

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BTWW Retail Liquidation Trust		03/05/2010	TRUST:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boot Barn, Inc.		
<b>Street Address:</b>	1636 W. Collins Avenue		
<b>City:</b>	Orange		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92867		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3615901	SHYANNE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-458-3000		
Email:	ProsecutionDocketing@paulhastings.com		
Correspondent Name:	Martin R. Bader		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	73870.00015.B.US		
NAME OF SUBMITTER:	Martin R. Bader		
Signature:	/Martin R. Bader/		
Date:	03/10/2010		

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Total Attachments: 3

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of March 5, 2010 by and between BTWW Retail Liquidation Trust, ("*Assignor*") and Boot Barn, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor U.S. Trademark Registration No. 3615901 (the "*SHYANNE Mark*") for an amount in cash equal to [REDACTED] (the "*Purchase Price*");

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 February 3, 2010, the Bankruptcy Court entered an Order confirming a *First Amended Consolidated Joint Plan of Liquidation of the Debtors Together With the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code* (the "*Plan*");

WHEREAS, Exhibit A to the Plan is a liquidation trust agreement and as of February 16, 2010 (the "*Effective Date*"), pursuant to the liquidation trust agreement, the SHYANNE Mark, including the goodwill of the business associated therewith and all causes of action relating thereto, were transferred to the Assignor; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the SHYANNE Mark, including the goodwill of the business associated therewith and all causes of action relating thereto;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the SHYANNE Mark (the "*Mark*"), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registration for the Mark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of present and future infringements of the Mark to the extent such claims exist and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **REPRESENTATION AND WARRANTY.** THE LIQUIDATION TRUST REPRESENTS AND WARRANTS THAT IT OWNS ALL RIGHT, TITLE AND INTEREST IN THE SHYANNE MARK, INCLUDING THE GOODWILL OF THE BUSINESS ASSOCIATED THEREWITH.

4. **GENERAL.**

4.1 Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to record Assignee as the owner of the Mark 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 Mark.

4.2 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

4.3 Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

4.4 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

4.5 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware,


regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

4.6 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.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.


**"Assignee"**

Boot Barn, Inc.,  
a Delaware corporation.

By:   
Name: PAUL IAONO  
Title: CEO

**"Assignor"**

BTWW Retail Liquidation Trust,

By:   
Name: DORNE BOBITT  
Title: Managing Director Chesapeake Empire  
Liquidation Trust