

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
5.11, Inc.		12/10/2007	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Churchill Financial LLC, as Administrative Agent
<b>Street Address:</b>	400 Park Avenue, Suite 1510
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2932408	
Registration Number:	2896262	5.11 CHALLENGE
Registration Number:	2820840	5.11 TACTICAL SERIES
Registration Number:	3177448	HRT
Registration Number:	2836547	5.11
Registration Number:	3185861	MUSCLE MAPPING
Registration Number:	3150191	SHOCK MITIGATION SYSTEM
Registration Number:	3173444	A.T.A.C.
Registration Number:	3174195	H.R.T.
Registration Number:	2013395	
Serial Number:	78646651	BACK-UP BELT SYSTEM
Serial Number:	78872102	FIRST RESPONDER
Serial Number:	77236745	SURESHOT
Serial Number:	77236743	FR-X3

**OP \$615.00 2932408**

Serial Number:	77236753	5.11 SLICKSTICK
Serial Number:	77236754	5.11 +
Serial Number:	77236755	5.11 + TACTICAL SERIES
Serial Number:	78779921	TDU
Serial Number:	78795886	MP SEC
Serial Number:	78861859	C.U.B.
Serial Number:	78861883	MP TAC
Serial Number:	78872088	FLATFOOT
Serial Number:	78646642	5.11 TACTICAL
Serial Number:	78861912	5.11 RESPONSE SERIES

**CORRESPONDENCE DATA**

Fax Number: (617)574-4112  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-574-6582  
Email: mwright@goulstonstorrs.com  
Correspondent Name: Melissa Schwab Wright  
Address Line 1: 400 Atlantic Avenue  
Address Line 2: Goulston & Storrs  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11357.0028-1879
NAME OF SUBMITTER:	Melissa Schwab Wright
Signature:	/Melissa Schwab Wright/
Date:	12/13/2007

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Churchill Financial LLC ("Churchill"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 10, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 5.11, Inc. a California corporation (the "Borrower"), 5.11 Acquisition Corp., a Delaware corporation, 5.11 TA, Inc., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto, Churchill as administrative agent and collateral agent for the Lenders and the L/C Issuers, Wells Fargo Bank, N.A. as co-administrative agent and General Electric Capital Corporation as documentation agent for the Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty, Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty, Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty, Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty, Pledge and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty, Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

S.I.I, INC., as a Grantor

By:

Name:

Title:

*John Costa*  
CEO

ACCEPTED AND AGREED  
as of the date first above written:

CHURCHILL FINANCIAL LLC, as  
Administrative Agent

By \_\_\_\_\_

Name:

Title:

*Trademark Security Agreement -- Signature Page*

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

Very truly yours,

5.11, INC., as a Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

CHURCHILL FINANCIAL LLC, as  
Administrative Agent

By:   
Name: CHRISTOPHER COX  
Title: MANAGING DIRECTOR

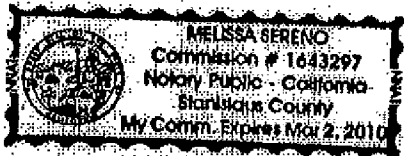
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Stanislaus

On December 6, 2007 before me, Melissa Sereno, Notary Public

personally appeared Dan Costa



Place Notary Seal Above

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Melissa Sereno  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

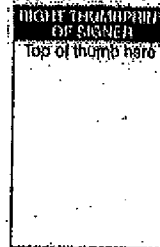
Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Registrant / Assignee</u>
5.11 TACTICAL SERIES	2,820,840	March 9, 2004	5.11, Inc.
Rear Slash Pocket Strap Design	2,932,408	March 15, 2005	5.11, Inc.
5.11 CHALLENGE	2,896,262	October 19, 2004	5.11, Inc.
HRT (Block letters)	3,177,448	November 28, 2006	5.11, Inc.
5.11	2,836,547	April 27, 2004	5.11, Inc.
MUSCLE MAPPING (Block letters)	3,185,861	December 19, 2006	5.11, Inc.
SHOCK MITIGATION SYSTEM (Block letters)	3,150,191	September 26, 2006	5.11, Inc.
A.T.A.C. (Block letters)	3,173,444	November 21, 2006	5.11, Inc.
H.R.T. (Block letters)	3,174,195	November 21, 2006	5.11, Inc.
Slash Pocket Strap Design	2,013,395	November 5, 1995	5.11, Inc.

Trademark Applications

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Applicant / Assignee</u>
BACK-UP BELT SYSTEM (Block letters)	78-646651	June 8, 2005	5.11, Inc.
FIRST RESPONDER (Block letters)	78-872102	April 28, 2006	5.11, Inc.
FR-X3 (Block letters)	77-236743	July 24, 2007	5.11, Inc.
SURESHOT (Block letters)	77-236745	July 24, 2007	5.11, Inc.



5.11 SLICKSTICK (Block letters)	77-236753	July 24, 2007	5.11, Inc.
5.11 + (and Design)	77-236754	July 24, 2007	5.11, Inc.
5.11 + TACTICAL SERIES (and Design)	77-236755	July 24, 2007	5.11, Inc.
TDU (Block letters)	78-779921	December 22, 2005	5.11, Inc.
MP SEC (Block letters)	78-795886	January 20, 2006	5.11, Inc.
C.U.B. (Block letters)	78-861859	April 14, 2006	5.11, Inc.
MP TAC (Block letters)	78-861883	April 14, 2006	5.11, Inc.
FLATFOOT (Block letters)	78-872088	April 28, 2006	5.11, Inc.
5.11 TACTICAL (Block letters)	78-646642	June 8, 2005	5.11, Inc.
5.11 RESPONSE SERIES (Block letters)	78-861912	April 14, 2006	5.11, Inc.

#### IP Licenses

- Trademark License Agreement dated as of November 1, 2005 by and between Steve Tarani and 5.11 Inc.
- License Agreement dated as of April 1, 2007 by and between Blade Tech Industries, Inc. and 5.11 Inc.
- Trademark License Agreement dated as of December 1, 2005 by and between Trident Concepts, LLC, Jeff Gonzales and 5.11 Inc.
- Trademark License Agreement dated as of September 29, 2006 by and between Viking Tactics, Inc. and 5.11 Inc.
- License Agreement dated as of October 16, 2007 by and between Mike Miller (dba Tactical Intervention) and 5.11 Inc.

*Trademark Security Agreement -- Signature Page*