

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5.11, Inc.		04/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	4th Floor, 20 King Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86305711	5.11 RECON	
Serial Number:	86790837	XPRT	
Serial Number:	86793344	XPRT	
Serial Number:	86818741	HEXGRID	
Serial Number:	86871204	HEXGRID	
Serial Number:	86879289	5.11 STRYKE	
Serial Number:	86943110	APEX	
CORRESPONDENCE DATA			
Fax Number:	6196967124		
<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:	619-230-7473		
Email:	ipdocket@gordonrees.com		
Correspondent Name:	Sean Flaherty		
Address Line 1:	101 W. Broadway, Suite 1600		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Sean D. Flaherty		
SIGNATURE:	/Sean D. Flaherty/		
DATE SIGNED:	05/05/2016		

CH \$190.00 86305711

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of April 30, 2016 (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 (the "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

event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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.

5.11, INC., as a Grantor

By: _____

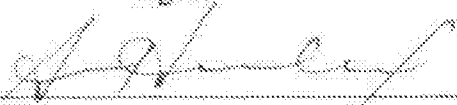
Name: John E. Wicks

Title: VP & Secretary

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 005787 FRAME: 0292

ROYAL BANK OF CANADA,
as Administrative Agent

By: 

Name:

Title: Ann Hurley
Manager, Agency

{Signature Page To Trademark Security Agreement}

TRADEMARK
REEL: 005787 FRAME: 0293

TRADEMARK REGISTRATIONS AND APPLICATIONS

LOAN PARTY/ OWNER	TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	APP/REG DATE
5.11, Inc.	5.11+ & Design	UNITED ARAB EMIRATES	178, 867	178867	6/1/2015
5.11, Inc.	5.11+ & Design	UNITED ARAB EMIRATES	178868	178868	6/1/2015
5.11, Inc.	5.11+ & Design	BELIZE	11874.15		6/3/2015
5.11, Inc.	5.11+ & Square Design	CANADA	1732432	1732432	6/11/2015
5.11, Inc.	5.11 RECON	USA	86305711	4754561	6./16/2015
5.11, Inc.	5.11+ & Design	BRAZIL	840,161,387	840161387	7/14/2015
5.11, Inc.	5.11+ & Design	UNITED ARAB EMIRATES	178,869	178869	8/1/2015
5.11, Inc.	5.11+ & Design	ISRAEL	262783	262783	9/2/2015
5.11, Inc.	5.11+ & Design	ISRAEL	263189	263189	10/11/2015
5.11, Inc.	5.11+ & Design	JAPAN	2015-052019	2015-052019	1/15/2016
5.11, Inc.	5.11 RECON	CANADA	1653399	TMA927,912	2/2/2016
5.11, Inc.	5.11+ & Design	CHINA	16861504		5/4/2015
5.11, Inc.	5.11+ & Design	BOLIVIA	SM-2199-2015		5/7/2015
5.11, Inc.	5.11+ & Design	BOLIVIA	SM-2200-2015		5/7/2015
5.11, Inc.	5.11+ & Design	URUGUAY	465,176		5/29/2015
5.11, Inc.	5.11+ TACTICAL	THAILAND	997538		8/3/2015
5.11, Inc.	5.11+ & Design	PERU	628818		8/6/2015
5.11, Inc.	5.11+ & Design	CHILE	1,165,762		8/11/2015
5.11, Inc.	5.11+ & Design	VENEZUELA	13085/2015		9/7/2015

LOAN PARTY/ OWNER	TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	APP/REG DATE
5.11, Inc.	XPRT	USA	86790837		10/16/2015
5.11, Inc.	XPRT	USA	86793344		10/20/2015
5.11, Inc.	HEXGRID	USA	86818741		11/12/2015
5.11, Inc.	HEXGRID	USA	86871204		1/11/2016
5.11, Inc.	5.11 STRYKE	USA	86879289		1/19/2015
5.11, Inc.	HEXGRID	EUROPEAN UNION	015033541		1/22/2016
5.11, Inc.	XPRT	EUROPEAN UNION	15044001		1/26/2016
5.11, Inc.	HEXGRID	CANADA	1769369		2/24/2016
5.11, Inc.	XPRT	CANADA	1772327		3/14/2016
5.11, Inc.	APEX	USA	86943110		3/16/2016

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