

TO:KIMBERLI WALKER COMPANY:355 SOUTH GRAND AVENUE, SUITE 4400

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/30/2009
900144299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOOT BARN, INC.		09/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2 North Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national banking association: <i>United States of America</i>

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2307397	BOOT BARN
Serial Number:	77467382	AMERICAN WORKER HEAD-TO-TOE CASUAL & WORK WEAR
Registration Number:	1197321	WESTERN WAREHOUSE
Registration Number:	1786004	WESTERN WAREHOUSE
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:	2834419	SHYANNE COLLECTION BY CORRAL WEST
Registration Number:	2506173	WHAT THE WEST WEARS

CH \$465.00 2307397

TRADEMARK

TO:KIMBERLI WALKER COMPANY:355 SOUTH GRAND AVENUE, SUITE 4400

Registration Number:	1818497	CODY JAMES.
Registration Number:	2193695	JOB SITE
Serial Number:	77255697	JOB SITE
Registration Number:	2316559	WE COVER THE WEST

CORRESPONDENCE DATA

Fax Number: (213)680-6499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6764
Email: kimberli.walker@bingham.com
Correspondent Name: Kimberli Walker
Address Line 1: 355 South Grand Avenue, Suite 4400
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0000341862
NAME OF SUBMITTER:	Kimberli Walker
Signature:	/Kim Walker/
Date:	09/30/2009

Total Attachments: 7
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TRADEMARK

USPTO

TO: KIMBERLI WALKER COMPANY: 355 SOUTH GRAND AVENUE, SUITE 4400

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 30th day of September, 2009, between BOOT BARN, INC., a Delaware corporation ("Borrower"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders referred to below (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Borrower, Boot Barn Holding Corporation, a Delaware corporation, the lenders from time to time party thereto (collectively, the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Borrower is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Borrower's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the

TO:KIMBERLI WALKER COMPANY:355 SOUTH GRAND AVENUE, SUITE 4400

Obligations and would be owed by Borrower, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Borrower's obligations under this Section 5, Borrower hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the

TO:KIMBERLI WALKER COMPANY:355 SOUTH GRAND AVENUE, SUITE 4400

repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


[Remainder of page intentionally left blank; signature page follows.]

TO: KIMBERLI WALKER COMPANY: 355 SOUTH GRAND AVENUE, SUITE 4400

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

BOOT BARN, INC.,
a Delaware corporation

By: 
Name: Paul Jacomo
Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


BORROWER:

BOOT BARN, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____







ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Robin Arriola
Title: Vice President

TO:KIMBERLI WALKER COMPANY:355 SOUTH GRAND AVENUE, SUITE 4400

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS			
MARK	APPLICATION NO. DATE	REGISTRATION NO. DATE	STATUS
BOOT BARN	75/579,578	2307397	Renewed
	77/467,382	Pending	Allowed - statement of use registration complete
WESTERN WAREHOUSE	73,229,113	1,197,321	Renewed
WESTERN WAREHOUSE	74/334,293	1,786,004	Renewed
	76/021,433	2,549,066	Registered
CORRAL WEST	78/569,082	3,135,148	Registered
	76/016,060	2,531,449	Registered
CORRAL WEST RANCHWEAR	78/569,628	3,135,156	Registered
	76/021,434	2,693,742	Registered
CWR WORKWEAR DEPOT	78/568,171	3,240,508	Registered
CWR	78/569,059	3,181,766	Registered
CWR (Stylized) 	78/569,074	3,055,270	Registered
SHYANNE COLLECTION BY CORRAL WEST and Design 	76/222,984	2,634,419	Cancelled
WHAT THE WEST WEARS	76/116,555	2,506,173	Registered
CODY JAMES	74/209,357	1,818,497	Renewed

A/73139-339.2

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JOB SITE	75/346,364	2,193,695	Renewed
JOB SITE	77/255,697	Pending	Abandoned
WE COVER THE WEST	75/632,722	2,316,559	Registered

A/73139539.2

TRADEMARK