

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beyond Clothing LLC		10/01/2012	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	5.11, Inc.		
Street Address:	4300 Spyres Way		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95356		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4104761	BEYOND CLOTHING	
Registration Number:	4082856	BEYOND	
Registration Number:	4043572	CUSTOM PCU	
Registration Number:	2922594	BEYOND	
Registration Number:	2802343	COLD FUSION	
CORRESPONDENCE DATA			
Fax Number:	4158823232		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-882-3200		
Email:	tmparalegal2@owe.com		
Correspondent Name:	Owen, Wickersham & Erickson, P.C.		
Address Line 1:	455 Market Street, Suite 1910		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	5.11 90001		

CH \$140.00 4104761

NAME OF SUBMITTER:	Gregory N. Owen
Signature:	/Gregory N. Owen/
Date:	10/11/2012
Total Attachments: 5 source=BEYOND-Agreement#page1.tif source=BEYOND-Agreement#page2.tif source=BEYOND-Agreement#page3.tif source=BEYOND-Agreement#page4.tif source=BEYOND-Agreement#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is entered into as of October 1, 2012, by and between Beyond Clothing LLC, a Washington limited liability company (the "Company"), and 5.11, Inc., a California corporation ("Purchaser").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated October 1, 2012, by and among Purchaser, the Company and Scott Jones, an individual and founder of the Company (the "Purchase Agreement"), the Company has agreed to assign to Purchaser, and Purchaser has agreed to assume, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement, the Transferred Intellectual Property included in the Purchased Assets identified in the attached Schedule A (the "IP Assets");

WHEREAS, the execution and delivery of this IP Assignment is required by Sections 6.3(a)(iii) and 6.3(b)(ii) of the Purchase Agreement; and

WHEREAS, contemporaneously herewith, Purchaser and the Company are entering into a Bill of Sale and an Assignment and Assumption Agreement, each of even date herewith.

NOW, THEREFORE, for good and valuable consideration paid or payable to the Company by Purchaser pursuant to the Purchase Agreement and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this IP Assignment hereby agree as follows:

1. Definitions. Each capitalized term used but not defined in this IP Assignment shall have the meaning ascribed to it in the Purchase Agreement.
2. IP Assignment. The Company does hereby, effective as of the date hereof, sell, transfer, convey, assign and deliver to Purchaser all right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world in and to the IP Assets.
3. Governance. Notwithstanding any other provision of this IP Assignment to the contrary, nothing contained in this IP Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this IP Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This IP Assignment is intended only to evidence the assignment and assumption from the Company to Purchaser of the Intellectual Property as of the Closing pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by reference. In the event of a conflict or an inconsistency between this IP Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

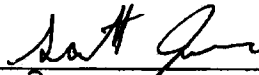
4. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this IP Assignment to produce or account for more than one counterpart hereof. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes.
5. Successors and Assigns. This IP Assignment shall bind and inure to the benefit of the respective parties and their successors and assigns.
6. Entire Understanding; Amendments. This IP Assignment, the Purchase Agreement and the other documents contemplated by the Purchase Agreement, together with the exhibits and schedules thereto, constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements with respect to the subject matter hereof. This IP Assignment shall not be amended or modified except in a written document signed by all parties.
7. Governing Law. This IP Assignment (and any claim or controversy arising out of or relating to this IP Assignment) shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
8. Section Headings; References. Section headings in this IP Assignment are for convenience of reference only, and shall neither constitute a part of this IP Assignment nor affect its interpretation. All words in this IP Assignment shall be construed to be of such number and gender as the context requires or permits.
9. Severability. If any provision of this IP Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto, and the parties agree that this IP Assignment shall be reformed to replace such unenforceable provisions with a valid and enforceable provision that comes as close as possible to expressing the intent of the unenforceable provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement on the date first written above.

THE COMPANY:

Beyond Clothing LLC,
a Washington limited liability company

By: 

Name: President, Tree House Holdings Inc.

Title: Sole Member

PURCHASER:

5.11, Inc.,
a California corporation

By: _____

Thomas E. Davin
Chief Executive Officer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 004879 FRAME: 0265

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement on the date first written above.

THE COMPANY:

Beyond Clothing LLC,
a Washington limited liability company

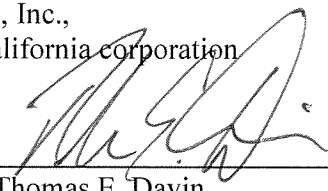
By: _____

Name: _____

Title: _____

PURCHASER:

5.11, Inc.,
a California corporation

By:  _____

Thomas E. Davin
Chief Executive Officer

[Signature Page to IP Assignment Agreement]

SCHEDULE A

IP Assets

ACTIVE TRADEMARKS

Application No./ Registration No.	Trademark	Status
4104761	Beyond Clothing	Live
4082856	Beyond	Live
4043572	Custom PCU	Live
2922594	Beyond	Live
2802343	Cold Fusion	Live