

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent and Collateral Agent		02/28/2014	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Serial Number:	85460943		
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 318 6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78436.00099		
NAME OF SUBMITTER:	Christine Dionne		
Signature:	/Christine Dionne/		

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Date:

03/05/2014

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of February 28, 2014 by GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent and Collateral Agent for the Lenders and the L/C Issuers (the "**Bank**").

W I T N E S S E T H:

WHEREAS, Bank and 5.11, INC., a California corporation ("**Grantor**") were parties to that certain Trademark Security Agreement, dated as of December 16, 2011 (the "**Agreement**"; all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement), and pursuant to which Grantor granted a security interest to Bank in the Trademark Collateral, including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 16, 2011, at Reel 4681, Frame 0018;

WHEREAS, Grantor has requested that Bank release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral and assign the same to Grantor; and

WHEREAS, Bank has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Bank hereby releases its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral, including the following:

(a) all of its Trademarks and all IP 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.

2. Bank hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Bank, all of Bank's right, title and interest (if

any) in and to the Trademark Collateral and authorizes this Release to be recorded with the United States Patent and Trademark Office.

[Signature Page Follows.]

IN WITNESS WHEREOF, Bank has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent
and Collateral Agent

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

SCHEDULE 1

Trademarks

Mark	Serial No.	Filing Date	Applicant/Assignee
Plus sign inside two squares design	85/460943	October 31, 2011	5.11, Inc.

Licenses

Trademark license agreement effective as of June 1, 2003 by and between 5.11, Inc. and Royal Robbins, Inc.

Trademark license agreement effective as of May 1, 2009 by and between 5.11, Inc. and Viking Tactics, Inc.

Trademark and patent license agreement effective as of June 1, 2009 by and between 5.11, Inc. and FOX Knives U.S.A.

Trademark license agreement effective as of January 11, 2010 by and between 5.11, Inc. and Steve Tarani.

Trademark and patent license agreement effective as of May 13, 2010 by and between 5.11, Inc. and Sweden Entry Tools AB.