

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOT BARN, INC.		02/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK		
Street Address:	1800 Century Park East, Suite 1120		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	2307397	BOOT BARN	
Registration Number:	3696624	AMERICAN WORKER HEAD-TO-TOE CASUAL & WOR	
Registration Number:	1197321	WESTERN WAREHOUSE	
Registration Number:	1786004	WESTERN WAREHOUSE	
Registration Number:	3135148	CORRAL WEST	
Registration Number:	3135156	CORRAL WEST RANCHWEAR	
Registration Number:	1818497	CODY JAMES	
Registration Number:	2193695	JOB SITE	
Registration Number:	3941630	AMERICAN WORKER HEAD TO TOE WORK WEAR	
Registration Number:	3615901	SHYANNE	
Registration Number:	4247245	STINKY BOOT	
Serial Number:	85722240	AW	
Serial Number:	85718520		
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	

CH \$740.00 2307397

Property Type	Number	Word Mark
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:	4666995	BB RANCH
Registration Number:	4659704	SHYANNE
Serial Number:	86376463	MOONSHINE SPIRIT BY BRAD PAISLEY
Serial Number:	86327572	MOONSHINE SPIRIT
Serial Number:	86279959	B
Serial Number:	86296606	

CORRESPONDENCE DATA

Fax Number: 9495676710

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

Phone: 9495676700

Email: ipprosecution@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP/VHS

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	1696-593
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	02/25/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as a grantor on the signature pages hereto (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS the Grantor is party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Grantor and the other grantors from time to time party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including the registrations and registration applications filed in the United States Patent and Trademark Office ("USPTO") listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

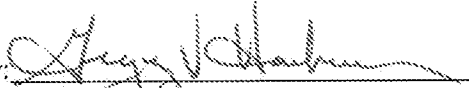
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOOT BARN, INC., as Grantor

By: 

Name: Greg Hackman

Title: Chief Financial Officer and Secretary

Signature Page to Trademark Security Agreement – Boot Barn

TRADEMARK
REEL: 005466 FRAME: 0128

Acknowledged and Agreed:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: Belle Villaseñor
Name: Belle Villaseñor
Title: Vice President


Signature Page to Trademark Security Agreement – Boot Barn

**TRADEMARK
REEL: 005466 FRAME: 0129**


**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

[See Attached]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

<i>Mark</i>	<i>Registration number</i> <i>Registration date</i>	<i>Application number</i>	<i>Current Owner</i>
BOOT BARN	2,307,397 01/11/2000	75/579,578	Boot Barn, Inc.
	3,696,624 10/13/2009	77/467,382	Boot Barn, Inc.
WESTERN WAREHOUSE	1,197,321* 06/08/1982	73,229,113	Boot Barn, Inc.
WESTERN WAREHOUSE	1,786,004 08/03/1993	74/334,293	Boot Barn, Inc.
CORRAL WEST	3,135,148 8/29/2006	78/569,082	Boot Barn, Inc.
CORRAL WEST RANCHWEAR	3,135,156 08/29/2006	78/569,628	Boot Barn, Inc.
CWR WORKWEAR DEPOT	CANCELED		
CWR	CANCELED		
CODY JAMES	1,818,497 01/25/1994	74/209,357	Boot Barn, Inc.
JOB SITE	2,193,695 10/06/1998	75/346,364	Boot Barn, Inc.
AMERICAN WORKER HEAD TO TOE WORK WEAR	3,941,630 04/05/2011	77/891,409	Boot Barn, Inc.
SHYANNE	3,615,901 05/05/2009	77/584,307	Boot Barn, Inc.
STINKY BOOT	4247245 11/20/2012	85/465,810	Boot Barn, Inc.

<i>Mark</i>	<i>Registration number</i> <i>Registration date</i>	<i>Application number</i>	<i>Current Owner</i>
	N/A	85722240	Boot Barn, Inc.
	N/A	85718520	Boot Barn, Inc.
RCC WESTERN STORES	3,676,190 9/01/2009	77673023	Boot Barn, Inc.
	3,685,540 9/22/2009	77673019	Boot Barn, Inc.
	4,164,753 6/26/2012	85506201	Boot Barn, Inc.
RCC WESTERN WEAR	4,164,271 6/26/2012	85457801	Boot Barn, Inc.
Baskins	4256229 12/11/2012	85446448	Boot Barn, Inc.
BASKINS	4157456 6/12/2012	85446755	Boot Barn, Inc.
Diamond B	3541365 12/2/2008	77293760	Boot Barn, Inc.
DIAMOND  WORKWEAR	3457163 7/1/2008	77294779	Boot Barn, Inc.

<i>Mark</i>	<i>Registration number</i> <i>Registration date</i>	<i>Application number</i>	<i>Current Owner</i>
Outfitting Texans Since 1972	4260163 12/18/2012	85446958	Boot Barn, Inc.
The Official Western Store of Texas	4326046 4/23/2013	85446863	Boot Barn, Inc.
<p>WORK * WESTERN * WEEKEND</p> <p>BASKINS</p> <p><i>Your Friendly Family Store</i></p>	CANCELED		
BB RANCH	4666995	86292745	Boot Barn, Inc.
SHYANNE	4659704	86324810	Boot Barn, Inc.
MOONSHINE SPIRIT BY BRAD PAISLEY		86376463	Boot Barn, Inc.
MOONSHINE SPIRIT		86327572	Boot Barn, Inc.
B		86279959	Boot Barn, Inc.
		86296606	Boot Barn, Inc.