

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:	Eastbay, Inc.
Street Address:	427 Third Street
City:	Wausau
State/Country:	WISCONSIN
Postal Code:	54401
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1558121	EAST BAY GEAR EBG
Registration Number:	1962110	EASTBAY
Registration Number:	1304300	EASTBAY
Registration Number:	1832186	FINAL SCORE
Registration Number:	1903856	JUST ADD DESIRE
Registration Number:	1922621	THE ATHLETIC SPORTSOURCE

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

CH \$165.00 1558121

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 615600/0016

NAME OF SUBMITTER: James Talbot

Signature: /James Talbot/

Date: 05/27/2008

Total Attachments: 7

source=nyc3-641963-2#page1.tif

source=nyc3-641963-2#page2.tif

source=nyc3-641963-2#page3.tif

source=nyc3-641963-2#page4.tif

source=nyc3-641963-2#page5.tif

source=nyc3-641963-2#page6.tif

source=nyc3-641963-2#page7.tif

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 Second Amended and Restated Credit Agreement, dated as of April 9, 1997 and amended and restated as of March 19, 1999 (as amended or amended and restated from time to time, the "Credit Agreement"), by and among Venator Group, Inc., its Subsidiaries party thereto, the banks party thereto, Bank of America National Trust & Savings Association as Documentation Agent, the Agent, and the Lead Arrangers parties thereto;

B. WHEREAS, pursuant to the terms of a related Security Agreement dated as of June 16, 1999 (as amended from time to time, the "Security Agreement") among Venator Group, 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 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 16, 1999, 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 September 10, 1999 at Reel 1956, Frame 0329.

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. Ma
Name: John A. Maude
Title: VP and Treasurer

Exhibit A

Trademarks

[See attached]

EASTBAY, INC.

Owner Trademark Report by Mark
 Country: US
 Status: ACTIVE

Printed: 6/28/99 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
EAST BAY GEAR EBG							
UNITED STATES	T01137US0	11/2/88	73/761,501	9/26/89	1,558,121	REGISTERED	25
COMMANDER K							
UNITED STATES	T01140US0	2/18/94	74,491,764	10/10/95	1,926,721	REGISTERED	42
E (AND DESIGN)							
UNITED STATES	T01136US0	6/1/95	74/682,802			PENDING	18,22,25
UNITED STATES	T01136US1	1/11/94	74/479,315	9/26/95	1,923,060	REGISTERED	42
EASTBAY							
UNITED STATES	T01135US0	6/1/95	74/682,808	3/12/96	1,962,110	REGISTERED	18,22,25 28
UNITED STATES	T01135US1	12/15/83	73/457,155	11/6/84	1,304,300	REGISTERED	42
FINAL SCORE (AND DESIGN)							
UNITED STATES	T01142US0	12/29/92	74/344,132	4/19/94	1,832,186	REGISTERED	16
JUST ADD DESIRE							
UNITED STATES	T01144US0	3/26/92	74/372,291	7/4/95	1,903,856	REGISTERED	42
PACESETTER							
UNITED STATES	T01145US0	5/31/95	74/682,713	9/9/97	2,095,641	REGISTERED	25
PURSUIT							
UNITED STATES	T01146US0	5/22/95	74/677,938	6/17/97	2,072,409	REGISTERED	25
QUEST							
UNITED STATES	T01147US0	5/22/95	74/677,937			PENDING	25
R VILLAGE DIRECT							
UNITED STATES	T01320US0	2/9/98	75/431,232			ALLOWED	35
R VILLAGE DIRECT (STYLIZED)							
UNITED STATES	T01319US1	2/9/98	75/431,233			ALLOWED	35
SAM DUNK							
UNITED STATES	T01148US0	12/12/94	74/609,379			ALLOWED	25
SMASH MOUTH							
UNITED STATES	T01149US0	12/12/94	74/609,379	2/3/98	2,134,757	REGISTERED	25
SPEED DEMON							
UNITED STATES	T01150US0	2/18/94	74/492,131	10/10/95	1,926,722	REGISTERED	42
SPIKE							
UNITED STATES	T01151US0	12/12/94	74/609,699			ALLOWED	25

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
---------	------------	-------	-------	-------	------	--------	---------

SUMMIT

UNITED STATES	T01152US0	5/22/95	74/677,939			PENDING	25
---------------	-----------	---------	------------	--	--	---------	----

THE ATHLETIC SPORTSOURCE

UNITED STATES	T01153US0	2/3/94	74/486,137	9/28/95	1,922,821	REGISTERED	42
---------------	-----------	--------	------------	---------	-----------	------------	----

END OF REPORT

TOTAL ITEMS SELECTED = 19