

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haggar Clothing Co.		11/01/2005	CORPORATION: NEVADA

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

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	78582394	FOREVER BLUE
Serial Number:	76618588	HAGGAR
Serial Number:	76618508	HAGGAR
Serial Number:	78663878	HAGGAR
Serial Number:	76613299	STOP TIME
Serial Number:	78657158	WORK TO WEEKEND
Serial Number:	78657098	WORK TO WEEKEND
Serial Number:	76611914	COMFORT EQUIPPED
Serial Number:	76582190	ENTERPRISE
Serial Number:	76542283	FOREVER BLACK
Serial Number:	76542285	FOREVER NEW
Serial Number:	76542284	FOREVER THIS COLOR
Serial Number:	76542830	FOREVER WHITE
Serial Number:	78164529	MUSTANG

CH \$1040.00 78582394

Serial Number:	78725381	ALWAYS NEW
Registration Number:	838874	2030
Registration Number:	2493005	AMERICAN GENERATIONS
Registration Number:	2449484	BLACK LABEL
Registration Number:	2343328	BLACK LABEL
Registration Number:	2367399	CITY CASUALS
Registration Number:	2794896	COOL 18
Registration Number:	1323391	EXPANDOMATIC
Registration Number:	816138	EXPAND-O-MATIC
Registration Number:	1525819	EZ'S BY HAGGAR
Registration Number:	728590	HAGGAR
Registration Number:	2525912	HAGGAR
Registration Number:	2284986	HAGGAR
Registration Number:	1081852	HAGGAR
Registration Number:	2199945	HAGGAR CLOTHING CO.
Registration Number:	1465600	HAGGAR NOVA
Registration Number:	847658	HAGGAR SLACKS "THEY JUST FIT BETTER NATURALLY"
Registration Number:	802773	MUSTANG
Registration Number:	1871947	MUSTANG
Registration Number:	362418	MUSTANG
Registration Number:	2474405	OUTER RIM
Registration Number:	1567271	REED ST. JAMES
Registration Number:	1559917	REED ST. JAMES LOAFERS
Registration Number:	2760030	TEMPRATECH
Registration Number:	1073225	THE GALLERY BY HAGGAR
Registration Number:	666334	TOURNEY
Registration Number:	1344580	PRESIDENT'S CLUB

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: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of November, 2005 by Hagggar Clothing Co., a Nevada corporation ("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, Grantor, 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 Grantor by the Lenders (as defined therein); and

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 Grantor 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.

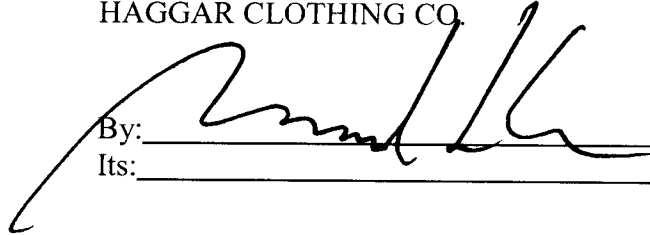
3. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of New York.

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 CLOTHING CO.

By: 
Its: _____

Agreed and Accepted
As of the Date First Written Above:

FORTRESS CREDIT CORP.,
as Administrative Agent

By: _____
Its: _____

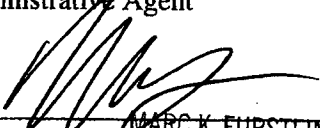
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HAGGAR CLOTHING CO.

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 - Borrower

SCHEDULE 1

TRADEMARK APPLICATIONS

Owner	(Application No.)	Mark	Country	Mark Status	Class
Haggar Clothing Co.	(125080400)	COMFORT EQUIPPED	Canada	Pending	25
Haggar Clothing Co.	(707751)	COMFORT EQUIPPED	Mexico	Pending	25
Haggar Clothing Co.	(122798000)	ENTERPRISE	Canada	Pending	25
Haggar Clothing Co.	(78582394)	FOREVER BLUE	United States of America	Pending	25
Haggar Clothing Co.	(3220147)	HAGGAR	China (Peoples Republic)	Pending	25
Haggar Clothing Co.	(76618588)	HAGGAR	United States of America	Pending	18
Haggar Clothing Co.	(76618508)	HAGGAR	United States of America	Pending	09
Haggar Clothing Co.	(78663878)	HAGGAR	United States of America	Pending	35
Haggar Clothing Co.	(4200206151)	HAGGAR (Class 25)	Philippines	Pending	25
Haggar Clothing Co.	(76613299)	STOP TIME	United States of America	Pending	25
Haggar Clothing Co.	(78657158)	WORK TO WEEKEND	United States of America	Pending	25
Haggar Clothing Co.	(78657098)	WORK TO WEEKEND	United States of America	Pending	25
Haggar Clothing Co.	(88519300)	BLACK LABEL	Canada	Published	00
Haggar Clothing Co.	(2387283)	COMFORT EQUIPPED	United Kingdom	Published	25
Haggar Clothing Co.	(76611914)	COMFORT EQUIPPED	United States of America	Published	25
Haggar Clothing Co.	(124176400)	COOL 18	Canada	Published	G1
Haggar Clothing Co.	4028767	ENTERPRISE	European Community	Published	25
Haggar Clothing Co.	(76582190)	ENTERPRISE	United States of America	Published	25
Haggar Clothing Co.	(76542283)	FOREVER BLACK	United States of America	Published	25
Haggar Clothing Co.	(76542286)	FOREVER NEW	United States of America	Published	25

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Owner	(Application No.)	Mark	Country	Mark Status	Class
Haggar Clothing Co.	(76542284)	FOREVER THIS COLOR	United States of America	Published	25
Haggar Clothing Co.	(76542830)	FOREVER WHITE	United States of America	Published	25
Haggar Clothing Co.	(617984(A))	HAGGAR	Canada	Published	25
Haggar Clothing Co.	823886301	OUTER RIM	Brazil	Published	25
Haggar Clothing Co.	(2015998)	HAGGAR	Venezuela	Pending	25
Haggar Clothing Co.	(78164529)	MUSTANG	United States of America	Allowed	25
Haggar Clothing Co.	(78725381)	ALWAYS NEW	United States of America	Pending	25

TRADEMARK REGISTRATIONS

Owner	Registration No.	Mark	Country	Mark Status	Class
Haggar Clothing Co.	838874	2030	United States of America	Registered	25
Haggar Clothing Co.	2493005	AMERICAN GENERATIONS	United States of America	Registered	25
Haggar Clothing Co.	2449484	BLACK LABEL	United States of America	Registered	25
Haggar Clothing Co.	2343328	BLACK LABEL	United States of America	Registered	25
Haggar Clothing Co.	TMA488857	CITY CASUALS	Canada	Registered	25
Haggar Clothing Co.	796250	CITY CASUALS	European Community	Registered	25
Haggar Clothing Co.	2013171	CITY CASUALS	United Kingdom	Registered	25
Haggar Clothing Co.	2367399	CITY CASUALS	United States of America	Registered	25
Haggar Clothing Co.	869518	COOL 18	Mexico	Registered	25
Haggar Clothing Co.	2794896	COOL 18	United States of America	Registered	25
Haggar Clothing Co.	844258	COTTON FLEX	European Community	Registered	25
Haggar	859128	ENTERPRISE	Mexico	Registered	25

Owner	Registration No.	Mark	Country	Mark Status	Class
Clothing Co.					
Haggar Clothing Co.	1323391	EXPANDOMATIC	United States of America	Registered	25
Haggar Clothing Co.	816138	EXPAND-O-MATIC	United States of America	Registered	25
Haggar Clothing Co.	TMA539092	EZ'S BY HAGGAR	Canada	Registered	25
Haggar Clothing Co.	384066	EZ'S BY HAGGAR	Mexico	Registered	25
Haggar Clothing Co.	88/7336	EZ'S BY HAGGAR	South Africa	Registered	25
Haggar Clothing Co.	1525819	EZ'S BY HAGGAR	United States of America	Registered	25
Haggar Clothing Co.	845273	FOREVER NEW	Mexico	Registered	25
Haggar Clothing Co.	TMA508803	GENTLEMAN'S CLOSET	Canada	Registered	25
Haggar Clothing Co.	620080	HAGGAR	Australia	Registered	25
Haggar Clothing Co.	B401025	HAGGAR	Australia	Registered	25
Haggar Clothing Co.	24893	HAGGAR	Bahrain	Registered	25
Haggar Clothing Co.	TMA431641	HAGGAR	Canada	Registered	25
Haggar Clothing Co.	650963	HAGGAR	Chile	Registered	25
Haggar Clothing Co.	73.330	HAGGAR	Costa Rica	Registered	25
Haggar Clothing Co.	1690551	HAGGAR	European Community	Registered	25
Haggar Clothing Co.	103271	HAGGAR	Guatemala	Registered	25
Haggar Clothing Co.	B1641/78	HAGGAR	Hong Kong	Registered	25
Haggar Clothing Co.	436580	HAGGAR	India	Registered	25
Haggar Clothing Co.	101922	HAGGAR	Ireland	Registered	25
Haggar Clothing Co.	4403453	HAGGAR	Japan	Registered	25
Haggar Clothing Co.	142526	HAGGAR	Korea, Republic of	Registered	25
Haggar Clothing Co.	43189	HAGGAR	Kuwait	Registered	25
Haggar	95/06709	HAGGAR	Malaysia	Registered	25

Owner	Registration No.	Mark	Country	Mark Status	Class
Clothing Co.					
Haggar Clothing Co.	S/21710	HAGGAR	Malaysia/Sabah	Registered	25
Haggar Clothing Co.	374371	HAGGAR	Mexico	Registered	25
Haggar Clothing Co.	152398	HAGGAR	New Zealand	Registered	25
Haggar Clothing Co.	20136 CC	HAGGAR	Nicaragua	Registered	25
Haggar Clothing Co.	188242	HAGGAR	Paraguay	Registered	25
Haggar Clothing Co.	332974 MNA	HAGGAR	Portugal	Registered	25
Haggar Clothing Co.	512/51	HAGGAR	Saudi Arabia	Registered	25
Haggar Clothing Co.	T7460536I	HAGGAR	Singapore	Registered	25
Haggar Clothing Co.	82/0767	HAGGAR	South Africa	Registered	25
Haggar Clothing Co.	311444	HAGGAR	Switzerland	Registered	25
Haggar Clothing Co.	776720	HAGGAR	Taiwan	Registered	25
Haggar Clothing Co.	176437	HAGGAR	Turkey	Registered	25
Haggar Clothing Co.	21873	HAGGAR	United Arab Emirates	Registered	25
Haggar Clothing Co.	1217916	HAGGAR	United Kingdom	Registered	25
Haggar Clothing Co.	728590	HAGGAR	United States of America	Registered	25
Haggar Clothing Co.	2525912	HAGGAR	United States of America	Registered	25
Haggar Clothing Co.	2284986	HAGGAR	United States of America	Registered	25
Haggar Clothing Co.	53038	HAGGAR & Label Design	Benelux	Registered	25
Haggar Clothing Co.	1981 3123VR	HAGGAR & Label Design	Denmark	Registered	25
Haggar Clothing Co.	15692	HAGGAR & Label Design	Dominican Republic	Registered	25
Haggar Clothing Co.	86256	HAGGAR & Label Design	Finland	Registered	25
Haggar Clothing Co.	B11984	HAGGAR & Label Design	Jamaica	Registered	25
Haggar	111425	HAGGAR & Label	Norway	Registered	25

Owner	Registration No.	Mark	Country	Mark Status	Class
Clothing Co.		Design			
Haggar Clothing Co.	199789	HAGGAR & Label Design	Paraguay	Registered	25
Haggar Clothing Co.	178325	HAGGAR & Label Design	Sweden	Registered	25
Haggar Clothing Co.	1081852	HAGGAR & Label Design	United States of America	Registered	25
Haggar Clothing Co.	336935	HAGGAR & Label Design	Uruguay	Registered	25
Haggar Clothing Co.	64974-F	HAGGAR & Label Design	Venezuela	Registered	25
Haggar Clothing Co.	TMA141243	HAGGAR and Label Design	Canada	Registered	25
Haggar Clothing Co.	55742	HAGGAR and Label Design	Greece	Registered	25
Haggar Clothing Co.	14427	HAGGAR and Label Design	Honduras	Registered	25
Haggar Clothing Co.	98/09362	HAGGAR CLOTHING CO.	South Africa	Registered	35
Haggar Clothing Co.	2199945	HAGGAR CLOTHING CO.	United States of America	Registered	35
Haggar Clothing Co.	TMA462650	HAGGAR FOR HER	Canada	Registered	25
Haggar Clothing Co.	2089610	HAGGAR IMPERIAL	Japan	Registered	17
Haggar Clothing Co.	Haggar Clothing Co.TMA455119	HAGGAR LOAFERS	Canada	Registered	25
Haggar Clothing Co.	TMA455120	HAGGAR NOVA	Canada	Registered	25
Haggar Clothing Co.	1465600	HAGGAR NOVA	United States of America	Registered	25
Haggar Clothing Co.	847658	HAGGAR SLACKS: THEY JUST FIT BETTER NATURALLY & Design	United States of America	Registered	25
Haggar Clothing Co.	3204775	HAGGAR WRINKLE-FREE	Japan	Registered	25
Haggar Clothing Co.	B599872	HAGGAR WRINKLE-FREE COTTONS	Australia	Registered	25
Haggar Clothing Co.	TMA474529	HAGGAR WRINKLE-FREE COTTONS	Canada	Registered	25
Haggar Clothing Co.	82/0768	IMPERIAL BY HAGGAR	South Africa	Registered	25
Haggar Clothing Co.	TMA376400	LOAFERS	Canada	Registered	25
Haggar	802773	MUSTANG	United States of	Registered	25

Owner	Registration No.	Mark	Country	Mark Status	Class
Clothing Co.			America		
Haggar Clothing Co.	1871947	MUSTANG	United States of America	Registered	25
Haggar Clothing Co.	362418	MUSTANG & Design	United States of America	Registered	25
Haggar Clothing Co.	685075	OUTER RIM	Mexico	Registered	25
Haggar Clothing Co.	2474405	OUTER RIM	United States of America	Registered	25
Haggar Clothing Co.	TMA511259	PURE COTTON HAGGAR CLOTHING EST. 1926 DALLAS TX	Canada	Registered	25
Haggar Clothing Co.	1751701	REED ST. JAMES	Argentina	Registered	25
Haggar Clothing Co.	TMA333506	REED ST. JAMES	Canada	Registered	25
Haggar Clothing Co.	158825	REED ST. JAMES	Germany	Registered	25
Haggar Clothing Co.	1567271	REED ST. JAMES	United States of America	Registered	25
Haggar Clothing Co.	1747763	REED ST. JAMES LOAFERS	Argentina	Registered	25
Haggar Clothing Co.	1559917	REED ST. JAMES LOAFERS	United States of America	Registered	25
Haggar Clothing Co.	3344550	STUFF YOU CAN WEAR	Japan	Registered	25
Haggar Clothing Co.	2760030	TEMPRATECH	United States of America	Registered	25
Haggar Clothing Co.	859574	THE GALLERY BY HAGGAR	Mexico	Registered	25
Haggar Clothing Co.	1073225	THE GALLERY BY HAGGAR	United States of America	Registered	25