

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.		05/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Golub Capital LLC, as Agent
Street Address:	c/o Golub Capital Incorporated 666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15		
Property Type	Number	Word Mark
Registration Number:	2307397	BOOT BARN
Registration Number:	3696624	AMERICAN WORKER HEAD-TO-TOE CASUAL & WOR
Registration Number:	1197321	WESTERN WAREHOUSE
Registration Number:	1786004	WESTERN WAREHOUSE
Registration Number:	3135148	CORRAL WEST
Registration Number:	3135156	CORRAL WEST RANCHWEAR
Registration Number:	3240508	CWR WORK WEAR DEPOT
Registration Number:	3181766	CWR
Registration Number:	1818497	CODY JAMES
Registration Number:	2193695	JOB SITE
Registration Number:	3941630	AMERICAN WORKER HEAD TO TOE WORK WEAR
Registration Number:	3615901	SHYANNE
Registration Number:	4247245	STINKY BOOT
Serial Number:	85722240	AW

CH \$390.00 2307397

Serial Number:

85718520

CORRESPONDENCE DATA

Fax Number:

3129021061

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

Phone:

312-577-8307

Email:

latiffany.brown@kattenlaw.com

Correspondent Name:

LaTiffany Brown c/o Katten Muchin Rosenm

Address Line 1:

525 West Monroe Street

Address Line 4:

Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

337968-78

NAME OF SUBMITTER:

LaTiffany Brown

Signature:

/LaTiffany Brown/

Date:

05/31/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 31, 2013, by BOOT BARN, INC., a Delaware corporation ("Grantor"), in favor of Golub Capital LLC, as agent (in such capacity, together with its successors and assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of May 31, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit 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 (the "Lenders") and Agent, the Lenders have severally agreed to make financial accommodations to the Borrower subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Suretyship Agreement, dated even date herewith in favor of the Agent (the "Guaranty"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Credit Agreement, the Guaranty and that certain Pledge and Security Agreement, dated as of May 31, 2013 (as may be amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), by and between the Grantors and the Agent, the Grantors are 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:

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

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guaranteed Obligations of such Grantor, hereby assigns, pledges and grants to the Agent for the benefit of the Lenders, and grants to the Agent for its benefit and for the ratable benefit of each Lender a continuing security interest in and a Lien on 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, 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..

3. Credit 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 Credit 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 Credit 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 Credit Agreement or the definition of "Collateral" in Section 1 of the Pledge and Security Agreement.

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 Agreement subject to a security interest hereunder.

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.

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, 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.

GRANTOR:

BOOT BARN, INC., a Delaware corporation

By: 

Name: Paul J. Iacono

Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005038 FRAME: 0773

ACCEPTED AND
ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Agent


By: 



Name: Marc C. Robinson

Title: Managing Director

Boot Barn (Golub)

Schedule I
to
Trademark Security Agreement
Trademark Registrations

Grantor	Description	Application / Registration No.	Issue Date
Boot Barn, Inc.	BOOT BARN	2,307,397	01/11/2000
Boot Barn, Inc.		3,696,624	10/13/2009
Boot Barn, Inc.	WESTERN WAREHOUSE	1,197,321	06/08/1982
Boot Barn, Inc.	WESTERN WAREHOUSE	1,786,004	08/03/1993
Boot Barn, Inc.	CORRAL WEST	3,135,148	8/29/2006
Boot Barn, Inc.	CORRAL WEST RANCHWEAR	3,135,156	08/29/2006
Boot Barn, Inc.	CWR WORKWEAR DEPOT	3,240,508	05/08/2007
Boot Barn, Inc.	CWR	3,181,766	12/05/2006
Boot Barn, Inc.	CODY JAMES	1,818,497	01/25/1994
Boot Barn, Inc.	JOB SITE	2,193,695	10/06/1998
Boot Barn, Inc.	AMERICAN WORKER HEAD TO TOE WORK WEAR	3,941,630	04/05/2011
Boot Barn, Inc.	SHYANNE	3,615,901	05/05/2009
Boot Barn, Inc.	STINKY BOOT	4,247,245	11/20/2012

Grantor	Description	Application / Registration No.	Issue Date
Boot Barn, Inc.		85722240	N/A
Boot Barn, Inc.		85718520	N/A