

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Boot Barn, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) June 29, 2015

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

Yes

No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: One Boston Place, 18<sup>th</sup> Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: os-udsalban@wolterskluwer.com

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974  
Expiration Date 6/17

b. Deposit Account Number  
Authorized User Name:

9. Signature:

Signature

June 29, 2015  
Date

Joanne BL Arnold  
Name of Person Signing


Total number of pages including cover sheet, attachments, and document: 10





Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$740.00 85722240



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trade mark Registrations/Applications**

Trade Mark	Serial Number	Registration Number	Current Owner
BOOT BARN	2,307,397	75/579,578	Boot Barn, Inc.
	3,696,624 10/13/2009	77/467,382	Boot Barn, Inc.
WESTERN WAREHOUSE	1,197,321*	73,229,113	Boot Barn, Inc.
WESTERN WAREHOUSE	1,786,004	74/334,293	Boot Barn, Inc.
CORRAL WEST	3,135,148	78/569,082	Boot Barn, Inc.
CORRAL WEST RANCHWEAR	3,135,156	78/569,628	Boot Barn, Inc.
CWR WORKWEAR DEPOT		CANCELED	
CWR		CANCELED	
CODY JAMES	1,818,497	74/209,357	Boot Barn, Inc.
JOB SITE	2,193,695	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	85/465,810	Boot Barn, Inc.

<i>Mark</i>	<i>Registration Number</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	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	85457801	Boot Barn, Inc.
Baskins	4256229	85446448	Boot Barn, Inc.
<b>BASKINS</b>	4157456	85446755	Boot Barn, Inc.
Diamond B	3541365	77293760	Boot Barn, Inc.

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TRADEMARK	REGISTRATION NUMBER	APPLICANT NUMBER	OWNER OF THE TRADEMARK
<b>DIAMOND</b>  <b>WORKWEAR</b>	3457163 7/1/2008	77294779	Boot Barn, Inc.
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.
<b>WORK * WESTERN * WEEKEND</b> <b>BASKINS</b> <i>Your Friendly Family Store</i>	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.

Trade Names

Not Applicable

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29<sup>th</sup> day of June, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 29, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Boot Barn, Inc., a Delaware corporation ("Boot Barn", and, together with the other entities party thereto as borrowers and any person that may from time to time become a party thereto as a borrower, each individually a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Collateral Agreement, dated as of June 29, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

2. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving any Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new material trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

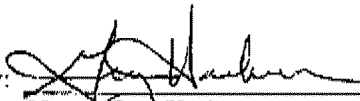
6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER,

AND JUDICIAL REFERENCE SET FORTH IN SECTION 7.5 OF THE SECURITY AGREEMENT,  
AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS*  
*MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BOOT BARN, INC.**

By:   
Name: Greg Hackman  
Title: Chief Financial Officer and Secretary

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BOOT BARN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By: Irene Rosen Marks  
Name: Irene Rosen Marks  
Title: Managing Director

[Signature Page to Trademark Security Agreement (ABL)]

**TRADEMARK  
REEL: 005566 FRAME: 0604**

**Common Law Trade marks**

Not Applicable

**Trademarks Not Currently In Use**

Not Applicable

**Trademark Licenses**

Not Applicable

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