

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT		07/27/2016	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	5.11, Inc.		
<b>Street Address:</b>	4300 Spyres Way		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95356		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86267822	TRAVERSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6196966700		
<b>Email:</b>	ipdocket@gordonrees.com		
<b>Correspondent Name:</b>	Susan B. Meyer/Gordon & Rees LLP		
<b>Address Line 1:</b>	101 West Broadway, Suite 2000		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Susan B. Meyer		
<b>SIGNATURE:</b>	/Susan B. Meyer/		
<b>DATE SIGNED:</b>	08/10/2016		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL  
PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made this 07<sup>th</sup> day of July 2016, by Royal Bank of Canada, as Administrative Agent, whose address is 20 King Street West, 4<sup>th</sup> Floor, Ontario, Canada M5H 1C4 ("Secured Party").

WHEREAS, reference is made to a certain Trademark Security Agreement dated as of April 30, 2014, by and between, on the one hand, 5.11, Inc., a California corporation and Beyond Clothing, LLC, a Delaware limited liability company (each, a "Grantor," and, collectively, the "Grantors"), and, on the other hand, Secured Party (the "Security Agreement"; all capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement) and recorded on May 15, 2014 with the Trademark Division of the United States Patent and Trademark Office ("USPTO") at Reel and Frame Number 005280/0849, pursuant to which Grantors granted Secured Party a security interest in all of the right, title and interest of Grantors in and to certain trademarks and trademark applications, together with the goodwill associated therewith (the "Trademark Collateral"), including but not limited to those certain trademarks and trademark applications specifically listed on Exhibit A attached hereto and incorporated herein by this reference (the trademarks and trademark applications identified on Exhibit A attached hereto referred to hereinafter as the "Released Trademark Collateral"); and

WHEREAS, Secured Party wishes to terminate and release its security interest in and to the Released Trademark Collateral **only**, and retransfer and reassign to the Grantor, without representation or warranty, all of Secured Party's right, title and interest in and to the Released Trademark Collateral **only**;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby irrevocably and forever releases and terminates its security interest, if any, in and to the Released Trademark Collateral **only**, together with the goodwill associated therewith, and retransfers and reassigns to the Grantors, without representation or warranty, all of Secured Party's right, title and interest in and to the Released Trademark Collateral **only**, together with the goodwill associated therewith.

Secured Party understands and agrees that this Release may be recorded by or for Grantors with the USPTO, United States Copyright Office and any other similar office or agency throughout the world.

Nothing contained in this Release shall be construed as a termination, release, retransfer or reassignment of any security interest, if any, or any right, title and interest which Secured Party may have in the Trademark Collateral which has not been specifically identified on Exhibit A attached hereto or any other collateral described in the Security Agreement or otherwise.

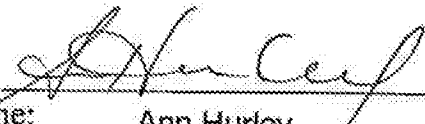
Secured Party, at no cost or expense to Secured Party, also agrees to execute any other documents and take any further action in any jurisdiction that Grantors may reasonably require to effect the intent and purpose of this Release.

This Release may be executed by one or more of the parties to this Release on any number of separate counterparts (including by facsimile, telecopy or electronic signature, with such facsimile, telecopy or electronic signature to be deemed final and effective execution of this Release), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed and delivered as of the date first above written.

**ROYAL BANK OF CANADA,**  
as Administrative Agent

By:   
Name: Ann Hurley  
Title: Manager, Agency

**EXHIBIT A**

**Registered Trademarks**

None.

**Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Date of Registration</b>
<b>TRAVERSE</b>	86/267,822	04/30/2014	N/A	N/A

EXHIBIT A

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY