

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5.11, Inc.		04/30/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, As Administrative Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4564967	5.11 RECON	
Registration Number:	4652955	B	
Serial Number:	86362833	STITCHED IN THE STATES	
Serial Number:	86366647	5.11	
Serial Number:	86305711	5.11 RECON	
CORRESPONDENCE DATA			
Fax Number:	9494742060		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-255-6950		
Email:	ipdocket@gordonrees.com		
Correspondent Name:	Justin H. Aida		
Address Line 1:	2211 Michelson Drive		
Address Line 2:	Suite 400		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	TACT-1102657		
NAME OF SUBMITTER:	Justin H. Aida		
SIGNATURE:	/Justin H. Aida/		
DATE SIGNED:	05/08/2015		

CH \$140.00 4564967

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of April 30, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among 5.11, Inc., a California corporation, Beyond Clothing, LLC, a Delaware limited liability company (each, a "Grantor") and Royal Bank of Canada, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of February 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 5.11, Inc. (the "Borrower"), 5.11 Acquisition Corp. ("Holdings"), 5.11 TA, Inc., the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of February 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

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

By: 

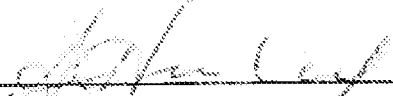
Name: John Wicks

Title: VP General Counsel

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 005513 FRAME: 0156

ROYAL BANK OF CANADA,
as Administrative Agent

By:  _____

Name:

Title: Ann Hurley
Manager, Agency

TRADEMARK REGISTRATIONS AND APPLICATIONS

LOAN PARTY/ OWNER	TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	APP/REG DATE
5.11, Inc.	DESIGN (plus sign in 2 squares)	EUROPEAN UNION		12,109,146	06/01/2014
5.11 Sourcing, Ltd	9.11 TACTICAL	USA	86/308477		06/12/2014
5.11, Inc.	5.11+ & Design	HONDURAS	2014-021151		06/17/2014
5.11, Inc.	5.11+ & Design	SOUTH AFRICA		2012/23575	06/27/2014
5.11, Inc.	5.11+ & Design	SOUTH AFRICA		2012/23576	06/27/2014
5.11, Inc.	5.11+ & Design	SOUTH AFRICA		2012/23577	06/27/2014
5.11, Inc.	5.11 RECON	USA		4,564,967	07/08/2014
5.11, Inc.	5.11+ & Design	CAMBODIA		52102/14	07/14/2014
5.11, Inc.	5.11+ & Design	CAMBODIA		52101/14	07/14/2014
5.11, Inc.	5.11+ & Design	CAMBODIA		52100/14	07/14/2014
5.11, Inc.	5.11+ & Design	CAMBODIA		52099/14	07/14/2014
5.11, Inc.	5.11+ & Design	ECUADOR	2014-11408		07/29/2014
5.11, Inc.	5.11+ & Design	ECUADOR	2014-11393		07/29/2014
5.11, Inc.	STITCHED IN THE STATES	USA	86/362833		08/11/2014
5.11, Inc.	5.11+ & Design	USA	86/366647		08/14/2014
5.11, Inc.	5.11 + TACTICAL SERIES & Design	MEXICO		1,474,913	08/28/2014
5.11, Inc.	5.11+ & Design	GUATEMALA	M-008632-2014		09/22/2014

LOAN PARTY/ OWNER	TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	APP/REG DATE
5.11, Inc.	5.11+ & Design	GUATEMALA	M-008633-2014		09/22/2014
5.11, Inc.	5.11+ & Design	EL SALVADOR	2014-0207860		10/01/2014
5.11, Inc.	5.11 + & Design	QATAR	92646		10/30/2014
5.11, Inc.	5.11 + & Design	QATAR	92647		10/30/2014
5.11, Inc.	5.11+ & Design	YEMEN	N/A		11/25/2014
5.11, Inc.	5.11+ & Design	YEMEN	N/A		11/25/2014
5.11, Inc.	B (Stylized)	USA		4,652,955	12/9/2014
5.11, Inc.	ALWAYS BE READY	VENEZUELA	2235/2014		02/02/15
5.11, Inc.	5.11 + & Design	SERBIA		1069951	02/13/2015
5.11, Inc.	5.11 + & Design	UKRAINE		1069951	02/13/2015
5.11, Inc.	ALWAYS BE READY	ARGENTINA		2710343	02/18/2015
5.11, Inc.	5.11 RECON	USA	86-305,711		03/31/15

[Signature Page To Trademark Security Agreement]