

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boot Barn, Inc.		12/12/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSouth Partners SBIC Fund III, LP
Street Address:	4201 Congress Street
Internal Address:	Suite 360
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	PARTNERSHIP: NORTH CAROLINA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2307397	BOOT BARN
Registration Number:	3696624	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:	3135156	CORRAL WEST RANCHWEAR
Registration Number:	3240508	CWR WORK WEAR DEPOT
Registration Number:	3181766	CWR
Registration Number:	3055270	CWR
Registration Number:	1818497	CODY JAMES
Registration Number:	2193695	JOB SITE
Registration Number:	3941630	AMERICAN WORKER HEAD TO TOE WORK WEAR

TRADEMARK

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Registration Number:	3615901	SHYANNE
Registration Number:	2506173	WHAT THE WEST WEARS
Registration Number:	2531449	CORRAL WEST RANCHWEAR
Serial Number:	85465810	STINKY BOOT

CORRESPONDENCE DATA

Fax Number: (404)572-5100

Email: mrussell@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18387.015002
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NAME OF SUBMITTER:	Mark Russell
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Signature:	/Mark Russell/
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Date:	12/15/2011
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CAPITALSOUTH PARTNERS SBIC FUND III, LP, as agent (in such capacity, together with its successors and assigns, "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Term Loan and Security Agreement, dated as of December 12, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Boot Barn, Inc., Delaware corporation ("Borrower"), Boot Barn Holding Corporation, a Delaware corporation ("Parent Holdco"), the financial institutions which are now or which hereafter become party thereto (each a "Lender" and collectively, the "Lenders") and Agent, the Lenders have severally agreed to make Term Loans to the Borrower subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all License Agreements providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement and Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Pledge and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Pledge and Security 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 Loan Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and License Agreements subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

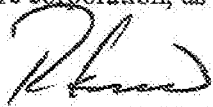
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

BOOT BARN, INC.,
a Delaware corporation, as Grantor

By: 
Name: Paul Iacono
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITALSOUTH PARTNERS SBIC FUND III, L.P, as Agent

By: _____
Name: Joseph B. Alala, III
Title: President and CEO

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004680 FRAME: 0269

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


Very truly yours,

BOOT BARN, INC.,
a Delaware corporation




By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

CAPITALSOUTH PARTNERS SBIC FUND III, LP, as Agent

By: 
Name: Joseph B. Alala, III
Title: President and CEO

**Schedule I
to
Trademark Security Agreement**

<i>Mark</i>	<i>Registration number Registration date</i>	<i>Application number</i>	<i>Current Owner</i>
BOOT BARN	2,307,397 01/11/2000	75/579,578	Boot Barn, Inc.
	3,696,624 10/13/2009	77/467,382	Boot Barn, Inc.
WESTERN WAREHOUSE	1,197,321* 06/08/1982	73,229,113	Boot Barn, Inc.
WESTERN WAREHOUSE	1,786,004 08/03/1993	74/334,293	Boot Barn, Inc.
	2,549,066* 03/19/2002	76/021,433	Boot Barn, Inc.
CORRAL WEST	3,135,148 8/29/2006	78/569,082	Boot Barn, Inc.
CORRAL WEST RANCHWEAR	3,135,156 08/29/2006	78/569,628	Boot Barn, Inc.
CWR WORKWEAR DEPOT	3,240,508* 05/08/2007	78/568,171	Boot Barn, Inc.
CWR	3,181,766* 12/05/2006	78/569,059	Boot Barn, Inc.
CWR (Stylized) 	3,055,270* 01/31/2006	78/569,074	Boot Barn, Inc.
CODY JAMES	1,818,497 01/25/1994	74/209,357	Boot Barn, Inc.
JOB SITE	2,193,695 10/06/1998	75/346,364	Boot Barn, Inc.
AMERICAN WORKER HEAD TO TOE WORK WEAR	3,941,630	77/891,409	Boot Barn, Inc.

<i>Mark</i>	<i>Registration number Registration date</i>	<i>Application number</i>	<i>Current Owner</i>
SHYANNE	3,615,901	77/584,307	Boot Barn, Inc.
STINKY BOOT		85/465,810 11/7/2011	Boot Barn, Inc.
WHAT THE WEST WEARS	2,506,173* 11/13/2001	76/116,555	Boot Barn, Inc.
CORRAL WEST RANCHWEAR (and Design)	2,531,449 01/22/2002	76/016,060	Boot Barn, Inc.