

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429048

| | | | |
|---|--|----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BOOT BARN, INC. | | 05/26/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | One Boston Place, 18th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02108 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86862203 | MOONSHINE SPIRIT BY BRAD PAISLEY | |
| Serial Number: | 87347735 | XERO GRAVITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <i>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.</i> | | | |
| Phone: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | Michael Violet | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Joanne Arnold | | |
| SIGNATURE: | /Joanne Arnold/ | | |
| DATE SIGNED: | 05/26/2017 | | |
| Total Attachments: 7 | | | |
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| source=Amendment No. 1 to Trademark Security Agreement - Boot Barn (Submission)_V_1#page2.tif | | | |
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of May 26, 2017, by and between BOOT BARN, INC., a Delaware corporation ("Debtor"), 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"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Agent are parties to the Trademark Security Agreement, dated June 29, 2015 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on June 30, 2015 at Reel/Frame 5566/0596;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Agent a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule 1 hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Debtor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Agent, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule 1 to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such Additional Trademarks and Trademark Collateral related thereto being referred to herein as the "Additional Trademark Collateral").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Agent set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor

hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Agent, and hereby grants to Agent a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Trademark Security Agreement shall be read and construed as one agreement.

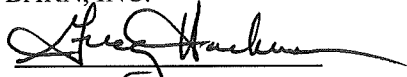
5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

DEBTOR:

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:

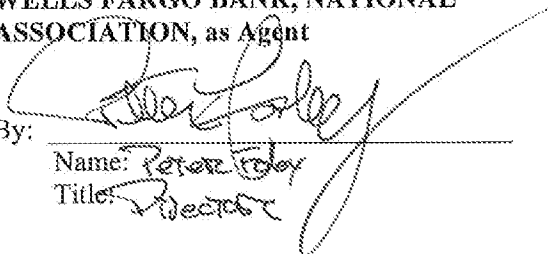
BOOT BARN, INC.

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 
Name: Peter Foley
Title: Director

SCHEDULE 1
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

| <i>Trademark</i> | <i>Database</i> | <i>Registration number</i> | <i>Application number</i> | <i>Current Owner</i> |
|---|-----------------------------------|----------------------------|---------------------------|----------------------|
|  | Canada | TMA860483 | | Boot Barn, Inc. |
|  | International Registration -WIPO | 1107912 | | Boot Barn, Inc. |
|  | New Zealand | 854978 | | Boot Barn, Inc. |
| RCC WESTERN STORE | North Dakota | 3272740 | | Boot Barn, Inc. |
| RCC WESTERN STORE | Wisconsin | 133574 | | Boot Barn, Inc. |
| RCC WESTERN STORE | Canada | TMA860484 | | Boot Barn, Inc. |
| RCC WESTERN STORE | International Registration - WIPO | 1110298 | | Boot Barn, Inc. |
| RCC WESTERN STORE | New Zealand | 854977 | | Boot Barn, Inc. |

| <i>Trademark</i> | <i>Database</i> | <i>Registration number</i> | <i>Application number</i> | <i>Current Owner</i> |
|---|-----------------|----------------------------|---------------------------|----------------------|
| MOONSHINE SPIRIT BY BRAD PAISLEY (Stylized) | U.S. Federal | 5140117 | 86862203 | Boot Barn, Inc. |
| XERO GRAVITY | U.S. Federal | N/A | 87347735 | Boot Barn, Inc. |