

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
5.11, Inc.		06/02/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Churchill Financial LLC
Street Address:	400 Park Avenue
Internal Address:	Suite 1510
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3702129	5.11 +
Registration Number:	3731857	5.11 + TACTICAL SERIES
Registration Number:	3350107	5.11 RESPONSE SERIES
Registration Number:	3669944	5.11 SLICKSTICK
Registration Number:	3872605	5.11
Registration Number:	3781193	5.11 TACTICAL
Registration Number:	3538661	5.11 TACTICAL
Registration Number:	3557557	BACK-UP BELT SYSTEM
Registration Number:	3522623	C.U.B.
Registration Number:	3618088	FR-X3
Registration Number:	3768602	LIGHT FOR LIFE
Registration Number:	3920782	PATROL DUTY UNIFORM
Registration Number:	3924212	QUIXIP

OP \$565.00 3702129

Registration Number:	3581248	SURESHOT
Registration Number:	3813086	TACLITE
Registration Number:	3545230	TDU
Registration Number:	3904942	THUMBDRIVE
Serial Number:	85165357	5.11 TACTICAL SERIES
Serial Number:	85026708	HOLSTER SHIRT
Serial Number:	77815755	PDU
Serial Number:	85160718	TAC DRY
Serial Number:	85302387	FLEX-TAC

CORRESPONDENCE DATA

Fax Number: (212)355-3333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-813-8800
Email: NY-TM-Admin@goodwinprocter.com
Correspondent Name: GOODWIN PROCTER/Janis Nici
Address Line 1: 620 Eighth Avenue
Address Line 2: Rm. 2928
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	087724177034
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	06/03/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2011, 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 dated as of December 10, 2007 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, 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.

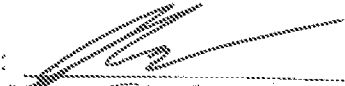
Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates 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 1 hereto;

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 Grantor

By: 
Name: John F. Weeks
Title: VP, General Counsel

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC, as
Administrative Agent

By: _____
Name:
Title:

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.

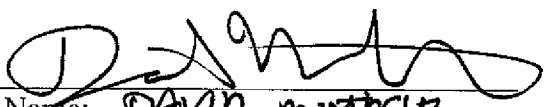
Very truly yours,

5.11, INC, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC, as
Administrative Agent

By: 
Name: DAVID MONTAGUE
Title: SENIOR VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

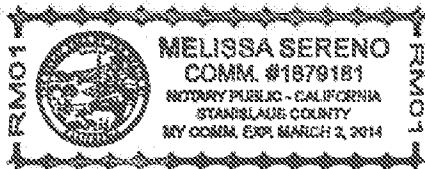
CIVIL CODE § 1189

State of California

County of Stanislaus

on June 2, 2011 before me, Melissa Sereno, Notary Public

personally appeared John F Wicks



who 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 acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: Melissa Sereno

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: Trademark Security Agreement

Title or Type of Document: Document Date: June 2, 2011 Number of Pages: 3 + notary's exhibit

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: John F Wicks
[X] Corporate Officer - Title(s): VP Gen Counsel
[] Individual
[] Partner - [] Limited [] General
[] Attorney in Fact
[] Trustee
[] Guardian or Conservator
[] Other:
Signer is Representing: S.I.I.

Signer's Name:
[] Corporate Officer - Title(s):
[] Individual
[] Partner - [] Limited [] General
[] Attorney in Fact
[] Trustee
[] Guardian or Conservator
[] Other:
Signer is Representing:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

US Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Holder</u>
5.11 + (and design)	3,702,129	10/27/2009	5.11, Inc.
5.11 + TACTICAL SERIES (and design)	3,731,857	12/29/2009	5.11, Inc.
5.11 RESPONSE SERIES	3,350,107	12/4/2007	5.11, Inc.
5.11 SLICKSTICK	3,669,944	8/18/2009	5.11, Inc.
5.11	3,872,605	11/9/2010	5.11, Inc.
5.11 TACTICAL	3,781,193	4/27/2010	5.11, Inc.
5.11 TACTICAL	3,538,661	11/25/2008	5.11, Inc.
BACK-UP BELT SYSTEM	3,557,557	1/6/2009	5.11, Inc.
C.U.B.	3,522,623	10/21/2008	5.11, Inc.
FR-X3	3,618,088	5/12/2009	5.11, Inc.
LIGHT FOR LIFE	3,768,602	3/30/2010	5.11, Inc.
PATROL DUTY UNIFORM	3,920,782	2/15/2011	5.11, Inc.
QUIXIP	3,924,212	2/22/2011	5.11, Inc.
SURESHOT	3,581,248	2/24/2009	5.11, Inc.
TACLITE	3,813,086	7/6/2010	5.11, Inc.
TDU	3,545,230	12/9/2008	5.11, Inc.
THUMBDRIVE	3,904,942	1/11/2011	5.11, Inc.

Trademark Applications

US Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Holder</u>
5.11 TACTICAL SERIES	85/165357	10/29/2010	5.11, Inc.
HOLSTER SHIRT	85/026708	4/29/2010	5.11, Inc.
PDU	77/815755	8/28/2009	5.11, Inc.
TAC DRY	85/160718	10/25/2010	5.11, Inc.
FLEX-TAC	85/302387	4/22/2011	5.11, Inc.

IP Licenses

Amended and Restated Patent and Trademark License Agreement dated as of February 24, 2009 by and between 5.11 Acquisition Corp. and IVUS Industries, LLC

License Agreement dated as of June 1, 2009 by and between 5.11, Inc. and Blade Tech Industries, Inc.