

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baskins Acquisition Holdings, LLC		11/07/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Boot Barn, Inc.		
Street Address:	15776 Laguna Canyon Road		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
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:	6263049723		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	818-636-5933		
Email:	akindred@leechtishman.com		
Correspondent Name:	Alan M. Kindred		
Address Line 1:	215 N Marengo Ave		

OP \$190.00 4256229

Address Line 2: Suite 135
Address Line 4: Pasadena, CALIFORNIA 91101

ATTORNEY DOCKET NUMBER:	BOOTBARNBASKINS
NAME OF SUBMITTER:	Alan M. Kindred
Signature:	/amkindred/
Date:	11/07/2013

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT is made as of November 7, 2013 BY AND BETWEEN BASKINS ACQUISITION HOLDINGS, LLC, a Delaware limited liability company ("Assignor") AND BOOT BARN, INC., a Delaware corporation ("Assignee")

WHEREAS:

- A. Assignor is the owner of all right, title and interest in and to the trademarks together with the good will of the business connected with the use of and symbolized by the trademarks in connection with the goods and/or services set forth in United States trademark registration numbers set forth in the Schedule hereto ("Trademarks").
- B. Assignee desires to acquire all right, title and interest in and to the Trademarks.
- C. Assignor and Assignee have agreed that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the good will of the business connected with the use of and symbolized by the Trademarks, the above referenced registrations of the Trademarks, and all rights appurtenant to the Trademarks, and that Assignee will accept said assignment.

NOW, THEREFORE, it is hereby agreed by and between Assignor and Assignee for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. The above recitals are hereby incorporated by reference and shall not be treated as mere recitals.
2. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of its right, title and interest in the Trademarks together with the good will of the business connected with the use of and symbolized by the Trademarks, as well as the above referenced registrations of the Trademarks and ownership of the registrations of the Trademarks, as well as all rights appurtenant thereto, including but not limited any and all rights to use the Trademarks, rights to sue for past, present and future trademark infringement or misappropriation, unfair competition and all other claims, income, royalties, money due, damages, causes of action, attorney's fees, costs and expenses, connected or associated with the Trademarks, any and all past, present and future rights to file and prosecute trademark applications, opposition and/or cancellation proceedings, and to seek

extensions of time relating thereto, based on, connected with or associated with the Trademarks, rights to file statements of use and/or declarations under §§8 and/or 15 of the Trademark Act of 1946, renew registrations of the Trademarks, and all other rights whatsoever past, present and future connected, or associated with, or based on, the Trademarks at law, in equity, pursuant to statute or otherwise.


3. Assignor will do all such acts and execute all such documents as may be necessary or appropriate for securing, completing and vesting in Assignee full right, title and interest in the Trademarks and rights described above.
4. If any part or provision of this agreement is found invalid or unenforceable, such part or provision shall be severed and the remainder shall remain valid and enforceable according to its terms.
5. This agreement shall bind the parties, their successors and assigns.
6. The undersigned expressly warrant that they are duly and fully authorized to execute and enter into this agreement on behalf of the party on whose behalf they have executed this agreement below.


IN WITNESS WHEREOF the parties hereto have duly executed and delivered this Assignment of Trademarks as of the day and year first above written at Irvine, California.

Baskins Acquisition Holdings, LLC
a Delaware limited liability company

Boot Barn, Inc.
a Delaware corporation

By: Boot Barn, Inc.
A Delaware Corporation
Its: Sole and Managing Member

By: 
Name: Paul Iacono
Its: Chief Financial Officer

By: 
Name: Paul Iacono
Its: Chief Financial Officer

SCHEDULE

BASKINS	4,256,229
BASKINS (design)	4,157,456
DIAMOND B	3,541,365
DIAMOND B WORKWEAR (design)	3,457,163
OUTFITTING TEXANS SINCE 1972	4,260,163
THE OFFICIAL WESTERN STORE OF TEXAS	4,326,046
BASKINS – WORK WESTERN WEEKEND YOUR FRIENDLY FAMILY STORE (design)	3,272,004