

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
	Baskins Acquisition Holdings, LLC		05/31/2013	LIMITED LIABILITY COMPANY: 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:	15219			
Entity Type:	National Association: UNITED STATES			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	4256229	BASKINS	
	Registration Number:	4157456	BASKINS	
	Registration Number:	3541365	DIAMOND B	
	Registration Number:	3457163	DIAMOND B WORKWEAR	
	Registration Number:	4260163	OUTFITTING TEXANS SINCE 1972	
	Registration Number:	4326046	THE OFFICIAL WESTERN STORE OF TEXAS	
	Registration Number:	3272004	WORK WESTERN WEEKEND BASKINS YOUR FRIEND	
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			

OP \$190.00 4256229

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
Signature:	/Timothy D. Pecsénye/
Date:	06/03/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION as agent for the Lenders (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 Second Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof (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 an Amended and Restated 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 Amended and Restated Pledge and Security Agreement, dated as of even date herewith (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:

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

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 its benefit and for the ratable benefit of each Lender a continuing security interest in and to 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.

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 the definition of "Collateral" pursuant to Section 4.1 of the Credit Agreement or Section 1 of the Pledge and Security Agreement.

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 subject to a security interest hereunder.

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.

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.

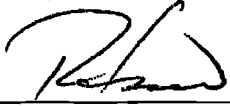
[signature pages follow]

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.

Grantor:

BASKINS ACQUISITION HOLDINGS, LLC,
a Delaware limited liability company

By: Boot Barn Inc., a Delaware corporation, its sole member

By:  _____

Name: Paul J. Iacono


Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005039 FRAME: 0669

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent


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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005039 FRAME: 0670

Schedule I
to
Trademark Security Agreement
Trademark Registrations

Grantor	Description	Application / Registration No.	Issue Date
Baskins Acquisition Holdings, LLC	Baskins	4,256,229	9/1/2009
Baskins Acquisition Holdings, LLC	BASKINS	4,157,456	6/12/2012
Baskins Acquisition Holdings, LLC	Diamond B	3,541,365	12/2/2008
Baskins Acquisition Holdings, LLC	DIAMOND  WORKWEAR	3,457,163	7/1/2008
Baskins Acquisition Holdings, LLC	Outfitting Texans Since 1972	4,260,163	12/18/2012
Baskins Acquisition Holdings, LLC	The Official Western Store of Texas	4,326,046	4/23/2013
Baskins Acquisition Holdings, LLC	WORK * WESTERN * WEEKEND BASKINS <i>Your Friendly Family Store</i>	3,272,004	7/31/2007

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]