

Form PTO-1594  
(rev 3/1)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**FL Retail Operations LLC**

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation
- Other: **New York Limited Liability Company**

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

**The Bank of New York, as  
Administrative Agent  
One Wall Street  
New York, NY 10286**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other – **Bank**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment       Merger
- Security Agreement       Change of Name
- Other:

Execution Date: **August 2, 2004**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

**See Attached**

B. Trademark Registration No(s).

**See Attached**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Elaine D. Ziff, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036**

6. Total number of applications/registrations involved: **25**

7. Total fee (37 CFR 3.41) **\$640**

All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 615600/16)**

8. Deposit Account No. **19-2385**

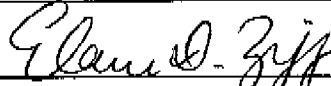
Authorized User Name **Faith C. Robinson**

DO NOT USE THIS SPACE

9. Signature.

Elaine D. Ziff

Name



Signature

August 17, 2004

Date

Total number of pages including cover sheet, attachments, and document: **9**

CH \$640.00 192385 76034826

Page 2

**CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers**

| A. Trademark Application<br>No(s). | B. Trademark Registration<br>No(s). |
|------------------------------------|-------------------------------------|
| 76034826                           | 1453696                             |
| 78306525                           | 2464311                             |
| 78296624                           | 2494940                             |
| 78172843                           | 2685241                             |
| 78107268                           | 2549241                             |
| 76593468                           | 2559547                             |
|                                    | 2661808                             |
|                                    | 2384989                             |
|                                    | 2750344                             |
|                                    | 2506437                             |
|                                    | 2192188                             |
|                                    | 2346575                             |
|                                    | 1776875                             |
|                                    | 2449326                             |
|                                    | 2488855                             |
|                                    | 2024984                             |
|                                    | 2832115                             |
|                                    | 2748759                             |
|                                    | 2506473                             |

## 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, The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank, 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 are parties to a 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**”); and

WHEREAS, pursuant to the terms of a related 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 Bank of New York, 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 ratable 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 Trademark Collateral, whether now owned or existing or hereafter acquired or arising, to secure the full and punctual payment of 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 full and punctual payment of 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.

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 2<sup>nd</sup> day of August 2004

FL RETAIL OPERATIONS LLC

By: Peter D Brown  
Name: Peter D. Brown  
Title: Vice President and Treasurer  
Address: 112 West 34th Street,  
New York, New York 10120

Acknowledged:

THE BANK OF NEW YORK, as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:  
Address: One Wall Street,  
New York, NY 10286

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

I, Sheilagh M. Clarke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peter D. Brown, Vice President and Treasurer of FL Retail Operations LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Treasurer, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 2<sup>nd</sup> day of August 2004.

[Seal]

Sheilagh M. Clarke  
Signature of notary public  
My Commission expires

**SHEILAGH M. CLARKE**  
Notary Public, State of New York  
No. 01CL4739218  
Qualified in New York County  
Commission Expires May 31, 2007

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2<sup>nd</sup> day of August 2004.

FL RETAIL OPERATIONS LLC

By: \_\_\_\_\_  
Name: Peter D. Brown  
Title: Vice President and Treasurer  
Address: 112 West 34th Street,  
New York, New York 10120

Acknowledged:

THE BANK OF NEW YORK, as  
Administrative Agent

By: *Randolph E.J. Medrano*  
Name: Randolph E.J. Medrano  
Title: Vice President  
Address: One Wall Street,  
New York, NY 10286

Schedule I  
to Trademark  
Security Agreement

TRADEMARK REGISTRATIONS

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Mark</u>               |
|-------------------------|--------------------------|---------------------------|
| 1,453,696               | 08/18/1987               | Action Lady               |
| 2,464,311               | 06/26/2001               | Action Lights             |
| 2,494,940               | 10/02/2001               | Bettyz                    |
| 2,685,241               | 02/11/2003               | Bettyz                    |
| 2,549,241               | 03/19/2002               | Brick City                |
| 2,559,547               | 04/09/2002               | Brick City                |
| 2,661,808               | 12/17/2002               | Cool Brands Hot Prices    |
| 2,384,989               | 09/12/2000               | FA & Design               |
| 2,750,344               | 08/12/2003               | FA USA & Design           |
| 2,506,437               | 11/13/2001               | First.Fast.Best           |
| 57391 (Texas Reg.)      | 12/15/1997               | Footaction                |
| 2,192,188               | 09/29/1998               | Footaction                |
| 2,346,575               | 05/02/2000               | Footaction Star Card      |
| 57392 (Texas Reg.)      | 12/15/1997               | Footaction USA            |
| 1,776,875               | 06/15/1993               | Footaction USA and Design |
| 2,449,326               | 05/08/2001               | Howzit                    |
| 2,488,855               | 09/11/2001               | Howzit                    |
| 2,024,984               | 12/24/1996               | Players University        |
| 2,832,115               | 04/13/2004               | PU                        |
| 2,748,759               | 08/05/2003               | Push or get Pulled        |
| 800,119,490             | 08/26/2002               | Uprise                    |
| 2,506,473               | 11/13/2001               | We got it. They don't.    |

TRADEMARK APPLICATIONS

| <u>Application No.</u> | <u>Filing Date</u> | <u>Mark</u>                 |
|------------------------|--------------------|-----------------------------|
| 76-034,826             | 04/26/2004         | 1 Spot                      |
| 78-306,525             | 09/29/2003         | FA & Design                 |
| 78-296,624             | 09/05/2003         | Get in the Action           |
| 78-172,843             | 10/10/2002         | Go all the Way              |
| 78-107,268             | 02/06/2002         | The Street Starts Here      |
| 76-593,468             | 05/21/2004         | Footaction USA (and design) |



EMARK LICENSES

None.