

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
RCC Western Stores, Inc.		05/31/2013	CORPORATION: SOUTH DAKOTA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3676190	RCC WESTERN STORES	
Registration Number:	3685540	RCC WESTERN STORES	
Registration Number:	4164753	RCC WESTERN STORES	
Registration Number:	4164271	RCC WESTERN WEAR	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		
900256750		TRADEMARK REEL: 005038 FRAME: 0800	

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NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	05/31/2013
Total Attachments: 5 source=RCC#page1.tif source=RCC#page2.tif source=RCC#page3.tif source=RCC#page4.tif source=RCC#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 31, 2013, by RCC WESTERN STORES, INC., a South Dakota 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).

W I T N E S S E T H

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.

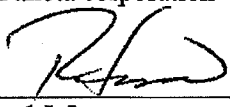
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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:

RCC WESTERN STORES, INC.,
a South Dakota corporation

By:  _____

Name: Paul J. Iacono
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005038 FRAME: 0804

ACCEPTED AND
ACKNOWLEDGED BY:



GOLUB CAPITAL LLC,
as Agent

By: 

Name: Marc C. Robinson
Title: Managing Director

SCHEDULE I

U.S. REGISTERED TRADEMARKS

Grantor	Description	Application / Registration No.	Issue Dates
RCC Western Stores, Inc.	RCC WESTERN STORES Class 35 for Retail stores featuring western-themed and work-related apparel, footwear, gifts, and accessories	3,676,190	September 1, 2009
RCC Western Stores, Inc.	RCC WESTERN STORES (Stylized)  western stores Class 35 for Retail stores featuring western-themed and work-related apparel, footwear, gifts, and accessories	3,685,540	September 22, 2009
RCC Western Stores, Inc.	RCC WESTERN STORES & Logo  Class 35 for Retail stores featuring western-themed and work-related apparel, footwear, gifts, and accessories	4,164,753	June 26, 2012
RCC Western Stores, Inc.	RCC WESTERN WEAR Class 35 for Retail stores featuring western-themed and work-related apparel, footwear, gifts, and accessories	4,164,271	June 26, 2012

Schedule 1
U.S. Registered Trademarks