

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301479

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the terms of the Second Amendment to the Security Interest Granted in Trademarks previously recorded on Reel 005039 Frame 0607. Assignor(s) hereby confirms the Grant of Security Interest in Trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boot Barn, Inc.		04/15/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

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
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

CORRESPONDENCE DATA

Fax Number: 2158325619

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

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

TRADEMARK

Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-13035

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 04/15/2014

Total Attachments: 4

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THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Third Amendment to Trademark Security Agreement (this "Amendment") is made as of this 15th day of April, 2014, 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, that certain Second Amendment to Trademark Security Agreement dated as of May 31, 2013 by Grantor in favor of Grantee was recorded with the United States Patent and Trademark Office on June 3, 2013 at Reel 5039/Frame 0607;

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 hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTOR:

BOOT BARN, INC.,
a Delaware corporation

By: _____

Name:

Title:

Paul Jacinto

CEO

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: *Fred Kiehne*

Name: Frederick P. Kiehne

Title: Senior Vice President

Signature Page to Third Amendment to Trademark Security Agreement

TRADEMARK
REEL: 005260 FRAME: 0764

SCHEDULE I

U.S. REGISTERED TRADEMARKS

Grantor	Description	Application / Registration No.	Issue Dates
Boot Barn, Inc.	RCC WESTERN STORES	3,676,190	9/1/2009
Boot Barn, Inc.	RCC WESTERN STORES	3,685,540	9/22/2009
Boot Barn, Inc.	RCC WESTERN STORES	4,164,753	6/26/2012
Boot Barn, Inc.	RCC WESTERN WEAR	4,164,271	6/26/2012
Boot Barn, Inc.	Baskins	4256229	12/11/2012
Boot Barn, Inc.	Baskins	4157456	6/12/2012
Boot Barn, Inc.	Diamond B	3541365	12/2/2008
Boot Barn, Inc.	Diamond B Workwear	3457163	7/1/2008
Boot Barn, Inc.	Outfitting Texans Since 1972	4260163	12/18/2012
Boot Barn, Inc.	The Official Western Store of Texas	4326046	4/23/2013