

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORRAL WEST RANCHWEAR, LLC	FORMERLY CORRAL WEST RANCHWEAR, INC.	11/26/2008	LIMITED LIABILITY COMPANY: WYOMING

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: 10

Property Type	Number	Word Mark
Registration Number:	2549066	CORRAL WEST
Registration Number:	3135148	CORRAL WEST
Registration Number:	2531449	CORRAL WEST RANCHWEAR
Registration Number:	3135156	CORRAL WEST RANCHWEAR
Registration Number:	2693742	CORRAL WEST WESTERNWEAR
Registration Number:	3240508	CWR WORK WEAR DEPOT
Registration Number:	3181766	CWR
Registration Number:	3055270	CWR
Registration Number:	2634419	SHYANNE COLLECTION BY CORRAL WEST
Registration Number:	2506173	WHAT THE WEST WEARS

CORRESPONDENCE DATA

Fax Number: (213)627-0705
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2549066

Phone: (213) 683-5627
Email: PalakShah@PaulHastings.com
Correspondent Name: Paul, Hastings, Janofsky & Walker LLP
Address Line 1: 515 S. Flower Street
Address Line 2: 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	73870.00005
NAME OF SUBMITTER:	Palak Shah
Signature:	/Palak Shah/
Date:	02/10/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made effective as of November 26, 2008, by and between Corral West Ranchwear, LLC, a Wyoming limited liability company ("*Assignor*"), and Boot Barn, Inc., a Delaware corporation ("*Assignee*"). Any capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, on November 3, 2008, Assignor, BTWW Retail, L.P., a Texas limited partnership, CWR Workwear Depot, LLC, a Wyoming limited liability company, and Corral West Ranchwear Catalog, LLC (collectively, "*Sellers*") filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, et seq., in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "*Bankruptcy Court*"), which cases are being jointly administered under Bankruptcy Case No. 08-35725-BJH-11;

WHEREAS, on November 13, 2008, Sellers filed an amended sale motion (the "*Sale Motion*") with the Bankruptcy Court seeking entry of one or more orders, *inter alia*, (a) approving a series of proposed sale procedures and (b) authorizing Sellers to solicit bids for (i) the purchase of all of Sellers' stores as a going concern, (ii) the purchase of a portion of Sellers' stores as a going concern, (iii) the liquidation of all of Sellers' assets at all of Sellers' store locations by means of a "going-out-of-business," "store closing," or similar themed sale, or (iv) the liquidation of all of Sellers' assets at a portion of Sellers' stores by means of a "going-out-of-business," "store closing" or similar themed sale, and (v) any combination of (ii) and (iv) above;

WHEREAS, on November 17, 2008, the Bankruptcy Court entered an order, *inter alia*, approving the sale procedures in connection with the Sale Motion (the "*Bid Procedure Order*");

WHEREAS, on November 24, 2008, Assignee and Sellers entered into an Asset Purchase Agreement (the "*Purchase Agreement*"), pursuant to which Assignor has agreed, among other things, to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to certain trademarks, along with the United States registrations for such trademarks more particularly identified on Schedule A attached hereto (collectively, the "*Trademarks*") and the goodwill of the business associated therewith and all causes of action relating thereto; and

WHEREAS, on November 25, 2008, the Bankruptcy Court entered an order (the "*Sale Order*") approving the Sale Motion consistent with the terms and conditions of the Bid Procedure Order, and the Bid Procedure Order has become a final order; and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to further document the assignment, transfer and conveyance to Assignee of all of Assignor's right, title and interest in and to the Trademarks and the goodwill of the business associated therewith and all causes of action relating thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree to the recitals set forth above and as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee Assignor's full right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated with the Trademarks, including, without limitation, all common law rights and trademark registrations and applications for the Trademarks. Assignee hereby acknowledges and agrees that the assignment, transfer and conveyance contemplated under this Section 1 are subject to (a) any licenses in respect of the Trademarks granted under any Agency Agreement approved by the Bankruptcy Court that is entered into between the Sellers and one or more third party liquidators for the primary purpose of causing the liquidation, through "going-out-of business," "store closing," or similar themed sales, of assets of Sellers' that are not included in the Acquired Assets, (b) Sellers' right, and the right of the secured creditors of Sellers, to use the Trademarks in connection with any sale, disposition or collection of any assets of Sellers that are not included in the Acquired Assets until the first anniversary of the closing of the transactions contemplated by the Purchase Agreement (the "**Closing**"), or until such later time, if any, as may be agreed to in writing by Assignee, and (c) Sellers' rights to continue to use any applicable Trademarks in connection with any filings with the Bankruptcy Court until the first anniversary of the Closing, or until such later time, if any, as may be agreed to in writing by Assignee.

2. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Further Assurances. 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 Assignee's right, title and interest in and to the Trademarks, including any and all assignments to Assignee regarding the Trademarks as may be required in proceedings throughout the world.

4. As-Is, Where-Is Transaction. WITHOUT LIMITING SECTION 6.7(a) OF THE PURCHASE AGREEMENT, EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT WITH RESPECT TO THE TRADEMARKS, ASSIGNOR HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMS AND SHALL NOT BE DEEMED TO HAVE MADE, AND ASSIGNEE HEREBY IRREVOCABLY WAIVES (a) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO VALUE, DESIGN, OR QUALITY; (b) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF FREEDOM FROM ANY RIGHTFUL CLAIM BY WAY OF INFRINGEMENT OR THE LIKE (INCLUDING WITHOUT LIMITATION, INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT); (c) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE

TRADEMARKS; AND (d) ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. THE TRADEMARKS ARE SOLD "AS IS, WHERE IS."

5. Binding Effect and Governing Law. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas without regard to the conflict or choice of law rules of Texas or any other jurisdiction.

6. Primacy of Documents. Nothing contained in this Assignment will be deemed to supersede, modify, limit, expand or amend any of the rights or obligations of Sellers or Assignee under the Purchase Agreement. In the event of a conflict between (a) this Assignment and the Purchase Agreement, the Purchase Agreement will govern and control, (b) this Assignment and the Sale Order, the Sale Order will govern and control, or (c) the Purchase Agreement and the Sale Order, the Sale Order will govern and control.


7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

“Assignor”

CORRAL WEST RANCHWEAR, LLC

By: 
Name: Alan Minker
Title: Chief Restructuring Officer

“Assignee”

BOOT BARN, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

"Assignor"

CORRAL WEST RANCHWEAR, LLC

By: _____

Name: _____

Title: _____

"Assignee"

BOOT BARN, INC.

By:  _____

Name: David M. Browne

Title: Asst. Secretary

[Signature Page to Trademark Assignment]

SCHEDULE A

Mark	Registration No.	Registration Date
CORRAL WEST	2,549,066	March 19, 2002
CORRAL WEST	3,135,148	August 29, 2006
CORRAL WEST RANCHWEAR	2,531,449	January 22, 2002
CORRAL WEST RANCHWEAR	3,135,156	August 29, 2006
CORRAL WEST WESTERNWEAR	2,693,742	March 4, 2003
CWR WORKWEAR DEPOT	3,240,508	May 8, 2007
CWR	3,181,766	December 5, 2006
CWR	3,055,270	January 31, 2006
SHYANNE COLLECTION BY CORRAL WEST	2,634,419	October 15, 2002
WHAT THE WEST WEARS	2,506,173	November 13, 2001