

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Churchill Financial LLC, as the existing administrative agent and collateral agent		12/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as sucesor adminstrative agent and collateral agent
Street Address:	500 W Monroe St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32		
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

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Registration Number:	3924212	QUIXIP
Registration Number:	3581248	SURESHOT
Registration Number:	3813086	TACLITE
Registration Number:	3545230	TDU
Registration Number:	3904942	THUMBDRIVE
Registration Number:	2820840	5.11 TACTICAL SERIES
Registration Number:	2932408	
Registration Number:	2896262	5.11 CHALLENGE
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	
Registration Number:	3974554	TAC DRY
Serial Number:	85165357	5.11 TACTICAL SERIES
Serial Number:	85026708	HOLSTER SHIRT
Serial Number:	77815755	PDU
Serial Number:	85302387	FLEX-TAC

CORRESPONDENCE DATA

Fax Number: (312)902-1061

Phone: 312-577-8307

Email: latiffany.brown@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: LaTiffany Brown

Address Line 1: 525 W Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00282
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	12/16/2011

Total Attachments: 7

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TRADEMARK
REEL: 004681 FRAME: 0536

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment"), dated as of December 16, 2011, is entered into by Churchill Financial LLC, as the existing administrative agent and collateral agent (in such capacity, the "Existing Administrative Agent") under the Credit Agreement referred to below and the other Loan Documents (as defined in the Credit Agreement), and General Electric Capital Corporation ("GECC"), as successor administrative agent and collateral agent (in such capacity, together with its successors and assigns, the "Successor Administrative Agent") under the Credit Agreement and the other Loan Documents, and is hereby acknowledged by 5.11, Inc., a California corporation ("Grantor").

RECITALS

WHEREAS, Grantor, the other loan parties party thereto, the lenders party thereto, the Existing Administrative Agent, and the other parties thereto entered into that certain the Credit Agreement, dated as of December 10, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, in connection with entering into the Credit Agreement, Grantor granted to the Existing Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a lien on and security interest in (a) all of Grantor's trademarks and all intellectual property licenses providing for the grant by or to Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 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 (the collateral described in clauses (a), (b), (c) and (d), collectively referred to herein as, the "Trademark Collateral") pursuant to (x) that certain Guaranty, Pledge and Security Agreement, dated as of December 10, 2007 (as amended, restated, supplemented, ratified and otherwise modified from time to time, the "Guaranty, Pledge and Security Agreement"), by and among Grantor and the other grantors party thereto in favor of the Existing Administrative Agent and (y) that certain Trademark Security Agreement entered into by Grantor in favor of the Existing Administrative Agent, recorded with the United States Patent and Trademark Office on December 13, 2007 on reel 3677 and frame 0894, and that certain Trademark Security Agreement entered into by Grantor in favor of the Existing Administrative Agent, recorded with the United States Patent and Trademark Office on June 3, 2011 on reel 4553 and frame 0549 (collectively, the "Trademark Security Agreements").

WHEREAS, the Existing Administrative Agent has assigned to GECC, as Successor Administrative Agent, all liens, pledges and security interests granted to it by Grantor and the other Grantors (as defined in the Guaranty, Pledge and Security Agreement) under, among other Loan Documents, the Guaranty, Pledge and Security Agreement and the Trademark Security Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. As of the date hereof, the Existing Administrative Agent hereby irrevocably and unconditionally assigns to GECC, as Successor Administrative Agent, for the benefit of the Secured Parties, all of the Existing Administrative Agent's right, title and interest in and to the liens on and security interests in the Trademark Collateral granted to it by Grantor.

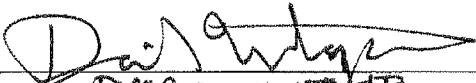
2. This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Assignment by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

3. This Assignment 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, the parties hereto have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHURCHILL FINANCIAL LLC, as Existing
Administrative Agent

By 
Name: DAVID MONTAGUE
Title: VICE PRESIDENT

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Successor Administrative Agent

By _____
Name:
Title:

Acknowledged and agreed to:

5.11, INC., as Grantor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHURCHILL FINANCIAL LLC, as Existing
Administrative Agent

By _____
Name:
Title:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Successor Administrative Agent

By Mary Beth Dam
Name: Mary Beth Dam
Title: Duly Authorized Signatory

Acknowledged and agreed to:

5.11, INC., as Grantor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHURCHILL FINANCIAL LLC, as Existing
Administrative Agent

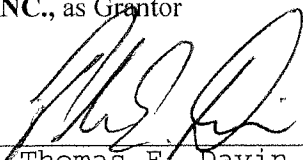
By _____
Name:
Title:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Successor Administrative Agent

By _____
Name:
Title:

Acknowledged and agreed to:

5.11, INC., as Grantor

By: 
Name: Thomas E. Davin
Title: Chief Executive Officer

**SCHEDULE I
TO
ASSIGNMENT OF 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.
	5.11 TACTICAL SERIES	2,820,840	3/9/2004	5.11, Inc.
	Rear Slash Pocket Strap Design	2,932,408	3/15/2005	5.11, Inc.
	5.11 CHALLENGE	2,896,262	10/19/2004	5.11, Inc.
	HRT (Block letters)	3,177,448	11/28/2006	5.11, Inc.
	5.11	2,836,547	4/27/2004	5.11, Inc.

US Trademark Registrations				
	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Holder</u>
	MUSCLE MAPPING (Block letters)	3,185,861	12/19/2006	5.11, Inc.
	SHOCK MITIGATION SYSTEM (Block letters)	3,150,191	9/26/2006	5.11, Inc.
	A.T.A.C. (Block letters)	3,173,444	11/21/2006	5.11, Inc.
	H.R.T. (Block letters)	3,174,195	11/21/2006	5.11, Inc.
	Slash Pocket Strap Design	2,013,395	11/5/1995	5.11, Inc.
	TAC DRY	3,974,554	6/7/2011	5.11, Inc.

Trademark Applications

US Trademark Applications				
	<u>Mark</u>	<u>Serial No.</u>	<u>Filed 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.
	FLEX-TAC	85/302387	4/22/2011	5.11, Inc.

IP Licenses

Trademark License Agreement dated as of November 1, 2005 by and between Steve Tarani 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 April 1, 2007 by and between Blade Tech Industries, 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.

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.