

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Haggar Women's Wear Ltd.		11/01/2005	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Fortress Credit Corp., as agent
<b>Street Address:</b>	1251 Avenue of the Americas, 12th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1701873	ALI MILES
Registration Number:	1463674	CEDAR CREEK
Registration Number:	2562273	CEDAR CREEK
Registration Number:	1056636	JERELL
Registration Number:	1678633	LINDSEY SCOTT
Registration Number:	2543905	MELISSA
Registration Number:	1165621	MELISSA PETITES
Registration Number:	1486958	MULTIPLES
Registration Number:	2299585	RIVER RIDGE
Registration Number:	1768117	STEPHANIE THOMAS
Registration Number:	2160295	STONEBRIDGE
Registration Number:	1745243	VICTORIA MORGAN
Registration Number:	2812269	Y?

CH \$415.00 1701873

Registration Number:	2893762	WXRLD
Serial Number:	76458168	
Registration Number:	2315388	STONEBRIDGE

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2127562388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	026033/0116
NAME OF SUBMITTER:	Daniel Angel, Esq. (026033/0116)
Signature:	/sas for da/
Date:	11/02/2005

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of November, 2005 by Haggar Women's Wear Ltd., a Texas limited partnership ("Grantor") in favor of Fortress Credit Corp., a Delaware corporation, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Haggar Clothing Co., a Nevada corporation ( the "Borrower"), Grantee and the additional lenders from time to time party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by the Lenders (as defined therein);

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, the other Credit Parties set forth on the signature pages thereof and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of New York.

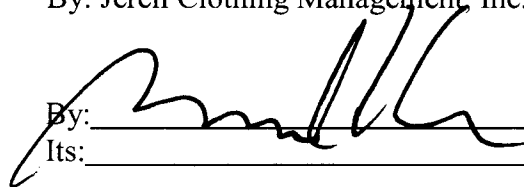
4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Grantee pursuant to or in connection with this agreement or instrument and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Merrill Lynch Capital, as First Lien Agent (or its successors and assigns in that capacity), and Grantee, as Second Lien Agent (or its successors and assigns in that capacity), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement or instrument, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HAGGAR WOMEN'S WEAR, LTD.

By: Jerell Clothing Management, Inc., its general partner

By:  \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above:

FORTRESS CREDIT CORP.,  
as Administrative Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

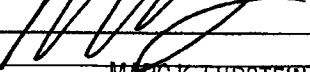
HAGGAR WOMEN'S WEAR, LTD.

By: Jerell Clothing Management, Inc., its general partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above:

FORTRESS CREDIT CORP.,  
as Administrative Agent

By:   
Its: \_\_\_\_\_  
MARC K. FURSTEIN  
CHIEF OPERATING OFFICER

Trademark Security Agreement-Haggar  
Women's Wear

TRADEMARK  
REEL: 003186 FRAME: 0311

**SCHEDULE 1**

**TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>(Application No.)</b>	<b>Mark</b>	<b>Country</b>	<b>Mark Status</b>	<b>Class</b>
Haggar Women's Wear, Ltd.	(76458168)	MISC. DESIGN (Square World)	United States of America	Allowed	25

**TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Registration No.</b>	<b>Mark</b>	<b>Country</b>	<b>Mark Status</b>	<b>Class</b>
Jerell Ltd. (now Haggar Women's Wear, Ltd.)	443040	ALI MILES	Mexico	Registered	25
Haggar Women's Wear, Ltd.	1701873	ALI MILES	United States of America	Registered	25
Haggar Women's Wear, Ltd.	1463674	CEDAR CREEK	United States of America	Registered	25
Haggar Women's Wear, Ltd.	2562273	CEDAR CREEK	United States of America	Registered	25
Haggar Women's Wear, Ltd.	1056636	JERELL	United States of America	Registered	25
Haggar Women's Wear, Ltd.	1678633	LINDSEY SCOTT	United States of America	Registered	25
Jerell Ltd. (now Haggar Women's Wear, Ltd.)	454397	MELISSA	Mexico	Registered	25
Haggar Women's Wear, Ltd.	2543905	MELISSA	United States of America	Registered	25
Haggar	2543905	MELISSA	United States of	Registered	25

Owner	Registration No.	Mark	Country	Mark Status	Class
Women's Wear, Ltd.			America		
Haggar Women's Wear, Ltd.	1165621	MELISSA PETITES	United States of America	Registered	25
Jerell Inc. (now Haggar Women's Wear, Ltd.)	1992B00303	MULTIPLES	Hong Kong	Registered	25
Haggar Women's Wear, Ltd.	1486958	MULTIPLES	United States of America	Registered	25
Haggar Women's Wear, Ltd.	2299585	RIVER RIDGE	United States of America	Registered	25
Haggar Women's Wear, Ltd.	1768117	STEPHANIE THOMAS	United States of America	Registered	25
Haggar Women's Wear, Ltd.	2160295	STONEBRIDGE	United States of America	Registered	25
Haggar Women's Wear, Ltd.	2315388	STONEBRIDGE	United States of America	Registered	25
Haggar Women's Wear, Ltd.	1745243	VICTORIA MORGAN	United States of America	Registered	25
Haggar Women's Wear, Ltd.	2812269	Y (& Design)	United States of America	Registered	25
Haggar Women's Wear, Ltd.	2893762	WXRLD (& DESIGN)	United States of America	Registered	25