

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:	Venator Group Retail, Inc.
Street Address:	233 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10279
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2145191	ACTRA
Registration Number:	1473621	AMERICA'S MOST COMPLETE ATHLETIC FOOTWEAR STORE
Registration Number:	1519330	ATHLETIC X-PRESS
Registration Number:	1545925	BOOT CITY
Registration Number:	1539809	CHAMPS SPORTS
Registration Number:	1454322	COLORADO
Registration Number:	1798689	COLORADO
Registration Number:	1798787	COLORADO
Registration Number:	1178276	COLORADO
Registration Number:	1274670	
Registration Number:	1293487	
Registration Number:	1591435	

CH \$765.00 2145191

Registration Number:	1588443	
Registration Number:	1858172	EAGLE ROCK
Registration Number:	1297167	FINAL CUT
Registration Number:	1126857	FOOT LOCKER
Registration Number:	1587167	FOOT LOCKER SLAM FEST
Registration Number:	1032592	FOOT LOCKER
Registration Number:	1557357	FOOTQUARTERS
Registration Number:	0796781	KAPERS BY KINNEY
Registration Number:	1562804	KIDS FOOT LOCKER
Registration Number:	1549579	KINNEY
Registration Number:	1028019	KINNEY
Registration Number:	1376373	LADY FOOT LOCKER
Registration Number:	1470741	MISS FLINGS
Registration Number:	1470717	SARAH TAYLOR
Registration Number:	1463504	STADIA
Registration Number:	1471492	SUSIE Q'S
Registration Number:	1839747	WORLD FOOT LOCKER
Registration Number:	1864412	WORLD FOOT LOCKER

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.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	615600/0016
NAME OF SUBMITTER:	James Talbot
Signature:	/James Talbot/
Date:	05/23/2008

Total Attachments: 5
source=nyc3-641719-1#page1.tif
source=nyc3-641719-1#page2.tif
source=nyc3-641719-1#page3.tif
source=nyc3-641719-1#page4.tif

TRADEMARK TERMINATION AND RELEASE

THIS TRADEMARK TERMINATION AND RELEASE (this "Agreement") dated as of May 16, 2008, is given by 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, Venator Group Retail, Inc., a New York corporation (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 1954, Frame 0788.

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

SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE

771034-New York Serw J.A

TRADEMARK
REEL: 003782 FRAME: 0832

Exhibit A

Trademarks

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
ACTRA	US	2,145,191 (75-069,544)	03/17/1998 (03/11/1996)	Foot Locker Retail, Inc.
AMERICA'S MOST COMPLETE ATHLETIC FOOTWEAR STORE	US	1,473,621 (73-627,502)	01/19/1988 (10/29/1986)	Foot Locker Retail, Inc.
ATHLETIC X- PRESS	US	1,519,330 (73-706,946)	01/03/1989 (01/22/1988)	Foot Locker Retail, Inc.
BOOT CITY	US	1,545,925 (73-667,121)	07/04/1989 (06/18/1987)	Foot Locker Retail, Inc.
CHAMPS SPORTS	US	1,539,809 (73-754,531)	05/16/1989 (09/28/1988)	Foot Locker Retail, Inc.
COLORADO	US	1,454,322 (73-412,908)	03/19/1985 (02/09/1983)	Foot Locker Retail, Inc.
COLORADO and Design	US	1,798,689 (74-278,267)	10/12/1993 (05/26/1992)	Foot Locker Retail, Inc.
COLORADO and Design	US	1,798,787 (74-278,268)	10/12/1993 (05/26/1992)	Foot Locker Retail, Inc.
COLORADO and Design	US	1,178,276 (73-274,459)	11/17/1981 (08/18/1980)	Foot Locker Retail, Inc.
DESIGN ONLY	US	1,274,670 (73-413,061)	04/17/1984 (02/10/1983)	Foot Locker Retail, Inc.
DESIGN ONLY (Running Woman)	US	1,293,487 (73-435,495)	09/04/1984 (07/21/1983)	Foot Locker Retail, Inc.
DESIGN ONLY (Striped Shirt)	US	1,591,435 (73-800,151)	04/10/1990 (05/15/1989)	Foot Locker Retail, Inc.
DESIGN ONLY (Striped Shirt)	US	1,588,443 (73-800,218)	03/27/1990 (05/15/1989)	Foot Locker Retail, Inc.
EAGLE ROCK	US	1,858,172 (74-334,905)	10/11/1994 (11/27/1992)	Foot Locker Retail, Inc.
FINAL CUT	US	1,297,167 (73-443,829)	09/18/1984 (09/15/1983)	Foot Locker Retail, Inc.

FOOT LOCKER	US	1,126,857 (73-154,005)	11/20/1979 (01/03/1978)	Foot Locker Retail, Inc.
FOOT LOCKER SLAM FEST and Design	US	1,587,167 (73-757,007)	03/13/1990 (10/11/1988)	Foot Locker Retail, Inc.
FOOT LOCKER Stylized Letters	US	1,032,592 (73-050,452)	02/03/1976 (04/24/1975)	Foot Locker Retail, Inc.
FOOTQUARTERS	US	1,557,357 (73-768,564)	09/19/1989 (12/07/1988)	Foot Locker Retail, Inc.
KAPERS BY KINNEY	US	796,781 (72-189,709)	09/28/1965 (03/26/1964)	Foot Locker Retail, Inc.
KIDS FOOT LOCKER	US	1,562,804 (73-783,332)	10/24/1989 (02/27/1989)	Foot Locker Retail, Inc.
KINNEY	US	1,549,579 (73-719,309)	07/25/1989 (03/28/1988)	Foot Locker Retail, Inc.
KINNEY (Stylized Letters)	US	1,028,019 (73-040,649)	12/23/1975 (12/30/1974)	Foot Locker Retail, Inc.
LADY FOOT LOCKER	US	1,376,373 (73-434,171)	12/17/1985 (07/11/1983)	Foot Locker Retail, Inc.
MISS FLINGS	US	1,470,741 (73-659,257)	12/29/1987 (04/30/1987)	Foot Locker Retail, Inc.
SARAH TAYLOR	US	1,470,717 (73-632,068)	12/29/1987 (11/24/1986)	Foot Locker Retail, Inc.
STADIA	US	1,463,504 (73-619,442)	11/03/1987 (09/12/1986)	Foot Locker Retail, Inc.
SUSIE Q'S	US	1,471,492 (73-661,652)	01/05/1988 (05/18/1987)	Foot Locker Retail, Inc.
WORLD FOOT LOCKER	US	1,839,747 (74-421,925)	06/14/1994 (08/09/1993)	Foot Locker Retail, Inc.
WORLD FOOT LOCKER and Design	US	1,864,412 (74-306,578)	11/22/1994 (08/24/1992)	Foot Locker Retail, Inc.