

11-08-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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



MKD
11/7/05
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103053426

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 Women's Wear, Ltd.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

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
- Security Agreement
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No.(s)
76458168

B. Trademark Registration No.(s)
1701873, 1463674, 2562273, 1056636, 1678633, 2543905, 2543905, 1165621, 1486958, 2299585, 1768117.

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:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440

- 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

November 3, 2005

Date

Christina McClure, Paralegal

Signature of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

11/08/2005 BYRNE 00000052 76548168

01 FC:0521
02 FC:0522
03 FC:0523

Document 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

TRADEMARK
REEL: 003192 FRAME: 0162

4B. Trademark Registration No.(s)

2160295

2315388

1745243

2812269

2893762

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of November, 2005 by Hagggar Women's Wear, Ltd., a Texas limited partnership ("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"):

W I T N E S S E T H

WHEREAS, Hagggar 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.


[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 _____
Title 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.

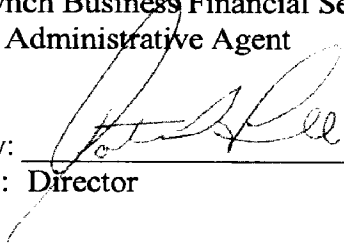
HAGGAR WOMEN'S WEAR, LTD.

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

By _____
Title _____

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**

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

TRADEMARK REGISTRATIONS

Owner	Registration No.	Mark	Country	Mark Status	Class
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

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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