

10-26-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hartmarx Corporation and each of the subsidiaries listed on the attached Schedule II to the Trademark Security Agreement - Grant of Trademark Security Interest
[] Association
[] Limited Partnership
[] Individual(s)
[] General Partnership
[X] Corporation
[] Other

10-1201

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation
Internal
Address:
Street Address: 10 South LaSalle Street
City: Chicago State: Illinois Zip: 60603
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State New York
[] Other

Additional name(s) of conveying party(ies) attached? [X] Yes [] No

1. Nature of conveyance:

[] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Corporation-State
[X] Other: Trademark Security Agreement - Grant of Trademark Security Interest
Execution Date: October 11, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) None.

B. Trademark Registration No.(s) 1202095 - Please see attached Schedule I to Trademark Security Agreement - Grant of Trademark Security Interest

Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Matthew Bensen
Internal Address:
Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41) \$915.00

[X] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew Bensen
Name of Person Signing

[Signature]

October 12, 2001
Date

Total number of pages including cover sheet, attachments, and document: []

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
(GRANT OF TRADEMARK SECURITY INTEREST)**

U.S. TRADEMARK REGISTRATIONS

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Hartmarx Corporation	BASKIN	1202095	07/20/1982
Hartmarx Corporation	DOWNING STREET	1326006	03/19/1985
Hartmarx Corporation	HASTINGS	1869710	12/27/1994
Hartmarx Corporation	SILVERWOODS	1214061	10/26/1982
Hartmarx Corporation	WALLACHS	1156381	06/02/1981
Biltwell Company, Inc.	BENCHLEY LTD.	1216844	11/16/1982
Biltwell Company, Inc.	SPANDEAZE	1186895	01/19/1982
Consolidated Apparel Group, Inc.	DASH	1807678	11/30/1993
Consolidated Apparel Group, Inc.	DASH CLASSICS	2017770	11/16/1996
Consolidated Apparel Group, Inc.	NATURALIFE	1695397	06/16/1992
HMX Sportswear, Inc.	GREAT GATSBY	1559913	10/10/1989
HMX Sportswear, Inc.	PUSSER'S	1953480	01/30/1996
HMX Sportswear, Inc.	PUSSER'S OF THE WEST INDIES AND DESIGN	1449837	07/28/1987
HMX Sportswear, Inc.	SIGNAL FLAG DESIGN	1276292	05/01/1984
HMX Sportswear, Inc.	SPLICE THE MAIN BRACE AND DESIGN	1355445	08/20/1985
Hart Schaffner & Marx	AMERICAN TRAVELER	1928538	10/17/1995
Hart Schaffner & Marx	HART SCHAFFNER & MARX	2195899	10/13/1998
Hart Schaffner & Marx	HART SCHAFFNER & MARX	2099947	09/23/1997
Hart Schaffner & Marx	HAWKSLEY & WIGHT	1928716	10/17/1995

Schedule I-1

LA1:947920

**TRADEMARK
REEL: 002389 FRAME: 0456**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Hart Schaffner & Marx	HORSE AND RIDER DESIGN	2198384	10/20/1998
Hart Schaffner & Marx	HORSE AND RIDER DESIGN	2099963	09/23/1997
Hart Schaffner & Marx	HORSE AND RIDER DESIGN (Stylized	1182243	12/15/1981
Hickey-Freeman Co., Inc.	HF AND DESIGN	1362080	09/24/1985
Hickey-Freeman Co., Inc.	HICKEY FREEMAN AND DESIGN	1971537	04/30/1996
International Women's Apparel, Inc.	ALEX	1859751	10/25/1994
International Women's Apparel, Inc.	ALEX SPORT	1646100	05/28/1991
International Women's Apparel, Inc.	EYE	2391824	10/03/2000
International Women's Apparel, Inc.	WEATHERVANE	1183039	12/22/1981
Jaymar Ruby, Inc.	EMBER GLOW	1346282	07/20/1985
Jaymar Ruby, Inc.	LADY GOLFER DESIGN	1954387	02/06/1996
Jaymar Ruby, Inc.	THE SANSABELT SYSTEM	2183846	08/25/1998
Plaid Clothing Company, Inc.	WINSTON	0637477	11/20/1956
M. Wile & Company, Inc.	DESIGN OF THREE CROSSED RACQUETS	1429406	02/17/1987
M. Wile & Company, Inc.	RACQUET CLUB	2171355	07/07/1998
M. Wile & Company, Inc.	RACQUET CLUB	1153999	05/12/1981
M. Wile & Company, Inc.	TOWNHOUSE	1313548	01/08/1985

Schedule I-2

LAI:947920

TRADEMARK
REEL: 002389 FRAME: 0457

**TRADEMARK SECURITY AGREEMENT
(GRANT OF TRADEMARK SECURITY INTEREST)**

WHEREAS, HARTMARX CORPORATION, a Delaware corporation having its chief executive offices at 101 North Wacker Drive, Chicago, Illinois 60606 ("Borrower") and **EACH OF THE DIRECT AND INDIRECT WHOLLY-OWNED SUBSIDIARIES OF BORROWER** listed on the Schedule II hereof (together with Borrower, each individually a "Grantor" and collectively, the "Grantors") have granted to **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation having an office at 10 South LaSalle Street, Chicago, Illinois 60603 ("**Collateral Agent**") for the benefit of Agents (as defined in the Credit Agreement referred to below) and Lenders (as defined in the Credit Agreement referred to below), a lien on and security interest in certain of Grantors' assets in order to secure, among other things, the prompt and complete payment of all "Secured Obligations" (as defined in the Security Agreement (defined below)) of Grantors to Lenders, pursuant to the Amended and Restated Credit Agreement dated as of August 18, 1999 (as amended by the First, Second, Third, Fourth and Fifth Amendments thereto, and as the same may from time to time be further amended, restated, modified or supplemented, the "**Credit Agreement**"), by and among Borrower, Collateral Agent, Lenders and The Bank of New York and Bank of America N.A., as Co-Agents;

WHEREAS, Grantors own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of March 23, 1994 (as amended, the "**Existing Pledge and Security Agreement**"), as amended and restated by that certain Amended and Restated Security Agreement dated as of October 11, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantors, Collateral Agent and the other grantors named therein, Grantors granted in favor of Collateral Agent on behalf of the Agents and Lenders a security interest in all of Grantors' right, title and interest and to the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby agrees with Collateral Agent as follows:

1. **Grant of Security Interest.**

Without limiting the Security Agreement, as security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent for its own behalf and on behalf of Agents and Lenders (collectively, the "**Secured Parties**") as collateral security, and hereby grants to Collateral Agent for its own behalf and on behalf of Agents and Lenders a

security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under the following (all of which being hereinafter collectively called the "**Trademark Collateral**"):

(a) (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, the trademarks specifically identified on Schedule I hereto (collectively, the "**Trademarks**"); (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing;

(b) all Licenses, General Intangibles and other Collateral relating to the Trademark Collateral; and

(c) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


2. **Incorporation of Security Agreement.**

Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the 11th day of October, 2001.

HARTMARX CORPORATION

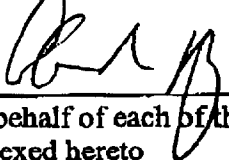
Name: 
Title: Executive Vice President

Notice Address:

101 North Wacker Drive
Chicago, Illinois 60606
Attention: Executive Vice President and Chief Financial Officer

With a copy to: General Counsel

EACH OF THE ENTITIES LISTED ON SCHEDULE II ANNEXED HERETO

By: 
on behalf of each of the entities listed on Schedule II annexed hereto

Name: Glenn R. Morgan

Title: Vice President

SCHEDULE II

<u>Name</u>	<u>Notice Address for each Subsidiary Grantor</u>	<u>State of Incorporation</u>
HMX Sportswear, Inc. (formerly known as American Apparel Brands, Inc.)	101 North Wacker Drive Chicago, Illinois 60606	New York
Anniston Sportswear Corporation	101 North Wacker Drive Chicago, Illinois 60606	Indiana
Biltwell Company, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Missouri
Briar, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
Consolidated Apparel Group, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
C.M. Clothing, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Tennessee
C.M. Outlet Corp.	101 North Wacker Drive Chicago, Illinois 60606	New Jersey
Chicago Trouser Company, Ltd.	101 North Wacker Drive Chicago, Illinois 60606	Illinois
Country Miss, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
Country Suburbans, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
Direct Route Marketing Corporation	101 North Wacker Drive Chicago, Illinois 60606	New Hampshire
E-Town Sportswear Corporation	101 North Wacker Drive Chicago, Illinois 60606	Kentucky
Fairwood-Wells, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
Gleneagles, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Maryland
Handmacher Fashions Factory Outlet, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
Handmacher-Vogel, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
Hartmarx International, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Illinois
Hart Schaffner & Marx	101 North Wacker Drive Chicago, Illinois 60606	New York
Hart Services, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
Thos. Heath Clothes, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Illinois

Schedule II-1

LA1:947920

TRADEMARK
REEL: 002389 FRAME: 0461

TAG Licensing, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
Hickey-Freeman Co., Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
Higgins, Frank & Hill, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Illinois
Hoosier Factories, Incorporated	101 North Wacker Drive Chicago, Illinois 60606	Indiana
HSM University, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Illinois
Intercontinental Apparel, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
International Women's Apparel, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Texas
Jaymar-Ruby, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Indiana
JRSS, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Indiana
Kuppenheimer Men's Clothiers Dadeville, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Alabama
Men's Quality Brands, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
National Clothing Company, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
106 Real Estate Corp.	101 North Wacker Drive Chicago, Illinois 60606	Pennsylvania
Plaid Clothing Company, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
Rector Sportswear Corporation	101 North Wacker Drive Chicago, Illinois 60606	Arkansas
Robert's International Corporation	101 North Wacker Drive Chicago, Illinois 60606	Illinois
SALHOLD, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Delaware
Seaford Clothing Co.	101 North Wacker Drive Chicago, Illinois 60606	Illinois
Society Brand, Ltd.	101 North Wacker Drive Chicago, Illinois 60606	Illinois
Robert Surrey, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Illinois
Tailored Trend, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
Thorngate Uniforms, Inc.	101 North Wacker Drive Chicago, Illinois 60606	Pennsylvania
Trade Finance International Limited	101 North Wacker Drive Chicago, Illinois 60606	Illinois

Schedule II-2

LA1:947920

TRADEMARK
REEL: 002389 FRAME: 0462

Universal Design Group, Ltd.	101 North Wacker Drive Chicago, Illinois 60606	New York
M. Wile & Company, Inc.	101 North Wacker Drive Chicago, Illinois 60606	New York
Winchester Clothing Company	101 North Wacker Drive Chicago, Illinois 60606	Kentucky
Yorke Shirt Corporation	101 North Wacker Drive Chicago, Illinois 60606	South Carolina

Schedule II-3

LA1:947920

RECORDED: 10/12/2001

TRADEMARK
REEL: 002389 FRAME: 0463