

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

06-17-2003



COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

ONLY *Resubm 10-25-02* record the attached original documents or copy thereof.

To the Honorable Comr 1. Name of conveying party(i) Footstar Corporation, Apache Minnesota Thom Mean, Inc., Athletic Attic of Texas, Inc., and Nevada Feet, Inc. 10-25-02

Name: Fleet Retail Finance Inc. Internal Address: Street Address: 40 Broad Street, 10th Floor City: Boston State MA ZIP 02109

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

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: October 18, 2002

4. Application number(s) or patent number(s): A. Trademark Application No(s) See Schedule A attached. B. Trademark Registration No(s) See Schedule A attached.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Judy Radoccia Internal Address: Edwards & Angell, LLP Street Address: 101 Federal Street City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 253

7. Total fee (37 CFR 3.41) \$6,340.00 Enclosed Fee Pd. Authorized to be charged to deposit account

8. Deposit Account Number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia Name of Person Signing Signature Date 10/24/02

Total number of pages including cover sheet, attachments, and document 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

UACJAFORMS

SCHEDULE A
TRADEMARKS / SERVICE MARKS

U.S. Trademarks:

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
76034826	2000-04-26	1 SPOT		
78074486	2001-07-18	540B		
73638709	1987-01-02	ACTION LADY	1453696	1987-08-18
75620562	1999-01-13	ACTION LIGHTS	2464311	2001-06-26
73595822	1986-04-28	ACTIVES	1416739	1986-11-11
78137579	2002-06-21	AIR THRUST		
73538550	1985-05-20	AMERATI	1399534	1986-07-01
72451446	1973-03-14	AMERI KIDS & Design	996507	1974-10-22
75838350	1999-11-02	AMERICA'S FAVORITE WORKBOOTS	2479220	2001-08-21
74420473	1993-08-05	ANI-MATE	1902194	1995-06-27
78107271	2002-02-06	ARE YOU ON THE UPRISE?		
75590977	1998-11-18	ATHLETIC ATTIC	2325825	2000-03-07
73129331	1977-06-06	ATHLETIC ATTIC & Design	1100250	1978-08-22
73129334	1977-06-06	ATHLETIC ATTIC & Design	1103580	1978-10-03
73129332	1977-06-06	ATHLETIC ATTIC (stylized)	1104331	1978-10-17
75539347	1998-08-20	ATHLETIC ATTIC (stylized)	2325573	2000-03-07
75590987	1998-11-18	ATHLETIC ATTIC (stylized)	2325826	2000-03-07
75590986	1998-11-18	ATHLETIC LADY	2340394	2000-04-11
73274158	1981-05-18	ATHLETIC LADY & Design	1216792	1982-11-16
75590988	1998-11-18	ATHLETIC LADY (stylized)	2328597	2000-03-14
73718445	1988-03-24	B.O.Q.	1513678	1988-11-22
73450488	1983-10-31	BACKROADS	1299636	1984-10-09
73538630	1985-05-20	BACKTRAIL	1371445	1985-11-19
73330140	1981-09-28	BALLOON	1231183	1983-03-15
73501813	1984-10-01	BALLOONS	1336850	1985-05-21
73519308	1985-01-25	BALLOONS	1384371	1985-08-13
75846367	1999-11-10	BAYBERRY & CO.	2406059	2000-11-21
73506088	1984-10-29	BELLE AMIE	1340996	1985-06-11
75814056	1999-10-04	BETTYZ	2494940	2001-10-02
76073462	2000-06-20	BETTYZ		
75474525	1998-04-27	BLUE HILL TRADING CO.	2393957	2000-10-10
73470829	1984-03-19	BOND STREET	1346329	1985-07-02
75785941	1999-08-26	BRICK CITY	2559547	2002-04-09
76068498	2000-06-08	BRICK CITY	2549241	2002-03-19
73755699	1988-10-03	BRITE LINES & Design	1559083	1989-10-03
75881838	1999-12-28	BUTTERFLIES & Design		
76372800	2002-02-20	C and Design		
73404634	1982-12-03	CARA MIA	1272851	1984-04-03
75180649	1996-10-04	CITY CONNECTION	2070079	1997-06-10
76321635	2001-10-04	CLUB MARINA	2570136	2002-05-14
71147573	1921-05-11	COBBIE	151287	1922-01-24
73025963	1974-07-01	COBBIE	1011057	1975-05-20
73247509	1980-01-24	COBBIE CUDDLERS	1168509	1981-09-08
73269868	1980-07-11	COBBIE CUDDLERS & Design	1253005	1983-10-04
73344139	1982-01-04	COBBIE CUDDLERS SHOES YOU CAN LIVE IN	1232860	1983-03-29
72277231	1967-07-31	COBBIES (stylized)	854680	1968-08-13
73384486	1982-09-09	COBBIES 10	1251768	1983-09-20
73415700	1983-03-03	COBBIES TECH ONE (stylized)	1275317	1984-04-24
75743051	1999-07-02	COMFORT LITES	2333363	2000-03-21
78081208	2001-08-27	COMFORT LITES		
73736815	1988-06-27	COMFORT SYSTEM	1525854	1989-02-21

Application Serial No.	Filed	Trademark/ Service Mark	Registration No	Issued
74333229	1992-11-20	COMFORT SYSTEM	1932449	1995-11-07
76209859	2001-02-13	COOL BRANDS HOT PRICES		
73506368	1984-10-31	COUNTRY BAGS	1347871	1985-07-09
73602526	1986-06-02	COUNTRY SOCKS	1422983	1986-12-30
74531583	1994-05-27	COZY-TIME	2022393	1996-12-10
73198424	1978-12-29	CREME PUFFS	1137446	1980-07-01
72196211	1964-06-22	CUDDLER	799553	1965-11-30
73235657	1979-10-18	CUDDLES BY COBBIE CUDDLERS & Design	1253003	1983-10-04
73124268	1977-04-26	CUGA	1086050	1978-02-21
73539533	1985-05-24	CUGA KIDS	1386850	1986-03-18
75561482	1998-09-22	Design of Human Figure with Letters T & M	2350893	2000-05-16
74195174	1991-08-16	DOCKMATES	1803786	1993-11-09
74276608	1992-05-18	DOCKMATES & Design	1748615	1993-01-26
72203785	1964-10-12	DRY STEP (stylized)	801151	1966-01-04
76110559	2000-08-16	DURACORE	2587475	2002-07-02
74319536	1992-09-30	DURASOFT	1866437	1994-12-06
72158358	1962-12-03	DYNABOND	760769	1963-11-26
72158359	1962-12-03	DYNAWORK	760770	1963-11-26
74710925	1995-08-04	E.Z. STRIDER	1973141	1996-05-07
75315960	1997-06-27	EASY-TIE	2215440	1998-12-29
78133601	2002-06-06	END ZONE		
78096556	2001-12-04	EURO PLUS		
78086259	2001-09-30	EUROMAX		
78147816	2002-07-26	EVER CLEAN		
72132357	1961-11-20	EVER-SOLE	737952	1962-09-18
74504444	1994-03-24	EXECUTIVE CLASSICS	1997363	1996-08-27
73445041	1983-09-23	EXERFLEX	1297783	1984-09-25
73021695	1974-05-16	EXERSOLE	1012284	1975-06-03
73433905	1983-07-11	EXPLORERS	1454324	1987-08-25
78132990	2002-06-04	EXPRESS ZONE		
75654543	1999-03-05	FA & Design	2384989	2000-09-12
78127876	2002-05-10	FA USA & Design		
72209526	1965-01-07	FASCINATORS	805243	1966-03-08
72348083	1970-01-09	FAYVA	895580	1970-07-28
72462358	1971-09-09	FAYVA	943443	1972-09-19
72456711	1973-05-07	FAYVA (stylized)	990408	1974-08-06
73565325	1985-10-28	FAYVA (stylized)	1396903	1986-06-10
76163238	2000-11-10	FIRST, FAST, BEST.	2506437	2001-11-13
76002492	2000-03-17	FLEX ZORB	2489392	2001-09-11
78088156	2001-10-12	FLEXCORE		
75330479	1997-07-25	FOOTACTION	2192188	1998-09-29
74317552	1992-09-28	FOOTACTION FOR KIDS & Design	1770689	1993-05-11
75146256	1996-08-06	FOOTACTION STAR	2079237	1997-07-15
75544294	1998-08-27	FOOTACTION STAR CARD	2346575	2000-05-02
74313175	1992-09-14	FOOTACTION USA & Design	1776875	1993-06-15
75396683	1997-11-26	FOOTSTAR	2358173	2000-06-13
75396684	1997-11-26	FOOTSTAR	2327191	2000-03-07
75899910	2000-01-21	FOOTSTAR FOOTWEAR FOR AMERICA		
76267528	2001-06-06	FOOTSTAR GLOBAL SOURCING & Design		
75899911	2000-01-21	FOOTWEAR FOR AMERICA		
78064340	2001-05-18	FREQUENT FEET		
72437686	1972-10-06	FUN STEPS	1008182	1975-04-01
75293673	1997-05-19	GRANITE WORK ROCK TOUGH SERIES	2222024	1999-02-02
74013696	1989-12-26	GREENWICH BAY CASUALS & Design	1639150	1991-03-26
75806842	1999-09-23	HOWZIT	2488855	2001-09-11

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Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
76065579	2000-06-08	HOWZIT	2449326	2001-05-08
75912133	2000-02-07	HYPERFLEX	2495051	2001-10-02
78084339	2001-09-18	IN4		
78084342	2001-09-18	INFOUR		
74345672	1993-01-05	ISLAND CLUB	1792700	1993-09-14
75942594	2000-03-13	JACK & JILL	2433517	2001-03-06
73146389	1977-10-28	JACK & JILL (stylized)	1131842	1980-03-11
76328232	2001-10-22	JFF (stylized)	2571490	2002-05-21
73650167	1987-03-19	JONATHAN BLACK	1463676	1987-11-03
74472112	1993-12-20	JOX	1894143	1995-05-16
78137344	2002-06-20	JOX		
72440082	1972-11-21	JOX (stylized)	975063	1973-12-18
73347009	1982-01-25	JOX TURBO	1224367	1983-01-18
74064386	1990-05-31	JUST FOR FEET WORLD'S LARGEST ATHLETIC SHOE STORE (stylized)	1643103	1991-04-30
78126170	2002-05-03	JUST FOR FEET		
74064387	1990-05-31	JUST FOR FEET (stylized)	1643104	1991-04-30
78066722	2001-05-31	JUST FOR FEET PUTS THE COOL IN SCHOOL.		
76256546	2001-05-11	JUST FOR KICKS	2522576	2001-12-25
76031342	2000-04-21	JUST FOR KIDS		
78066716	2001-05-31	JUST IN & Design		
76361323	2002-01-22	JUST RIGHT FOR YOU		
76256549	2001-05-11	KINSMAN	2522578	2001-12-25
76254965	2001-05-10	LACE ZONE	2567226	2002-05-07
73539535	1985-05-24	LADY CUGA	1386851	1986-03-18
76099160	2000-07-28	LOVE MATES	2471674	2001-07-24
73375138	1982-07-19	M & Design	1288320	1984-07-31
73376203	1982-07-23	M & Design	1292969	1984-09-04
72295706	1968-04-16	MELDISCO	860325	1968-11-12
73375945	1982-07-22	MOLTO BENE	1268045	1984-02-21
73538876	1985-05-21	MONDOLFO	1370300	1985-11-12
76321634	2001-10-04	MOUNTAIN COUNTRY	2567469	2002-05-07
75604368	1998-12-14	N & Design	2445542	2001-04-24
78084338	2001-09-18	NDURE		
74518460	1994-04-29	NORTH PASS	1968870	1996-04-16
75784072	1999-08-25	NUMOODS		
73603642	1986-06-11	OAKWOODS	1439248	1987-05-12
76091794	2000-07-19	OAKWOODS	2626083	2002-09-24
73111540	1977-01-05	OLYMPIAN	1366752	1985-10-22
73194733	1978-11-27	OLYMPIAN & Design	1381495	1986-02-04
73106662	1976-11-15	OLYMPIAN (stylized)	1358104	1985-09-03
76438259	2002-08-07	ONE STORE FITS ALL		
73502391	1984-10-04	OPEN COUNTRY	1348138	1985-07-09
74428577	1993-08-25	OPEN COUNTRY	1885514	1995-03-21
73499310	1984-09-14	OUTDOOR BOOTS (stylized)	1359911	1985-09-10
76372786	2002-02-20	Owl Design		
74017581	1990-01-09	PACIFIC REEF & Design	1639377	1991-03-26
74162767	1991-05-02	PACIFIC WALKERS	1739089	1992-12-08
73238241	1979-11-07	PAIS	1238442	1983-05-17
75578503	1998-08-07	PERFORMAX	2313819	2000-02-01
74314859	1992-09-18	PET PARADE	1791704	1993-09-07
73556733	1985-09-03	PIMENTO	1390344	1986-04-15
73559875	1985-09-24	PIMENTO	1390011	1986-04-15
73521546	1985-02-11	PIMENTO (stylized)	1354385	1985-08-13
74680847	1995-05-30	PLAYERS UNIVERSITY	2024984	1996-12-24

BOS_36690R_1/RADOCCTA

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
72153582	1962-09-20	POSSUMS (stylized)	757395	1963-09-24
78084255	2001-09-17	PUSH OR GET PULLED		
73349076	1982-02-08	RANCHOS	1229999	1983-03-08
72438484	1972-10-16	RED DRUM	982297	1974-04-16
72438485	1972-10-16	RED WAGON	977357	1974-01-22
71249668	1927-05-27	ROBINSON CRUSOE (stylized)	234260	1927-10-18
72457548	1973-05-14	ROSELLINI	1004023	1975-02-04
75355428	1997-09-11	RX FOR COMFORT & Design	2300505	1999-12-14
76099151	2000-07-28	RX FOR COMFORT (stylized)		
73538930	1985-05-21	SABATINI	1389544	1986-04-08
74635389	1995-02-17	SAFETRAX	2007108	1996-10-08
73503118	1984-10-09	SANDRA MILLER	1336854	1985-05-21
74714517	1995-08-11	SASSY STUFF	2037900	1997-02-11
73744629	1988-08-08	SECOND WAVE & Design	1535919	1989-04-18
78084346	2001-09-18	SHOE ZONE		
76256547	2001-05-11	SHOES YOU CAN LIVE IN	2522577	2001-12-25
76349790	2001-12-17	Sidewall Design		
74706540	1995-07-27	SIERRA BREEZE	2031187	1997-01-14
71679696	1955-01-10	SIESTA (stylized)	616598	1955-11-22
73773661	1989-01-09	SMART STEP	1556940	1989-09-19
74548798	1994-07-13	SNEAKER STADIUM & Design	2032595	1997-01-21
73487507	1984-06-08	SNUGAMALS (stylized)	1329754	1985-04-09
73465374	1984-02-13	SO HO	1344626	1985-06-25
74373473	1993-03-30	SOFT KICKS	1855265	1994-09-20
75640643	1999-02-16	SOHO & Design	2374632	2000-08-08
75315959	1997-06-27	SOUND MATES	2183875	1998-08-25
75287146	1997-05-06	SQUEEZE 'N SPEAK SLIPPERS (stylized)	2215355	1998-12-29
76258315	2001-05-17	ST Sole Design	2626918	2002-09-24
74589858	1994-10-24	Steerhead Design	1923802	1995-10-03
76267526	2001-06-06	Steerhead Design	2532104	2002-01-22
78090905	2001-10-30	STEP SMART		
72290968	1968-02-13	STIX 'N STONES	869739	1969-05-20
73493054	1984-08-02	STORMERS	1333371	1985-04-30
75278964	1997-04-22	STREET LIGHTS	2191991	1998-09-29
78070239	2001-06-21	SUNGLASS ZONE	2530021	2002-01-15
73132649	1977-07-01	SUNSEKERS & Design	1089773	1978-04-18
74388979	1993-05-11	SURF BAY	1867051	1994-12-13
73708625	1988-02-01	TEAM PRIDE	1521334	1989-01-17
74269368	1992-04-27	TEXAS STEER	1741441	1992-12-22
76267527	2001-06-06	TEXAS STEER	2532105	2002-01-22
76099161	2000-07-28	THE BIGGEST GAME IN TOWN	2467996	2001-07-10
73501463	1984-09-28	THE COBBLE SHOE (stylized)	1338520	1985-05-28
76113987	2000-08-21	THE JUST FOR FEET ZONE	2498125	2001-10-16
78107268	2002-02-06	THE STREET STARTS HERE		
73538925	1985-05-21	THIRD MATE	1371450	1985-11-19
73515653	1984-12-31	THOM MCAN	1361318	1985-09-24
75434542	1997-11-26	THOM MCAN	2226046	1999-02-23
75524035	1998-07-23	THOM MCAN	2409190	2000-11-28
71171704	1922-11-07	THOM MCAN & Design	170435	1923-07-17
71287086	1929-07-13	THOM MCAN (stylized)	263939	1929-11-12
72148742	1962-07-10	THOM MCAN (stylized)	751033	1963-06-11
72190815	1964-04-10	THOM MCAN (stylized)	779100	1964-10-27
72190816	1964-04-10	THOM MCAN (stylized)	779156	1964-10-27
72152323	1962-08-31	THOM MCAN BOOTMASTER (stylized)	753012	1963-07-16
72193283	1964-05-12	THOM MCAN BOOTMASTER (stylized)	778920	1964-10-27

DOS_366908_1/TRADOFFCA

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
75541312	1998-08-24	THOM MCAN FOOTWEAR FOR TODAY'S WOMAN	2409221	2000-11-28
72140030	1962-03-16	THOM MCAN ROMA (stylized)	742035	1962-12-11
75814058	1999-10-04	TM (stylized)	2459206	2001-06-12
72281380	1967-09-28	TOM THUMB & Design	860158	1968-11-12
75055840	1996-02-09	TOSCANA	2024041	1996-12-17
73482105	1984-05-25	TRAILBLUXE & Design	1326049	1985-03-19
75020038	1995-11-13	TREDGUARD	2003251	1996-09-24
71214431	1925-05-16	TUFFNUT (stylized)	217048	1926-08-24
75189465	1996-10-29	ULTIMATE 600	2105485	1997-10-14
78066725	2001-05-31	ULTRAMASSAGE		
75339852	1997-08-12	ULTRA-ZORB	2272901	1999-08-24
75339352	1997-08-12	ULTRA-ZORB INTEGRATED COMFORT SYSTEM	2251911	1999-06-08
75339353	1997-08-12	ULTRA-ZORB PLUS	2272896	1999-08-24
78092463	2001-11-08	UPRISE		
78125867	2002-05-02	UPRISE & Design		
73652705	1987-04-02	UPSTAGE	1463695	1987-11-03
75505268	1998-06-19	VIS AIR	2366947	2000-07-11
73426055	1983-05-16	WALK A LITTLE SMARTER	1343475	1985-06-18
71437317	1940-10-26	WALKARIES (stylized)	392180	1941-12-16
76167154	2000-11-17	WE GOT IT. THEY DON'T.	2506473	2001-11-13
74160670	1991-04-25	WEE BABY	1745238	1993-01-05
76031344	2000-04-21	WHERE THE 13 TH PAIR IS FREE	2450954	2001-05-15
74434050	1993-09-10	WINDHAM	1879396	1995-02-14
73421421	1983-04-13	WOODBIDGE	1294495	1984-09-11
75838361	1999-11-02	WORK SITE	2383362	2000-09-05
76031343	2000-04-21	X SPORT & Design		
78137589	2002-06-21	YOUR SIZE. YOUR PRICE. IN NO TIME FLAT.		
78155891	2002-08-20	ZONA LIBRE		
74201461	1991-09-09	ANDREA ELLIS	1697757	1992-06-30
74619483	1995-01-09	BUSER BOOTS	1992116	1996-08-06
74578559	1994-09-26	CANDID STATEMENTS	1978914	1996-06-04
74206244	1991-09-23	CHARTERHOUSE	1727750	1992-10-27
72122208	1961-06-16	CLOUD CLUB THE SHOE WITH THE PILLOW INSIDE (and Design)	736839	1962-08-28
72134033	1961-12-14	DYNASOLE	738702	1962-10-02
73662645	1987-05-26	FAN CLUB (Stylized)	1510181	1988-10-25
74578560	1994-09-26	HARTWOOD	1987622	1996-07-16
72127026	1961-08-31	PREMIUM WALK	736466	1962-08-21
74635056	1995-02-15	TALKING PUP PARADE	1986353	1996-07-09

Foreign Trademarks:

Country	Serial No.	Filed	Mark	Reg. No.	Issued	Notes:

BOS_366778_1/11/ADOC1A

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, FOOTSTAR CORPORATION (successor by merger to McI Shoe Corporation), APACIE MINNESOTA THOM McAN, INC., ATHLETIC ATTIC OF TEXAS, INC., and NEVADA FEET, INC., each with a principal place of business at 1 Crosfield Avenue, West Nyack, New York 10994 (the "Grantors") and FLEET RETAIL FINANCE INC., in its capacity as Collateral Agent (in such capacity, together with its successors and assigns, the "Collateral Agent"), for the Secured Parties (as defined herein), with other Affiliates, have entered into a Security Agreement and/or two Security Agreements dated as of October 18, 2002 (as amended from time to time, the "Security Agreements"), granting a security interest to secure the payment and performance of the Obligations (as defined in each of such Security Agreements);

WHEREAS, Footstar, Inc., Footstar Corporation, the Collateral Agent, Fleet National Bank, as Administrative Agent (with its successors and assigns, the "Administrative Agent"), and certain of the other Secured Parties entered into a Credit Agreement dated as of October 18, 2002 (as amended from time to time, the "Credit Agreement");

WHEREAS, each of the Grantors has entered into a Guaranty in favor of the Administrative Agent and the Collateral Agent (as amended from time to time, the "Facility Guaranty");

WHEREAS, the Credit Agreement requires among other things, that the Grantors shall execute and deliver this Agreement to secure the payment and performance of the Obligations; and

WHEREAS, each of the Grantors is the owner and user of the registered copyrights listed on Schedule A hereto and all copyright rights in, to and under such registered copyrights (collectively referred to herein as the "Copyrights"), and the service marks, trade names and trademarks listed for such Grantor on Schedule A hereto (the "Marks") and the service mark, trade names and trademark applications listed on Schedule A hereto and so identified (collectively, the "Mark Applications"); and

WHEREAS, among the security interests granted by the Grantors to the Collateral Agent pursuant to the Security Agreements is a security interest in the Copyrights, the Marks and the Mark Applications; and

WHEREAS, the parties to the Security Agreements contemplate and intend that, upon the occurrence of any Event of Default, under and as defined in either of the Security Agreements, the Collateral Agent shall have all rights of a foreclosing secured party in and to the Copyrights, the Marks and the Mark Applications and any proceeds thereof (including any service marks, trade names and trademarks issued as a result of the Mark Applications), including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the right, title and interest of any of the Grantors in and to any of the Copyrights, any of the Marks and any of

the Mark Applications (and any service marks, trade names and trademarks issued as a result of any of the Mark Applications);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreements, as if set forth fully herein, and acknowledge that the Collateral Agent has a security interest in the Copyrights, the Marks and the Mark Applications listed on Schedule A hereto as security for the Obligations; each of the Grantors hereby collaterally assigns to the Collateral Agent, and grants a security interest to the Collateral Agent in all right, title and interest of each of the Grantors in and to said Copyrights, the Marks and the Mark Applications (and in any service marks, trade names and trademarks issued as a result of the Mark Applications) and the goodwill associated therewith; each of the Grantors agrees that it will not sell or assign any of the Copyrights, the Marks or the Mark Applications without the prior written consent of the Collateral Agent except as may be otherwise permitted under the Credit Agreement; and each of the Grantors and the Collateral Agent requests that the U.S. Copyright Office and the Commissioner of Patents and Trademarks record this document with respect to the Copyrights, the Marks and the Mark Applications.

Each of the Grantors hereby appoints the Collateral Agent as its attorney-in-fact (with full power of substitution and resubstitution), coupled with an interest, with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name and on behalf of such Grantor, and to cause the recording of all such further assignments and other instruments as the Collateral Agent may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreements and this Security Agreement (Trademarks). Each of the Grantors agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Collateral Agent (or the Collateral Agent's designee in accordance with the terms hereof) and on the statements made therein.

This Security Agreement is made for collateral purposes only. This Security Agreement and the security interest represented hereby shall terminate when all the Obligations have been indefeasibly paid in full in immediately available funds, the Lenders have no further commitment to lend, there are no Letter of Credit Outstandings (or all such Letters of Credit Outstanding are fully cash collateralized in a manner satisfactory to the Issuing Bank) and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time, upon the request of the Grantors, the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination and the release of the security interests.


All capitalized terms used but not elsewhere defined in this Security Agreement shall have the meanings ascribed to such terms in the Security Agreements, as applicable. Except as expressly provided herein, the rights, remedies and obligations of the parties hereto are governed by the provisions of the Security Agreements, all of which are incorporated herein by reference and made a part hereof.

[Signature pages follow this page]

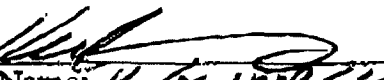
EXECUTED as an instrument under seal as of the first day written above..

GRANTORS:


FOOTSTAR CORPORATION

By: 
Name: Kevin Messer
Title: Vice President + Treasurer


APACHE MINNESOTA THOM McAN,
INC.

By: 
Name: Kevin Messer
Title: Vice President + Treasurer

ATHLETIC ATTIC OF TEXAS, INC.

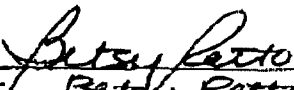
By: 
Name: Kevin Messer
Title: Vice President + Treasurer

NEVADA FEET, INC.

By: 
Name: Kevin Messer
Title: Vice President + Treasurer

AGENT:

FLEET RETAIL FINANCE INC.

By: 
Name: Betsy Ratto
Title: Managing Director

Signature Page to Security Agreement (Trademarks)

STATE OF Massachusetts)
) ss.
 COUNTY OF Suffolk)

Then personally appeared before me the above-named Kathy Guinness the duly authorized officer of each of the Grantors, and stated that hc/she executed the foregoing instrument under the authority of the Board of Directors of each of the Grantors and acknowledged the foregoing instrument to be the free act and deed of each of the Grantors.

WITNESS my hand and seal this 17 day of October, 2002.

Richard F. Mullen
 Notary Public
 My commission expires:

RICHARD F. MULLEN
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 September 18, 2009



Notary Page to Security Agreement (Trademarks)

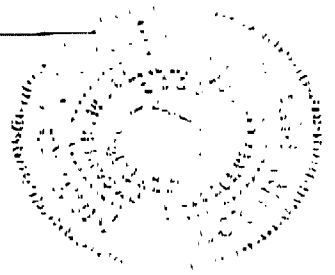
STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

Then personally appeared the above named Betsy Stettin, and acknowledged that he/she executed the foregoing Security Agreement (Trademarks) as his/her free act and deed before me on behalf of the foregoing Collateral Agent, as duly authorized agent thereof.

WITNESS my hand and seal this 17 day of October, 2002.

Richard F. Mullen
Notary Public
My commission expires:

RICHARD F. MULLEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 18, 2008



Notary Page to Security Agreement (Trademarks)

SCHEDULE A
TRADEMARKS / SERVICE MARKS

U.S. Trademarks:

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
76034826	2000-04-26	1 SPOT		
78074486	2001-07-18	540B		
73638709	1987-01-02	ACTION LADY	1453696	1987-08-18
75620562	1999-01-13	ACTION LIGHTS	2464311	2001-06-26
73595822	1986-04-28	ACTIVES	1416739	1986-11-11
78137579	2002-06-21	AIR THRUST		
73538550	1985-05-20	AMERATI	1399534	1986-07-01
72451446	1973-03-14	AMERI KIDS & Design	996507	1974-10-22
75838350	1999-11-02	AMERICA'S FAVORITE WORKBOOTS	2479220	2001-08-21
74420473	1993-08-05	ANI-MATE	1902194	1995-06-27
78107271	2002-02-06	ARE YOU ON THE UPRISE?		
75590977	1998-11-18	ATHLETIC ATTIC	2325825	2000-03-07
73129331	1977-06-06	ATHLETIC ATTIC & Design	1100250	1978-08-22
73129334	1977-06-06	ATHLETIC ATTIC & Design	1103580	1978-10-03
73129332	1977-06-06	ATHLETIC ATTIC (stylized)	1104331	1978-10-17
75539347	1998-08-20	ATHLETIC ATTIC (stylized)	2325573	2000-03-07
75590987	1998-11-18	ATHLETIC ATTIC (stylized)	2325826	2000-03-07
75590986	1998-11-18	ATHLETIC LADY	2340394	2000-04-11
73274158	1981-05-18	ATHLETIC LADY & Design	1216792	1982-11-16
75590988	1998-11-18	ATHLETIC LADY (stylized)	2328597	2000-03-14
73718445	1988-03-24	B.O.Q.	1513678	1988-11-22
73450488	1983-10-31	BACKROADS	1299636	1984-10-09
73538630	1985-05-20	BACKTRAIL	1371445	1985-11-19
73330140	1981-09-28	BALLOON	1231183	1983-03-15
73501813	1984-10-01	BALLOONS	1336850	1985-05-21
73519308	1985-01-25	BALLOONS	1354371	1985-08-13
75846367	1999-11-10	BAYBERRY & CO.	2406059	2000-11-21
73506088	1984-10-29	BELLE AMIE	1340996	1985-06-11
75814056	1999-10-04	BETTYZ	2494940	2001-10-02
76073462	2000-06-20	BETTYZ		
75474525	1998-04-27	BLUE HILL TRADING CO.	2393957	2000-10-10
73470829	1984-03-19	BOND STREET	1346329	1985-07-02
75785941	1999-08-26	BRICK CITY	2559547	2002-04-09
76068498	2000-06-08	BRICK CITY	2549241	2002-03-19
73755699	1988-10-03	BRITE LITES & Design	1559083	1989-10-03
75881838	1999-12-28	BUTTERFLIES & Design		
76372800	2002-02-20	C and Design		
73404634	1982-12-03	CARA MIA	1272851	1984-04-03
75180649	1996-10-04	CITY CONNECTION	2070079	1997-06-10
76321635	2001-10-04	CLUB MARINA	2570136	2002-05-14
71147573	1921-05-11	COBBIE	151287	1922-01-24
73025963	1974-07-01	COBBIE	1011057	1975-05-20
73247509	1980-01-24	COBBIE CUDDLERS	1168509	1981-09-08
73269808	1980-07-11	COBBIE CUDDLERS & Design	1253005	1983-10-04
73344139	1982-01-04	COBBIE CUDDLERS SHOES YOU CAN LIVE IN	1232860	1983-03-29
72277231	1967-07-31	COBBIES (stylized)	854680	1968-08-13
73384486	1982-09-09	COBBIES 10	1251768	1983-09-20
73415700	1983-03-03	COBBIES TECH ONE (stylized)	1275317	1984-04-24
75743051	1999-07-02	COMFORT LITES	2333363	2000-03-21
78081208	2001-08-27	COMFORT LITES		
73736815	1988-06-27	COMFORT SYSTEM	1525854	1989-02-21

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
74333229	1992-11-20	COMFORT SYSTEM	1932449	1995-11-07
76209859	2001-02-13	COOL BRANDS HOT PRICES		
73506368	1984-10-31	COUNTRY BAGS	1347871	1985-07-09
73602526	1986-06-02	COUNTRY SOCKS	1422983	1986-12-30
74531583	1994-05-27	COZY-TIME	2022393	1996-12-10
73198424	1978-12-29	CREME PUFFS	1137446	1980-07-01
72196211	1964-06-22	CUDDLER	799553	1965-11-30
73235657	1979-10-18	CUDDLES BY COBBIE CUDDLERS & Design	1253003	1983-10-04
73124268	1977-04-26	CUGA	1086050	1978-02-21
73539533	1985-05-24	CUGA KIDS	1386850	1986-03-18
75561482	1998-09-22	Design of Human Figure with Letters T & M	2350893	2000-05-16
74195174	1991-08-16	DOCKMATES	1803786	1993-11-09
74276608	1992-05-18	DOCKMATES & Design	1748615	1993-01-26
72203785	1964-10-12	DRI STEP (stylized)	801151	1966-01-04
76110559	2000-08-16	DURACORE	2587475	2002-07-02
74319536	1992-09-30	DURASOFT	1866437	1994-12-06
72158358	1962-12-03	DYNABOND	760769	1963-11-26
72158359	1962-12-03	DYNAWORK	760770	1963-11-26
74710925	1995-08-04	E.Z. STRIDER	1973141	1996-05-07
75315960	1997-06-27	EASY-TIE	2215440	1998-12-29
78133601	2002-06-06	END ZONE		
78096556	2001-12-04	EURO PLUS		
78086259	2001-09-30	EUROMAX		
78147816	2002-07-26	EVER CLEAN		
72132357	1961-11-20	EVER-SOLE	737952	1962-09-18
74504444	1994-03-24	EXECUTIVE CLASSICS	1997363	1996-08-27
73445041	1983-09-23	EXERFLEX	1297783	1984-09-25
73021695	1974-05-16	EXLRSOLE	1012284	1975-06-03
73433905	1983-07-11	EXPLORERS	1454324	1987-08-25
78132990	2002-06-04	EXPRESS ZONE		
75654543	1999-03-05	FA & Design	2384989	2000-09-12
78127876	2002-05-10	FA USA & Design		
72209526	1965-01-07	FASCINATORS	805243	1966-03-08
72348083	1970-01-09	FAYVA	895580	1970-07-28
72402358	1971-09-09	FAYVA	943443	1972-09-19
72456711	1973-05-07	FAYVA (stylized)	990408	1974-08-06
73565325	1985-10-28	FAYVA (stylized)	1396903	1986-06-10
76163238	2000-11-10	FIRST, FAST, BEST.	2506437	2001-11-13
76002492	2000-03-17	FLEX ZORB	2489392	2001-09-11
78088156	2001-10-12	FLEXCORE		
75330479	1997-07-25	FOOTACTION	2192188	1998-09-29
74317552	1992-09-28	FOOTACTION FOR KIDS & Design	1770689	1993-05-11
75146256	1996-08-06	FOOTACTION STAR	2079237	1997-07-15
75544294	1998-08-27	FOOTACTION STAR CARD	2346575	2000-05-02
74313175	1992-09-14	FOOTACTION USA & Design	1776875	1993-06-15
75396683	1997-11-26	FOOTSTAR	2359173	2000-06-13
75396684	1997-11-26	FOOTSTAR	2327191	2000-03-07
75899910	2000-01-21	FOOTSTAR FOOTWEAR FOR AMERICA		
76267528	2001-06-06	FOOTSTAR GLOBAL SOURCING & Design		
75899911	2000-01-21	FOOTWEAR FOR AMERICA		
78064340	2001-05-18	FREQUENT FEET		
72437686	1972-10-06	FUN STEPS	1008182	1975-04-01
75293673	1997-05-19	GRANITE WORK ROCK TOUGH SERIES	2222024	1999-02-02
74013696	1989-12-26	GREENWICH BAY CASUALS & Design	1639150	1991-03-26
75806842	1999-09-23	HOWZIT	2488855	2001-09-11

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Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
76065579	2000-06-08	HOWZIT	2449326	2001-05-08
75912133	2000-02-07	HYPERFLEX	2495051	2001-10-02
78084339	2001-09-18	IN4		
78084342	2001-09-18	INFOUR		
74345672	1993-01-05	ISLAND CLUB	1792700	1993-09-14
75942594	2000-03-13	JACK & JILL	2433517	2001-03-06
73146389	1977-10-28	JACK & JILL (stylized)	1131842	1980-03-11
76328232	2001-10-22	JFF (stylized)	2571490	2002-05-21
73650167	1987-03-19	JONATHAN BLACK	1463676	1987-11-03
74472112	1993-12-20	JOX	1894143	1995-05-16
78137344	2002-06-20	JOX		
72440082	1972-11-21	JOX (stylized)	975063	1973-12-18
73347009	1982-01-25	JOX TURBO	1224367	1983-01-18
74064386	1990-05-31	JUST FOR FEET WORLD'S LARGEST ATHLETIC SHOE STORE (stylized)	1643103	1991-04-30
78126170	2002-05-03	JUST FOR FEET		
74064387	1990-05-31	JUST FOR FEET (stylized)	1643104	1991-04-30
78066722	2001-05-31	JUST FOR FEET PUTS THE COOL IN SCHOOL		
76256546	2001-05-11	JUST FOR KICKS	2522576	2001-12-25
76031342	2000-04-21	JUST FOR KIDS		
78066716	2001-05-31	JUST IN & Design		
76361323	2002-01-22	JUST RIGHT FOR YOU		
76256549	2001-05-11	KINSMAN	2522578	2001-12-25
76254965	2001-05-10	LACE ZONE	2567226	2002-05-07
73539535	1985-05-24	LADY CUGA	1386851	1986-03-18
76099160	2000-07-28	LOVE MATES	2471674	2001-07-24
73375138	1982-07-19	M & Design	1288320	1984-07-31
73376203	1982-07-23	M & Design	1292969	1984-09-04
72295706	1968-04-16	MELDISCO	860325	1968-11-12
73375945	1982-07-22	MOLTO BENE	1268045	1984-02-21
73538876	1985-05-21	MONDOLFO	1370300	1985-11-12
76321634	2001-10-04	MOUNTAIN COUNTRY	2567469	2002-05-07
75604368	1998-12-14	N & Design	2445542	2001-04-24
78084338	2001-09-18	NDURE		
74518460	1994-04-29	NORTH PASS	1968870	1996-04-16
75784072	1999-08-25	NU MOODS		
73603642	1986-06-11	OAKWOODS	1439248	1987-05-12
76091794	2000-07-19	OAKWOODS	2626083	2002-09-24
73111540	1977-01-05	OLYMPIAN	1366752	1985-10-22
73194733	1978-11-27	OLYMPIAN & Design	1381495	1986-02-04
73106662	1976-11-15	OLYMPIAN (stylized)	1358104	1985-09-03
76438239	2002-08-07	ONE STORE FITS ALL		
73502391	1984-10-04	OPEN COUNTRY	1348138	1985-07-09
74428577	1993-08-25	OPEN COUNTRY	1885514	1995-03-21
73499310	1984-09-14	OUTDOOR BOOTS (stylized)	1359911	1985-09-10
76372786	2002-02-20	Owl Design		
74017581	1990-01-09	PACIFIC REEF & Design	1639377	1991-03-26
74162767	1991-05-02	PACIFIC WALKERS	1739089	1992-12-08
73238241	1979-11-07	PALS	1238442	1983-05-17
75578503	1998-08-07	PERFORMAX	2313819	2000-02-01
74314859	1992-09-18	PET PARADISE	1791704	1993-09-07
73556733	1985-09-03	PIMENTO	1390344	1986-04-15
73559875	1985-09-24	PIMENTO	1390011	1986-04-15
73521546	1985-02-11	PIMENTO (stylized)	1354385	1985-08-13
74680847	1995-05-30	PLAYERS UNIVERSITY	2024984	1996-12-24

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Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
72153582	1962-09-20	POSSUMS (stylized)	757395	1963-09-24
78084255	2001-09-17	PUSH OR GET PULLED		
73349076	1982-02-08	RANCIOS	1229999	1983-03-08
72438484	1972-10-16	RED DRUM	982297	1974-04-16
72438485	1972-10-16	RED WAGON	977357	1974-01-22
71249668	1927-05-27	ROBINSON CRUSOE (stylized)	234260	1927-10-18
72457548	1973-05-14	ROSELLINI	1004023	1975-02-04
75355428	1997-09-11	RX FOR COMFORT & Design	2300505	1999-12-14
76099151	2000-07-28	RX FOR COMFORT (stylized)		
73538930	1985-05-21	SABATINI	1389544	1986-04-08
74635389	1995-02-17	SAFETRAK	2007108	1996-10-08
73503118	1984-10-09	SANDRA MILLER	1336854	1985-05-21
74714517	1995-08-11	SASSY STUFF	2037900	1997-02-11
73744629	1988-08-08	SECOND WAVE & Design	1535919	1989-04-18
78084346	2001-09-18	SHOE ZONE		
76256547	2001-05-11	SHOES YOU CAN LIVE IN	2522577	2001-12-25
76349790	2001-12-17	Sidewall Design		
74706540	1995-07-27	SIERRA BREEZE	2031187	1997-01-14
71679696	1955-01-10	SIESTA (stylized)	616598	1955-11-22
73773661	1989-01-09	SMART STEP	1556940	1989-09-19
74548798	1994-07-13	SNEAKER STADIUM & Design	2032595	1997-01-21
73487507	1984-06-08	SNUGAMALS (stylized)	1929754	1985-04-09
73465374	1984-02-13	SO HO	1344626	1985-06-25
74373473	1993-03-30	SOFT KICKS	1855265	1994-09-20
75640643	1999-02-16	SOHO & Design	2374632	2000-08-08
75315959	1997-06-27	SOUND MATES	2183875	1998-08-25
75287146	1997-05-06	SQUEEZE 'N SPEAK SLIPPRRS (stylized)	2215355	1998-12-29
76258315	2001-05-17	ST Sole Design	2626918	2002-09-24
74589558	1994-10-24	Steerhead Design	1923802	1995-10-03
76267526	2001-06-06	Steerhead Design	2532104	2002-01-22
78090905	2001-10-30	STEP SMART		
72290968	1968-02-13	STIX 'N STONES	869739	1969-05-20
73493054	1984-08-02	STORMERS	1333371	1985-04-30
75278964	1997-04-22	STREET LIGHTS	2191991	1998-09-29
78070239	2001-06-21	SUNGLASS ZONE	2530021	2002-01-15
73132649	1977-07-01	SUNSEEKERS & Design	1089773	1978-04-18
74388979	1993-05-11	SURF BAY	1867051	1994-12-13
73708625	1988-02-01	TEAM PRIDE	1521334	1989-01-17
74269368	1992-04-27	TEXAS STEER	1741441	1992-12-22
76267527	2001-06-06	TEXAS STEER	2532105	2002-01-22
76099161	2000-07-28	THE BIGGEST GAME IN TOWN	2467996	2001-07-10
73501463	1984-09-28	THE COBBIE SHOP (stylized)	1338520	1985-05-28
76113987	2000-08-21	THE JUST FOR FEET ZONE	2498125	2001-10-16
78107268	2002-02-06	THE STREET STARTS HERE		
73538925	1985-05-21	THIRD MATE	1371450	1985-11-19
73515653	1984-12-31	THOM MCAN	1361318	1985-09-24
75434542	1997-11-26	THOM MCAN	2226046	1999-02-23
75524035	1998-07-23	THOM MCAN	2409190	2000-11-28
71171704	1922-11-07	THOM MCAN & Design	170435	1923-07-17
71287086	1929-07-13	THOM MCAN (stylized)	263939	1929-11-12
72148742	1962-07-10	THOM MCAN (stylized)	751033	1963-06-11
72190815	1964-04-10	THOM MCAN (stylized)	779100	1964-10-27
72190816	1964-04-10	THOM MCAN (stylized)	779156	1964-10-27
72152323	1962-08-31	THOM MCAN BOOTMASTER (stylized)	753012	1963-07-16
72193283	1964-05-12	THOM MCAN BOOTMASTER (stylized)	778920	1964-10-27

BOJ_368908_1/RADOCCTA

Application Serial No.	Filed	Trademark / Service Mark	Registration No	Issued
75541312	1998-08-24	THOM MCAN FOOTWEAR FOR TODAY'S WOMAN	2409221	2000-11-28
72140030	1962-03-16	THOM MCAN ROMA (stylized)	742035	1962-12-11
75814058	1999-10-04	TM (stylized)	2459206	2001-06-12
72281380	1967-09-28	TOM THUMB & Design	860158	1968-11-12
75055840	1996-02-09	TOSCANA	2024041	1996-12-17
73482105	1984-05-25	TRAILBUXE & Design	1326049	1985-03-19
75020038	1995-11-13	TREDGUARD	2003251	1996-09-24
71214431	1925-05-16	TUFENUF (stylized)	217048	1926-08-24
75189465	1996-10-29	ULTIMATE 600	2105485	1997-10-14
78066725	2001-05-31	ULTRAMASSAGE		
75339852	1997-08-12	ULTRA-ZORB	2272901	1999-08-24
75339352	1997-08-12	ULTRA-ZORB INTEGRATED COMFORT SYSTEM	2251911	1999-06-08
75339353	1997-08-12	ULTRA-ZORB PLUS	2272896	1999-08-24
78092463	2001-11-08	UPRISE		
78125867	2002-05-02	UPRISE & Design		
73652705	1987-04-02	UPSTAGE	1463695	1987-11-03
75505268	1998-06-19	VIS AIR	2366947	2000-07-11
73426055	1983-05-16	WALK A LITTLE SMARTER	1343475	1985-06-18
71437317	1940-10-26	WALKABLES (stylized)	392180	1941-12-16
76167154	2000-11-17	WE GOT IT. THEY DON'T.	2506473	2001-11-13
74160670	1991-04-25	WEE BABY	1745238	1993-01-05
76031344	2000-04-21	WHERE THE 13 TH PAIR IS FREE	2450954	2001-05-15
74434050	1993-09-10	WINDHAM	1879396	1995-02-14
73421421	1983-04-13	WOODBRIDGE	1294495	1984-09-11
75838361	1999-11-02	WORK SITE	2383362	2000-09-05
76031343	2000-04-21	X SPORT & Design		
78137589	2002-06-21	YOUR SIZE. YOUR PRICE. IN NO TIME FLAT.		
78155891	2002-08-20	ZONA LIBRE		
74201461	1991-09-09	ANDREA ELLIS	1697757	1992-06-30
74619483	1995-01-09	BUSER BOOTS	1992116	1996-08-06
74578559	1994-09-26	CANDID STATEMENTS	1978914	1996-06-04
74206244	1991-09-23	CHARTERHOUSE	1727750	1992-10-27
72122208	1961-06-16	CLOUD CLUB THE SHOE WITH THE PILLOW INSIDE (and Design)	736839	1962-08-28
72134033	1961-12-14	DYNASOLE	738702	1962-10-02
73662645	1987-05-26	FAN CLUB (Stylized)	1510181	1988-10-25
74578560	1994-09-26	HARTWOOD	1987622	1996-07-16
72127026	1961-08-31	PREMIUM WALK	736466	1962-08-21
74635086	1995-02-15	TALKING PET PARADE	1986353	1996-07-09

Foreign Trademarks:

Country	Serial No.	Filed	Mark	Reg. No.	Issued	Notes:

BON_36608_1/TRADOCIA

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Gwyn Shea
Secretary of State

Office of the Secretary of State

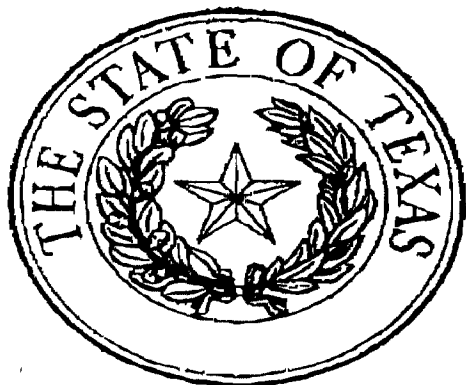
The undersigned, as Secretary of State of Texas, does hereby certify that articles of merger were filed in this office on September 24, 1996. The articles of merger provided the following:

MEL SHOE CORPORATION	Not Assigned	(Constituent entities) NY, USA	Domestic Business Corporation
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Were merged with and into
(Surviving entity)

FOOTSTAR CORPORATION	37276500	TX, USA	Domestic Business Corporation
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In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 21, 2002.



Gwyn Shea
Secretary of State

PHONE(512) 463-5555
Prepared by: Debbie Melvin

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