

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2753213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL ELECTRIC CAPITAL CORPORATION, AS SUCCESSOR ADMINISTRATIVE AGENT AND COLLATERAL AGENT	02/28/2014
RECEIVING PARTY DATA	
Name:	5.11, INC.
Street Address:	4300 SPYRES WAY
City:	MODESTO
State/Country:	CALIFORNIA
Postal Code:	95356
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	7681255
Patent Number:	D586692
Patent Number:	6986164
Patent Number:	6760922
Application Number:	11652378
Application Number:	13065021
Application Number:	12317491
Application Number:	12460676
Application Number:	12460419
Application Number:	29370413
Application Number:	12804564
Application Number:	61402741
Application Number:	61402742
Application Number:	12570176

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	78436.00099
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NAME OF SUBMITTER:	CHRISTINE DIONNE
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Signature:	/CHRISTINE DIONNE/
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Date:	03/05/2014
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Total Attachments: 5

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PATENT RELEASE AND REASSIGNMENT

THIS PATENT RELEASE AND REASSIGNMENT (this "Release") is made as of February 28, 2014 by GENERAL ELECTRIC CAPITAL CORPORATION, as Successor Administrative Agent and Collateral Agent ("**Bank**").

WITNESSETH:

WHEREAS, Bank, Churchill Financial LLC, as existing administrative agent and collateral agent ("Churchill") and 5.11 , INC., a California corporation ("**Grantor**") were parties to that certain Assignment of Patent Security Agreement, dated as of December 16, 2011 (the "**Agreement**"; all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement), and pursuant to which Churchill assigned its security interest to Bank in the Patent Collateral, including the patents set forth on Schedule 1 hereto and Grantor acknowledged such assignment; and

WHEREAS, the Agreement was recorded by the Patent Division of the United States Patent and Trademark Office on December 16, 2011 at Reel 027398, Frame 0037;

WHEREAS, Grantor has requested that Bank release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Patent Collateral and assign the same to Grantor; and

WHEREAS, Bank has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Patent Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Bank hereby releases its security interest in and lien on all of Grantor's right, title and interest in, to and under the Patent Collateral, including the following:

(a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Bank hereby assigns, transfers, grants and conveys to Grantor, without any representation, recourse or undertaking by Bank, any and all of Bank's right, title and interest in and to the Patent Collateral and authorizes this Release to be recorded with the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, Bank has caused this Patent Release and Reassignment to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Successor Administrative
Agent and Collateral Agent

By: Mary Beth Dam
Name: Mary Beth Dam
Title: Duly Authorized Signatory

SCHEDULE 1

Patents

Title	Pat. No.	Issue Date	Holder
Pants with Cargo Pocket to Accommodate Thigh Rig	7,681,255	3/23/2010	5.11, Inc.
Belt Buckle	D586,692	2/17/2009	5.11, Inc.
Tactical shirt for carrying concealed weapon, e.g. handgun, comprises hidden pocket at side(s) of shirt front, with vertically oriented pocket opening near shirt opening line and being formed between fabric shell and outer piece of fabric	6,986,164	1/17/2006	
Tactical vest for carrying concealed weapon, has removable modular panel with hook and loop fastener engageable with hook and loop fastener of gun holster to adjustably retain gun holster onto modular panel within pocket	6,760,922	7/13/2004	5.11 Inc.

Patent Applications

Title	Appl. No.	Filing Date	Holder
Adjustable Gun Sling	11/652378	1/10/2007	5.11, Inc.
Secure, Quick-Release System for Attaching a Pouch to a Larger Bag	13/065021	3/15/2011	5.11, Inc.
Boot Toe Reinforcement	12/317491	12/22/2008	5.11, Inc.
Gun Sling with Rifle Carrying Case	12/460676	7/21/2009	5.11, Inc.
Locking Holster with Thumb Drive	12/460419	7/17/2009	5.11, Inc.
Reversible Belt Buckle	29/370413	7/13/2010	5.11, Inc.
Rapid Opening Feature on Tactical Jacket	12/804564	7/23/2010	5.11, Inc.
Breaching Tools for Entry of Doors and Windows	61/402741	9/3/2010	5.11, Inc.
Door Breaching Tool with Sledge Hammer and Rake	61/402742	9/3/2010	5.11, Inc.
Expandable Pocket	12/570176	9/30/2009	5.11, Inc.

Licenses

Exclusive Patent License Agreement dated as of February 18, 2005 by and between Horus Vision, LLC and 5.11 Inc.

Amended and Restated Patent and Trademark License Agreement dated as of February 24, 2009 by and between 5.11 Acquisition Corp. and IVUS Industries, LLC

License Agreement dated as of June 1, 2009 by and between 5.11, Inc. and Blade Tech Industries, Inc.