

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 2 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOT BARN, INC.		06/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87827059	HAWX	
Serial Number:	87827132		
Serial Number:	87782787	WONDERWEST	
Serial Number:	87719625	CODY JAMES	
Serial Number:	87611142	HAWX WORK GEAR	
Serial Number:	87347735	XERO GRAVITY	
Serial Number:	86862203	MOONSHINE SPIRIT BY BRAD PAISLEY	
Serial Number:	85943913	WB WOOD'S BOOTS	
Serial Number:	85123378	WB WOOD'S BOOTS	
Serial Number:	77483142	PREMIUM GOLD	
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:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 87827059

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Robin Riley
SIGNATURE:	/Robin Riley/
DATE SIGNED:	06/07/2019
Total Attachments: 6 source=Boot Barn - Amend No 2 to TSA with Cover Page#page1.tif source=Boot Barn - Amend No 2 to TSA with Cover Page#page2.tif source=Boot Barn - Amend No 2 to TSA with Cover Page#page3.tif source=Boot Barn - Amend No 2 to TSA with Cover Page#page4.tif source=Boot Barn - Amend No 2 to TSA with Cover Page#page5.tif source=Boot Barn - Amend No 2 to TSA with Cover Page#page6.tif	

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of June 6, 2019, 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).

WITNESSETH:

WHEREAS, Debtor and Agent are parties to the Trademark Security Agreement, dated June 29, 2015 and recorded with the Trademark Division of the United States Patent and Trademark Office on June 30, 2015 at Reel/Frame 5566/0596, as amended by Amendment No. 1 to Trademark Security Agreement, dated as of May 26, 2017 and recorded with the Trademark Division of the United States Patent and Trademark Office on May 26, 2017 at Reel/Frame 6070/0016 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

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:

I. 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 Heckman
Title: Chief Financial Officer and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

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: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: Sally D. Huber
Name: _____
Title: M.D.

[Signature Page to Amendment No. 2 to Trademark Security Agreement (Boot Barn)]

TRADEMARK
REEL: 006665 FRAME: 0136

SCHEDULE 1
TO
AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

Additional Trademarks

Trademark	Serial No.	Application Date	Registration No.	Registration Date
HAWX	87827059	3/9/18	5645321	1/1/19
Design Only	87827132	3/9/18	5645322	1/1/19
WONDERWEST	87782787	2/2/18	5608656	11/13/18
CODY JAMES	87719625	12/13/17	5524062	7/24/18
HAWX WORK GEAR	87611142	9/16/17	5657012	1/15/19
XERO GRAVITY	87347735	2/23/17	5434553	3/27/18
MOONSHINE SPIRIT BY BRAD PAISLEY	86862203	12/30/15	5140117	2/14/17
WOOD'S BOOTS WB	85943913	5/28/13	4566580	7/15/14
WB WOOD'S BOOTS	85123378	9/4/10	3947898	4/19/11
PREMIUM GOLD	77483142	5/24/08	3670523	8/18/09