

11-08-2005

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2006)

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



MRO  
11/7/05  
RE

103053427

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Haggar Clothing Co.

- Individual(s)
- General Partnership
- Corporation- State: Nevada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Merrill Lynch Capital  
Internal  
Address: a Div of Merrill Lynch Business Financial Services  
Street Address: 222 N. LaSalle Street, 16th floor  
City: Chicago  
State: Illinois  
Country: USA Zip: 60601

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship USA

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 1, 2005  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78582394, 76618588, 76618508, 78663878, 76613299,  
78657158, 78657098, 76611914, 76582190, 76542283,  
76542286, 76542284, 76542830, 78164529, 78725381

B. Trademark Registration No.(s)  
838874, 2493005, 2449484, 2343328, 2367399, 2794896,  
1323391, 816138, 1525819, 728590, 2525912.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christina McClure  
Internal Address: c/o Latham & Watkins LLP  
Street Address: 233 S. Wacker Drive, Suite 5800  
City: Chicago  
State: Illinois Zip: 60606-6401  
Phone Number: (312) 876-6557  
Fax Number: (312) 993-9767  
Email Address: christina.mcclure@lw.com

6. Total number of applications and registrations involved:

39

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 990

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Signature: \_\_\_\_\_ Date: November 3, 2005  
Christina McClure, Paralegal  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

11-08-2005 DBYRNE 00000051 78582394

01 FC:8521  
02 FC:8522  
03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**4B. Trademark Registration No.(s)**

2284986  
1081852  
2199945  
1465600  
847658  
802773  
1871947  
362418  
2474405  
1567271  
1559917  
2760030  
1073225

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of November, 2005 by Haggard Clothing Co., a Nevada corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

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);

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.

[signature page follows]

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

**HAGGAR CLOTHING CO.**

By:   
Its: CEO

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill  
Lynch Business Financial Services Inc.,  
as Administrative Agent

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

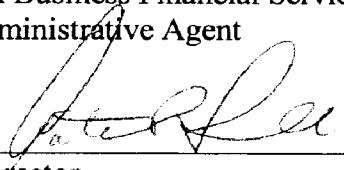
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HAGGAR CLOTHING CO.**

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

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill  
Lynch Business Financial Services Inc.,  
as Administrative Agent

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

**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 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

C:\N\Portb\NPALIB2\RB6\3234100\_4.DOC (7491)

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