

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5.11 Inc.		07/25/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GiantPeople, LLC		
Street Address:	537 Massachusetts Ave.		
Internal Address:	Suite 301		
City:	Acton		
State/Country:	MASSACHUSETTS		
Postal Code:	01720		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86267822	TRAVERSE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erik@clocktowerlaw.com		
Correspondent Name:	GiantPeople, LLC		
Address Line 1:	537 Massachusetts Ave		
Address Line 2:	Suite 301		
Address Line 4:	Acton, MASSACHUSETTS 01720		
NAME OF SUBMITTER:	Kevin R. Haley		
SIGNATURE:	/Kevin R. Haley/		
DATE SIGNED:	09/27/2016		
Total Attachments: 4			
source=2016-07-25-TRAVERSE trademark-assignment-signed-by-both#page1.tif			
source=2016-07-25-TRAVERSE trademark-assignment-signed-by-both#page2.tif			
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OP \$40.00 86267822

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made effective the 25th day of July, 2016 between **5.11, Inc.**, a corporation duly organized under the laws of the State of California, and having an address of **4300 Spyrès Way, Modesto, California 95356**, (the "Assignor") and **GiàntPeople LLC** a business duly organized under the laws of the Commonwealth of Massachusetts, and having its principal place of business at **537 Massachusetts Ave., Suite 301, Acton, Massachusetts 01720**, (the "Assignee").

WHEREAS, Assignor owns all rights, title, and interest in and to the trademark listed in Exhibit A attached hereto (the "Mark"); and the Assignee is desirous of acquiring any and all rights, title and interest in the Mark that Assignor may have, including but not limited to, any right Assignor may have to use the Mark in commerce, or to hold or apply for registrations thereof, together with any goodwill of the business symbolized by the Mark.

NOW, THEREFORE, in consideration of (a) the mutual promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, and (b) the concurrent execution and delivery of that certain Trademark License Agreement, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, subject to the terms of the Trademark License Agreement, any and all right, title and interest Assignor may have in and to the Mark, including, but not limited to, any right to prosecute applications for the registration thereof in any trademark office or similar office in any country worldwide, and to hold and renew the registrations thereof, together with the goodwill of the business symbolized by the Mark, together with any and all causes of action and other rights assertable under the Mark, including, if available, the right to sue third parties for infringement of or improper

activities regarding the Mark, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, all of the foregoing to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

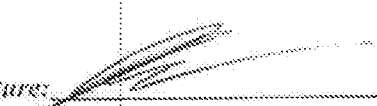
ASSIGNOR HEREBY further covenants that it will, from time to time, execute, deliver and acknowledge to Assignee all such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to more effectively evidence or record the assignment and transfer of the interest of Assignor, in and to the Mark. Assignor hereby covenants and agrees that it will not oppose Assignee's adoption, use or registration of the Mark or attempt to cancel any such registrations of Assignee.

[signatures on following page]

IN WITNESS WHEREOF the Assignor has executed these present

Dated this 25th day of July 2016.

S.II, Inc.
(Assignor)

Signature: 

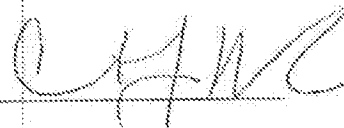
Name: John F. Wickes

Title: VP General Counsel
S.II, Inc.

IN WITNESS WHEREOF the Assignee has executed these present

Dated this 22nd day of July 2016.

GiantPeople LLC
(Assignee)

Signature: 

Name: Erik J. Heels

Title: Manager

GiantPeople LLC

EXHIBIT "A"

USPTO trademark application no. 86267822