

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
Foot Locker Asia, Inc.		06/15/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York		
Street Address:	One Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank:		
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:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		

CH \$165.00 1126857

ATTORNEY DOCKET NUMBER:	CSC # 967628
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/28/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

WHEREAS, FOOT LOCKER ASIA, INC., a Delaware corporation located at 112 West 34th Street, New York, New York 10120 (herein referred to as "**Grantor**") is a licensee under a certain License Agreement dated April 5, 2007 between Foot Locker Retail, Inc. and Grantor, pursuant to which Grantor has been granted the non-exclusive right to use the marks "Foot Locker" and "Striped Shirt and Design" in the Republic of Korea (the "**Korean Trademark License**");

WHEREAS, Foot Locker, Inc., its Subsidiaries party thereto (including but not limited to Grantor), the banks party thereto, the co-agents party thereto, The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank and the Lead Arrangers 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 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 (including but not limited to) 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 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 (as defined below), 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, and the goodwill of the business symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including the Korean Trademark License identified in Schedule 1 hereto, and all the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; 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, the Trademark Collateral described in clause (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 as of the 14th day of June, 2007.

FOOT LOCKER ASIA, INC.

By: 

Name: Robert W. McHugh
Title: Senior Vice President

Acknowledged:

THE BANK OF NEW YORK,
as Administrative Agent

By: _____

Name:
Title:

STATE OF NEW YORK)

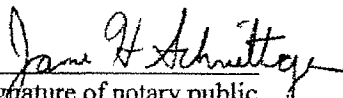
COUNTY OF NEW YORK)

ss.:

I, James H. Schnittger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert W. McHugh, Senior Vice President of Foot Locker Asia, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, 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 15th day of June, 2007.


[Seal]


Signature of notary public
My Commission expires _____

JAMES H. SCHNITTGER
Notary Public, State of New York
No. 4760366
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires February 28, 2011


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the 14th day of June, 2007.

FOOT LOCKER ASIA, INC.

By: 
Name: Robert W. McHugh
Title: Senior Vice President

Acknowledged:

THE BANK OF NEW YORK,
as Administrative Agent

By: 
Name: RANDOLPH E. MEDIANO
Title: VICE PRESIDENT

Schedule I
to Trademark
Security Agreement

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"

(NY) 02834/016/MISC06/flasia.tea.doc

Trademark Report by Mark
Country: US
Status: ACTIVE
Mark: foot locker®

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
FOOT LOCKER							
UNITED STATES	T00232US0	1/3/1978	73/154,005	11/20/1979	1,126,857	REGISTERE	25
FOOT LOCKER (and Stripes Design)							
UNITED STATES	T01708US0	3/1/2001	75/218,473	2/4/2003	2,682,492	REGISTERE	35
FOOT LOCKER (Stylized)							
UNITED STATES	T00235US0	4/24/1975	73/050,452	2/3/1976	1,032,592	REGISTERE	42
UNITED STATES	T00235US1	7/19/1976	73/093,921	3/22/1977	1,061,754	REGISTERE	25

END OF REPORT

Trademark Report by Mark
Country: US
Status: ACTIVE
Mark: "striped"

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
STRIPED SHIRT & Design							
UNITED STATES	T00483US0	5/15/1989	73/800,151	4/10/1990	1,591,435	REGISTERE	42
UNITED STATES	T00483US1	5/15/1989	73/800,218	3/27/1990	1,588,443	REGISTERE	01,03,25 26

END OF REPORT