Wisconsin 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 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 August 17, 2004 at Reel 2927, Frame

0287 and again with an amended schedule on November 10, 2004 at Reel 2975, Frame 0284.

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:

EASTBAY, 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:

EASTBAY, INC.

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

**Exhibit A**

**Trademarks**

[See attached]

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1,558,121	09/26/1989	Eastbay Gear and design
2,445,361	04/24/2001	Design only
1,923,060	09/26/1995	E and Design
1,962,110	03/12/1996	Eastbay
1,304,300	11/06/1984	Eastbay
2,851,855	06/08/2004	Eastbay for Her
1,832,186	04/19/1994	Final Score and design
1,903,856	07/04/1995	Just Add Desire
2,095,641	09/09/1997	Pacesetter
2,265,179	07/27/1999	Sam Dunk
2,307,650	01/11/2000	Summit
1,922,261	09/26/1995	The Athletic Sportssource
2,134,757	02/03/1998	Smash Mouth
25,206 (Wisconsin Reg.)	03/01/1978	Eastbay

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
78-310,147	10/07/2003	Eastbay.com
78-391,303	03/26/2004	Our Promise. Your Performance.
78-308,367	10/02/2003	The Extra Mile
78-162,584	09/10/2002	Your Million Square Foot
78-109,899	02/20/2002	Cyberwarehouse
78-109,906	02/20/2002	Your Baseball Sportssource
		TRACK AND FIELD
		SPORTSOURCE

TRADEMARK LICENSES

None.



EASTBAY, INC.

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1,903,856	07/04/1995	Just Add Desire
2,095,641	09/09/1997	Pacesetter
2,265,179	07/27/1999	Sam Dunk
2,307,650	01/11/2000	Summit
1,922,621	09/26/1995	The Athletic Sportsource
2,134,757	02/03/1998	Smash Mouth
2,858,852	06/29/2004	Your Million-Square-Foot Cyber Warehouse
25,206 (Wisconsin Reg.)	03/01/1978	Eastbay

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