

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AM-PAT, INCORPORATED		09/30/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BOOT BARN, INC.		
Street Address:	1636 W. Collins Avenue		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92867		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2307397	BOOT BARN	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 683-5627		
Email:	PalakShah@PaulHastings.com		
Correspondent Name:	Palak Shah		
Address Line 1:	515 S. Flower Street		
Address Line 2:	25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	73870.00002		
NAME OF SUBMITTER:	Palak Shah		
Signature:	/Palak Shah/		
Date:	02/05/2009		

CH \$40.00 2307397

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of September 30, 2007 (this "Assignment") and entered into by and between AM-PAT, INCORPORATED, a California corporation ("Assignor") and BOOT BARN, INC., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor, Assignee, Boot Barn Holding Corporation, Kenneth J. Meany and Pennie S. Meany as Trustees of the Meany Family Trust, Kenneth J. Meany and Pennie S. Meany, as Trustees of the Patrick Matthew Meany Exempt Trust created under the Patrick Matthew Meany Special Trust and Kenneth J. Meany and Pennie S. Meany, as Trustees of the Amanda Meany Bloom Trust created under the Amanda Meany Bloom Special Trust have entered into that certain Contribution and Purchase Agreement dated as of the date hereof (the "Contribution Agreement"), providing for, among other things, the transfer and assignment of Assignor's entire right, title, and interest in and to the trademark listed in Exhibit A (the "Mark"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor and Assignee have agreed to execute this Assignment to effectuate the transfer and assignment of Assignor's entire right, title, and interest in and to the Mark;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Contribution Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties hereby agree as follows:

AGREEMENT

1. **TRANSFER.** Assignor hereby conveys, transfers, assigns, and delivers to Assignee Assignor's full right, title, and interest in the Mark, together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registrations for the Mark.

2. **FURTHER ASSURANCE.** From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as Assignee may reasonably deem necessary or desirable to carry out the intent and purposes of this Assignment and to perfect Assignees' right, title and interest in and to the Mark, including any and all assignments to Assignee regarding the Mark as may be required in proceedings throughout the world.

3. **GOVERNING LAW.** This Assignment shall be governed by and construed in accordance with the laws of the State of California (other than the choice of law principles thereof). Any action, suit or other proceeding initiated by a party hereto against the other party under or in connection with this Agreement may be brought in any Federal or state court in the State of California, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof. The parties hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit

or proceeding may be effected by the means by which notices are to be given to it under this Assignment.

4. Severability. If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

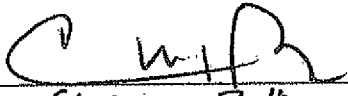
5. Entire Agreement. This Assignment, which includes the Exhibit hereto, and the Contribution Agreement contain the entire agreement between the parties hereto with respect to the transactions contemplated by this Assignment and supersedes all prior arrangements or understandings with respect thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first above written.

"Assignee"

BOOT BARN, INC., a Delaware corporation

By: 
Name: Chris L. Britt
Title: President and Secretary

"Assignor"

AM-PAT, INCORPORATED, a California corporation

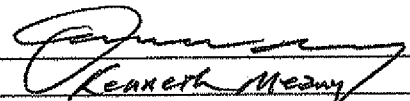
By: 
Name: Kenneth Meany
Title: CEO

EXHIBIT A

Trademark

Mark	Registration Number	Registration Date
BOOT BARN	2,307,397	January 11, 2000