

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Foot Locker Retail, Inc.	05/16/2008

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
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	D357591
Patent Number:	D349302
Patent Number:	D355794
Patent Number:	D355797
Patent Number:	D356222
Patent Number:	D354870
Patent Number:	D364931
Patent Number:	D349260
Patent Number:	D350083
Patent Number:	D350304
Patent Number:	D350305
Patent Number:	D356455
Patent Number:	D361003
Patent Number:	D359864

PATENT

500552736

REEL: 021018 FRAME: 0356

CH \$760.00 D357591

Patent Number:	D370801
Patent Number:	D359865
Patent Number:	D368815
Patent Number:	D373035
Application Number:	09259351

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-300

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.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

615600/0016

NAME OF SUBMITTER:

James Talbot

Total Attachments: 6

source=nyc3-642490-1#page1.tif

source=nyc3-642490-1#page2.tif

source=nyc3-642490-1#page3.tif

source=nyc3-642490-1#page4.tif

source=nyc3-642490-1#page5.tif

source=nyc3-642490-1#page6.tif

PATENT 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 Patent 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 and to all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

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

(ii) each Patent License (as defined in the Security Agreement), including, without limitation, each Patent 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 Patent 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.

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 Patent 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 Patent 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 Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16th day of May.

FOOT LOCKER RETAIL, INC.

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

Acknowledged:

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

By: _____
Name:
Title:

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

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

FOOT LOCKER RETAIL, INC.

By: _____

Name:

Title:

Acknowledged:

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

By: _____

Name: Thomas J. Kane

Title: Senior Vice President

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

Patents and Patent Licenses

U.S. PATENTS

FOOT LOCKER RETAIL, INC.

Patent No.	Issue Date	Title
D357,591	04/25/1995	Swing
D349,302	08/02/1994	Conical Channel for Retail Displays
D355,794	02/28/1995	Conical Display
D355,797	02/28/1995	Display Rack w/Dual Conical Ends
D356,222	03/14/1995	Display Rack with a Conical End
D354,870	01/31/1995	Display Stand
D364,931	12/05/1995	Facade of a portal
D349,260	08/02/1994	Figure
D350,083	08/30/1994	Figure
D350,304	09/06/1994	Figure
D350,305	09/06/1994	Figure
D356,455	03/21/1995	Half Circled Display Counter with Angled Recessed Sections
D361,003	08/08/1995	Mirrored Retail Display Platform
D359,864	07/04/1995	Three-Sided Monitor Display Case
D370,801	6/18/1996	Multi-Circular Design For A Retail Display
D359,865	07/04/1995	Display Case
D368,815	04/16/1996	Display Stand
D373,035	08/27/1996	Display Stand

U.S. PATENT APPLICATIONS
FOOT LOCKER RETAIL, INC.

Serial No..	Filing Date	Title
09/259,351	03/01/1999	Crew Socks with Light Reflective Capabilities

PATENT LICENSES

None