

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wood's Boots, Inc.		09/11/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boot Barn, Inc.		
<b>Street Address:</b>	15345 Barranca Parkway		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3947898	WB WOOD'S BOOTS	
<b>Registration Number:</b>	3670523	PREMIUM GOLD	
<b>Registration Number:</b>	4566580	WB WOOD'S BOOTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6179518736		
<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>			
<b>Phone:</b>	6179518000		
<b>Email:</b>	jennifer.kagan@morganlewis.com		
<b>Correspondent Name:</b>	Jennifer Kagan, Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	107096-0125		
<b>NAME OF SUBMITTER:</b>	Jennifer Kagan, Paralegal		
<b>SIGNATURE:</b>	/Jennifer Kagan/		
<b>DATE SIGNED:</b>	10/10/2017		
<b>Total Attachments: 6</b>			

CH \$90.00 3947898

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT is dated as of September 11, 2017 (this "Assignment") by Wood's Boots, Inc., a Texas corporation, and Wood's Boots #2, Inc., a Texas corporation (collectively, the "Assignors" and each an "Assignor"), in favor of Boot Barn, Inc., a Delaware corporation, (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), each of the Assignors has agreed to sell, convey, assign and transfer to the Assignee its entire title, rights, interests, benefits, and privileges in and to all Business Intellectual Property, including, but not limited to, such Business Intellectual Property specifically set forth on Exhibit A hereto. Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration furnished by the Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, each of the Assignors hereby, without reservation:

1. Sells, assigns, transfers, conveys and delivers, and confirms that it has sold, assigned, transferred, conveyed and delivered to the Assignee, all of the Assignor's right, title, and interest in and to the Business Intellectual Property, including without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, and all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for and receive all damages from past and future infringements of the Business Intellectual Property, the same to be held and enjoyed by the Assignee and its successors, assigns, and other legal representatives.
2. To the extent applicable, authorizes and requests the Registrar of the United States Copyright Office, the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments to issue, transfer, and record all Business Intellectual Property to and in the name of the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct.
3. Covenants, agrees and undertakes, whenever requested by the Assignee, to undertake such acts, and execute all assignments, lawful oaths and any other papers which the Assignee may deem necessary or desirable for securing to the Assignee or for maintaining for the Assignee any and all of the Business Intellectual Property, all without further compensation to the Assignors, provided that any related expenses shall be at the Assignee's expense.
4. With respect to the domain name(s) that constitute Business Intellectual Property, covenants, agrees and undertakes to take all steps as may be reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain name(s). If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the parties agree to reach a reasonable resolution. Until such reasonable resolution is reached, the Assignors shall maintain

such domain name registration(s) in full force and effect, at the Assignee's expense, and direct, point and otherwise use them as the Assignee may request.

This Assignment may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Assignment.

All matters relating to or arising out of this Assignment or the actions contemplated hereby (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

**[Signature page follows.]**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

WOOD'S BOOTS, INC.

By: Joe Paul Wood, President  
Name: Joe Paul Wood  
Title: President

STATE OF Texas ) ss:  
 )  
Ector COUNTY )

ASSIGNOR

On this 1<sup>st</sup> day of September, 2017, before me, Brooke C. Brown, Notary Public of the State of Texas, personally appeared Joe Paul Wood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

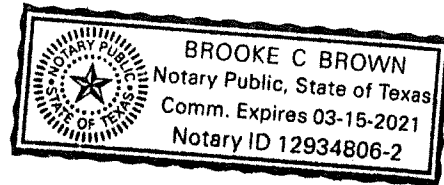
Witness my hand and official seal.

Signature

AS WITNESS my hand and Notarial Seal.

Brooke C. Brown  
Notary Public

My Commission Expires: March 15, 2021



[Signature Page to Intellectual Property Assignment]

WOOD'S BOOTS #2, INC.

By: Joe Paul Wood, President  
Name: Joe Paul Wood  
Title: President

STATE OF )  
Texas ) ss:  
ECTOR COUNTY )

ASSIGNOR

On this 7<sup>th</sup> day of September, 2017 before me, Brooke C. Brown, Notary Public of the State of Texas, personally appeared Joe Paul Wood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

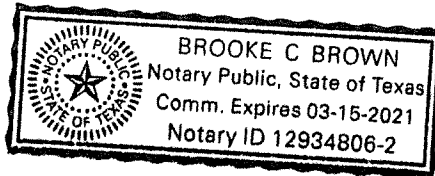
Witness my hand and official seal.

Signature

AS WITNESS my hand and Notarial Seal.

Brooke C. Brown  
Notary Public

My Commission Expires: March 15, 2021



BOOT BARN, INC.

By: [Signature]  
Name: Cory Mackman  
Title: Chief Financial Officer

STATE OF  
California  
Orange COUNTY

) ss:

ASSIGNEE

On this 7<sup>th</sup> day of September, 2017, before me, Nancy Smaller, Notary Public of the State of California, personally appeared Cory Mackman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

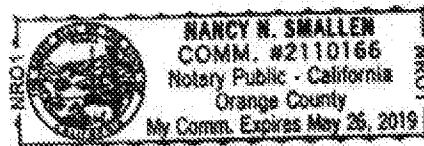
Witness my hand and official seal.

Signature

AS WITNESS my hand and Notarial Seal.

Nancy N. Smaller  
Notary Public

My Commission Expires: May 26, 2019



[Signature page to Intellectual Property Assignment]


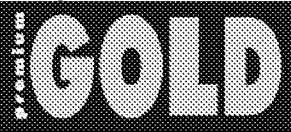

Exhibit A

Business Intellectual Property

1. Copyrights. All copyright rights in and to:

Title	Reg. No.	Reg. Date	Claimant
Wood's Boots jingles	SRu001123937	5/18/2013	Joe Wood

2. Trademarks. All trademark rights (including all associated goodwill) in and to:

Mark	App. No.	App. Date	Reg. No.	Reg. Date
WB WOOD'S BOOTS 	85123378	9/4/2010	3947898	4/19/2011
PREMIUM GOLD & Design 	77483142	5/24/2008	3670523	8/18/2009
WOOD'S BOOTS WB & Design 	85943913	5/28/2013	4566580	7/15/2014

3. Domain Names:

Domain Name	Registrant	Expiration Date
bootswalkin.com	Joe Wood	10/5/2018