

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boot Barn, Inc.		12/12/2011	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 Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3941630	AMERICAN WORKER HEAD TO TOE WORK WEAR	
Registration Number:	3615901	SHYANNE	
Registration Number:	2549066	CORRAL WEST	
Serial Number:	85465810	STINKY BOOT	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
Phone:	(949) 224-6291		
Email:	trademark@buchalter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Farah P. Bhatti, Esq.		
Address Line 1:	18400 Von Karman Avenue, Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	P6328-0003		
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.		

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Signature:	/Farah P. Bhatti/
Date:	12/14/2011
Total Attachments: 4 source=BOOT BARN_PNC_Amendment to Trademark Security Agreement (2)#page1.tif source=BOOT BARN_PNC_Amendment to Trademark Security Agreement (2)#page2.tif source=BOOT BARN_PNC_Amendment to Trademark Security Agreement (2)#page3.tif source=BOOT BARN_PNC_Amendment to Trademark Security Agreement (2)#page4.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (this "Amendment") made as of this 12th day of December 2011, amends and shall be considered part of that certain Trademark Security Agreement, dated as of September 30, 2009 (the "Existing Trademark Security Agreement," collectively with this Amendment, the "Trademark Security Agreement"), executed by BOOT BARN, INC., a Delaware corporation ("Borrower"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the lenders from time to time party to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), with such Existing Trademark Security Agreement being filed and recorded in the United States Patent and Trademark Office on September 30, 2009 (Reel 004074 and Frame 0038 as a reference number).

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 (the "Trademark Collateral") has been granted to Agent, for the benefit of the Lenders, pursuant to the Existing Trademark Security Agreement:

(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 to the Existing Trademark Security Agreement;

(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.

The security interests granted pursuant to the 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; *provided*, however that in no event shall the Trademark Collateral include any property or asset of Grantor which is excluded from Collateral pursuant to Section 4.1 of the Credit Agreement.


Schedule I of the Existing Trademark Security Agreement is hereby amended by adding the trademarks, trademark registrations, and applications therefor, which are identified on Schedule I-A attached hereto and incorporated hereby, to the list of Trademarks previously set forth on such Schedule I.

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this First Amendment to 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 Iacono
Title: Chief Financial Officer

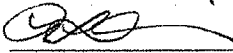
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First Amendment to Trademark Security Agreement

TRADEMARK
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ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Robin Arriola
Title: Senior Vice President

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First Amendment to Trademark Security Agreement

TRADEMARK
REEL: 004679 FRAME: 0343

SCHEDULE I-A

Trademarks

Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
Boot Barn, Inc.	<u>STINKY BOOT</u>	85465810	November 7, 2011
Boot Barn, Inc.	<u>AMERICAN WORKER HEAD TO TOE WORK WEAR</u>	3941630	April 5, 2011
Boot Barn, Inc.	<u>SHYANNE</u>	3615901	May 5, 2009
Boot Barn, Inc.	<u>CORRAL WEST</u>	2549066	March 19, 2002

Schedule I-A
First Amendment to Trademark Security Agreement

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RECORDED: 12/14/2011

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