

MRD 10/12/01

05-02-2002



Form PTO-1554  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

102073395

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):  
Please see attached Schedule II to Intercompany Note Trademark Security Agreement - Grant of Trademark Security Interest  
 Association  
 Limited Partnership  
 Individual(s)  
 General Partnership  
 Corporation  
 Other \_\_\_\_\_

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

1. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Corporation-State  
 Other: Intercompany Note Trademark Security Agreement - Grant of Trademark Security Interest  
Execution Date: October 11, 2001

2. Name and address of receiving party(ies)  
Name: Hartmarx Corporation  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 101 North Wacker Drive  
City: Chicago State: Illinois Zip: 60606  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

Corporation-State Delaware  
 Other \_\_\_\_\_  
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  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) None.  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 1216844 - Please see attached Schedule I to Intercompany Note Trademark Security Agreement - Grant of Trademark Security Interest

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: ..... 31

7. Total fee (37 CFR 3.41) ..... \$790.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
790E  
(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] 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

**CONVEYING PARTIES**  
**(Continuation of Box 1 of Recordation Form Cover Sheet)**

**Name**

HMX Sportswear, Inc. (formerly known as American Apparel Brands, Inc.)

Anniston Sportswear Corporation

Biltwell Company, Inc.

Briar, Inc.

Consolidated Apparel Group, Inc.

C.M. Clothing, Inc.

C.M. Outlet Corp.

Chicago Trouser Company, Ltd.

Country Miss, Inc.

Country Suburbans, Inc.

Direct Route Marketing Corporation

E-Town Sportswear Corporation

Fairwood-Wells, Inc.

Gleneagles, Inc.

Handmacher Fashions Factory Outlet, Inc.

Handmacher-Vogel, Inc.

Hartmarx International, Inc.

Hart Schaffner & Marx

Hart Services, Inc.

Thos. Heath Clothes, Inc.

TAG Licensing, Inc.

Hickey-Freeman Co., Inc.

Higgins, Frank & Hill, Inc.

Hoosier Factories, Incorporated

HSM University, Inc.

Intercontinental Apparel, Inc.

International Women's Apparel, Inc.

Jaymar-Ruby, Inc.

JRSS, Inc.

Kuppenheimer Men's Clothiers

Dadeville, Inc.

Men's Quality Brands, Inc.

National Clothing Company, Inc.

106 Real Estate Corp.

Plaid Clothing Company, Inc.

Rector Sportswear Corporation

Robert's International Corporation

SALHOLD, Inc.

Seaford Clothing Co.

Society Brand, Ltd.

Robert Surrey, Inc.

Tailored Trend, Inc.

Thorngate Uniforms, Inc.

Trade Finance International Limited

Universal Design Group, Ltd.

M. Wile & Company, Inc.

Winchester Clothing Company

Yorke Shirt Corporation

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

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Registered Owner</u></b>	<b><u>Trademark Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
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
Hart Schaffner & Marx	HORSE AND RIDER DESIGN	2198384	10/20/1998
Hart Schaffner & Marx	HORSE AND RIDER DESIGN	2099963	09/23/1997

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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

LA1:947946

**TRADEMARK**  
**REEL: 002459 FRAME: 0370**

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

**WHEREAS, EACH OF THE DIRECT AND INDIRECT WHOLLY-OWNED SUBSIDIARIES OF HARTMARX CORPORATION** listed on the Schedule II hereof (each individually a "**Grantor**" and collectively, the "**Grantors**") have agreed to grant to **HARTMARX CORPORATION**, a Delaware corporation having its chief executive offices at 101 North Wacker Drive, Chicago, Illinois 60606 ("**Secured Party**"), a lien on and security interest in certain of Grantors' assets in order to secure, among other things, the prompt and complete payment of the "Secured Obligations" (as defined in the Intercompany Note Security Agreement (defined below)) of each such Grantor under its Intercompany Note, 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, as the same may from time to time be amended, restated, modified or supplemented, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and between Secured Party, General Electric Capital Corporation as Managing Agent and 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 Intercompany Note Security Agreement dated as of March 23, 1994 (the "**Existing Intercompany Note Security Agreement**") as amended and restated by that certain Amended and Restated Intercompany Note Security Agreement dated as of October 11, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Intercompany Note Security Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantors, Secured Party and the other grantors named therein, Grantors granted in favor of Secured Party 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 Secured Party 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 Secured Party for its own behalf as collateral security, and hereby grants to Secured Party for its own behalf 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.

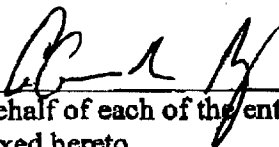
## 2. **Incorporation of Intercompany Note Security Agreement.**

Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

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

**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: Nice President

S-1

LA1:947956



**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

LA1:947946

**TRADEMARK**  
**REEL: 002459 FRAME: 0374**

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	101 North Wacker Drive	Illinois

Trade Finance International Limited	101 North Wacker Drive Chicago, Illinois 60606	Illinois
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



**O'MELVENY & MYERS LLP**

CENTURY CITY  
IRVINE  
MENLO PARK  
NEWPORT BEACH  
NEW YORK  
SAN FRANCISCO

400 South Hope Street  
Los Angeles, California 90071-2899

TELEPHONE (213) 430-6000  
FACSIMILE (213) 430-6407  
INTERNET: [www.omm.com](http://www.omm.com)

TYSONS CORNER  
WASHINGTON, D.C.  
HONG KONG  
LONDON  
SHANGHAI  
TOKYO

October 12, 2001

OUR FILE NUMBER  
301,889-019

**VIA EXPRESS MAIL**

WRITER'S DIRECT DIAL  
213-430-7533

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

WRITER'S E-MAIL ADDRESS  
[mbensen@omm.com](mailto:mbensen@omm.com)

**Re: *Intercompany Note Grant of Trademark  
Security Interest -  
Each of the direct and indirect wholly-owned  
subsidiaries of Hartmarx Corporation***

Dear Madam:

Enclosed please find (i) an executed Recordation Form Cover Sheet; (ii) Intercompany Note Trademark Security Agreement – Grant of Trademark Security Interest and attached Schedules I and II; (iii) our check in the amount of \$790.00 (Check No. 519370) covering the filing fee; and (iv) a postcard to be date-stamped and returned to us as indicated.

Thank you for your assistance. Please feel free to call me with any questions.

Very truly yours,

Matthew Bensen  
for O'MELVENY & MYERS LLP

MXB:ew

Enclosures

cc: Gina M. Durham (w/Encls.)  
Eriko Wada (w/Encls.)

**RECORDED: 10/12/2001**

**TRADEMARK  
REEL: 002459 FRAME: 0377**