

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
BTWW RETAIL, L.P.		11/26/2008	LIMITED PARTNERSHIP: TEXAS
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: 6			
Property Type	Number	Word Mark	
Serial Number:	77255697	JOB SITE	
Registration Number:	1197321	WESTERN WAREHOUSE	
Registration Number:	1786004	WESTERN WAREHOUSE	
Registration Number:	1818497	CODY JAMES	
Registration Number:	2193695	JOB SITE	
Registration Number:	2316559	WE COVER THE WEST	
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:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 1:	515 S. Flower Street		
Address Line 2:	25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

TRADEMARK

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ATTORNEY DOCKET NUMBER:	73870.00005
NAME OF SUBMITTER:	Palak Shah
Signature:	/Palak Shah/
Date:	02/10/2009
<p>Total Attachments: 7</p> <p>source=BTWW trademark assignment#page1.tif</p> <p>source=BTWW trademark assignment#page2.tif</p> <p>source=BTWW trademark assignment#page3.tif</p> <p>source=BTWW trademark assignment#page4.tif</p> <p>source=BTWW trademark assignment#page5.tif</p> <p>source=BTWW trademark assignment#page6.tif</p> <p>source=BTWW trademark assignment#page7.tif</p>	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made effective as of November 26, 2008, by and between BTWW Retail, L.P., a Texas limited partnership ("*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, Corral West Ranchwear, LLC, a Wyoming limited liability company, 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 and application for registration for such trademarks more particularly identified on Schedules A and B 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"

BTWW RETAIL, L.P.

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"

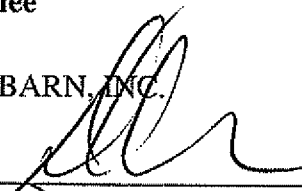
BTWW RETAIL, L.P.

By: BTWW GENPAR, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

"Assignee"

BOOT BARN, INC.

By:  _____
Name: David M. Browne
Title: Asst. Secretary

SCHEDULE A

Mark	Registration No.	Registration Date
WESTERN WAREHOUSE	1,197,321	June 8, 1982
WESTERN WAREHOUSE	1,786,004	August 3, 1993
CODY JAMES	1,818,497	January 25, 1994
JOB SITE	2,193,695	October 6, 1998
WE COVER THE WEST	2,316,559	February 8, 2000

SCHEDULE B

Mark	Application No.	Filing Date
JOB SITE	77/255697	August 15, 2007

LEGAL_US_W # 60612049.4

RECORDED: 02/10/2009

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