

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:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	85722240	AW
Serial Number:	85718520	

CORRESPONDENCE DATA	
Fax Number:	2158325619
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	215-569-5619
Email:	pecsenye@blankrome.com
Correspondent Name:	Timothy D. Pecsénye
Address Line 1:	One Logan Square
Address Line 2:	Eighth Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13035
NAME OF SUBMITTER:	Timothy D. Pecsénye

OP \$65.00 85722240

Signature:	/Timothy D. Pecsenty/
Date:	06/03/2013
Total Attachments: 4 source=Second Amendment to Trademark Security Agreement_BOOTBARN_PNC#page1.tif source=Second Amendment to Trademark Security Agreement_BOOTBARN_PNC#page2.tif source=Second Amendment to Trademark Security Agreement_BOOTBARN_PNC#page3.tif source=Second Amendment to Trademark Security Agreement_BOOTBARN_PNC#page4.tif	

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement (this "Amendment") is made this 31st day of May, 2013, by and between BOOT BARN, INC., a Delaware corporation ("Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by Grantor in favor of Agent, Grantor has, among other things, granted to Agent a security interest in and lien on the Trademark Collateral (as defined in the Agreement), a copy of which was recorded with the United States Patent and Trademark Office on September 30, 2009 at Reel 4074/Frame 0038;

WHEREAS, that certain First Amendment to Trademark Security Agreement dated as of December 12, 2011 by Grantor in favor of Grantee was recorded with the United States Patent and Trademark Office on December 14, 2011 at Reel 4679/Frame 0339;

WHEREAS, pursuant to the terms of the Credit Agreement (as defined in the Agreement), if Grantor shall have obtained rights to any new trademarks, Grantor shall execute an amendment to the Agreement with respect thereto; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

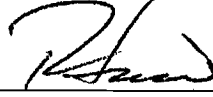
1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
2. AMENDMENT. Schedule I to the Agreement is hereby amended by adding thereto the trademark applications listed on Schedule I hereto, which trademark applications shall hereafter be part of the Trademark Collateral and are subject to Agent's security interest and lien.
3. SUPPLEMENT, NO NOVATION. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR:

BOOT BARN, INC.,
a Delaware corporation

By:  _____

Name: Paul J. Iacono
Title: Chief Financial Officer

AGENT:



PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Kevin J. Gimber
Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

Trademark Applications

TRADEMARK	APPLICATION/SERIAL NO.	APPLICATION DATE
	85722240	September 6, 2012
	85718520	August 31, 2012

Schedule I to Second Amendment to Trademark Security Agreement