

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5.11, INC.		04/30/2014	CORPORATION: CALIFORNIA
BEYOND CLOTHING, LLC		04/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT		
Street Address:	20 KING STREET WEST, 4TH FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	CHARTERED BANK: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86267822	TRAVERSE	
Registration Number:	4504303	BEYOND	
Registration Number:	4506262	ALWAYS BE READY	
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:	tmparalegal3@owe.com		
Correspondent Name:	Gregory N. Owen		
Address Line 1:	455 Market Street, Suite 1910		
Address Line 2:	Owen, Wickersham & Erickson, P.C.		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	5.11 90001		
NAME OF SUBMITTER:	Gregory N. Owen		
SIGNATURE:	/Gregory N. Owen/		
DATE SIGNED:	05/15/2014		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of April 30, 2014 (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

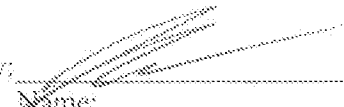
event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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.

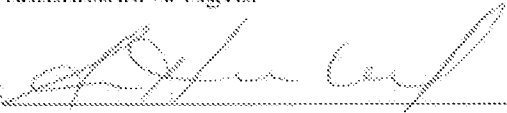
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

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

By: 
Name: _____
Title:

ROYAL BANK OF CANADA,
as Administrative Agent

By:  _____

Name:
Title: Ann Hurley
Manager, Agency

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Filing Date	Registration No.	Registration Date	Jurisdiction
BEYOND	85/898471	April 8, 2013	4,594,303	April 1, 2014	USA
ALWAYS BE READY	85/664415	June 28, 2013	4,566,262	April 1, 2014	USA
TRAVERSE	86/267822	April 30, 2014			USA