

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Haggar Clothing Co.		08/14/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Wachovia Capital Finance Corporation (New England)
Street Address:	One Post Office Square, Suite 3600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	0838874	2030
Registration Number:	2493005	AMERICAN GENERATIONS
Registration Number:	2449484	BLACK LABEL
Registration Number:	2367399	CITY CASUALS
Registration Number:	3017060	COMFORT EQUIPPED
Registration Number:	2794896	COOL 18
Registration Number:	3228308	ENTERPRISE
Registration Number:	1323391	EXPANDOMATIC
Registration Number:	1525819	EZ'S BY HAGGAR
Registration Number:	0728590	HAGGAR
Registration Number:	2284986	HAGGAR
Registration Number:	2525912	HAGGAR
Registration Number:	3142699	HAGGAR
Registration Number:	3120016	HAGGAR

OP \$1140.00 0838874

Registration Number:	2199945	HAGGAR CLOTHING CO.
Registration Number:	1465600	HAGGAR NOVA
Registration Number:	0847658	HAGGAR SLACKS "THEY JUST FIT BETTER NATURALLY"
Registration Number:	1081852	HAGGAR
Registration Number:	0362418	MUSTANG
Registration Number:	0802773	MUSTANG
Registration Number:	1871947	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:	3098207	WORK TO WEEKEND
Registration Number:	3228793	WORK TO WEEKEND
Serial Number:	77017844	PROXHEALTH
Serial Number:	77080745	BLIND COW
Serial Number:	77080770	
Serial Number:	78899734	COMFORT LUXE
Serial Number:	77010366	DO-IT TO-IT
Serial Number:	78899743	ESSENTIAL COMFORT
Serial Number:	78899729	EXECUTIVE CLASS
Serial Number:	78899712	EZ'S
Serial Number:	78940292	GENTLEMEN'S SUPPLY COMPANY
Serial Number:	78904568	HYDRO BUFFED
Serial Number:	78805379	JOSEPH M. HAGGAR
Serial Number:	77080334	MAKING THINGS RIGHT
Serial Number:	78790704	Q
Serial Number:	78771671	QUALITY FOR LIFE
Serial Number:	77080321	SUIT UP SYSTEM
Serial Number:	78913685	TOTAL PERFORMANCE
Serial Number:	78913704	ULTRA PERFORMANCE

CORRESPONDENCE DATA

Fax Number: (917)368-7136

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 003604 FRAME: 0807

Phone: 212-905-3662
Email: mfarinas@oshr.com
Correspondent Name: Mercedes Farinas
Address Line 1: 230 Park Avenue
Address Line 2: Otterbourg, Steindler, Houston & Rosen
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Mercedes Farinas
Signature:	/Mercedes Farinas/
Date:	08/20/2007

Total Attachments: 18

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[Execution]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Agreement"), dated August 14, 2007, is by and between Haggar Clothing Co., a Nevada corporation, ("Debtor"), with its chief executive office at 11511 Luna Road, Dallas, Texas 75234, and Wachovia Capital Finance Corporation (New England), a Massachusetts corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at One Post Office Square, Suite 3600, Boston, Massachusetts 02109.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, may be using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as such term is defined in the Loan Agreement); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties, as such term is defined in the Loan Agreement) a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names and

service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, trade names, service marks and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest and lien granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations, other than indemnities and contingent Obligations which have not yet accrued, are outstanding):

(a) Except for Trademarks that are abandoned or otherwise not maintained in accordance with Section 3(g) hereof, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (subject to liens, claims and encumbrances expressly permitted by the Loan Agreement), and the right and power to grant the security interest granted hereunder. Except as expressly permitted under Section 3(g) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications.

(b) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to file one or more financing

statements (or similar documents) with respect to the Collateral. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in countries other than the United States of America.

(c) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto.

(d) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder upon the occurrence of an Event of Default and for so long as same is continuing.

(e) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral (except for Trademarks that are abandoned or otherwise not maintained in accordance with Section 3(g) hereof), or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtor shall give written notice to Agent promptly after (but in no event later than 30 days after) Debtor files any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in such Trademark in favor of Agent.

(g) Debtor has not abandoned any of the Trademarks and Debtor will not knowingly do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable or canceled; provided, that, Debtor may abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any other Borrower or Guarantor, (ii) such Trademark is not otherwise material to the business of Debtor or any other Borrower or Guarantor in any respect and (iii) such Trademark has produced revenue not in excess of the amount permitted under Section 9.7(b)(vii) of the Loan Agreement. Debtor shall notify Agent immediately if it knows or has

reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Debtor shall render any assistance, as Agent shall determine is reasonably necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks (except for Trademarks that are abandoned or otherwise not maintained in accordance with Section 3(g) hereof) as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party which result could reasonably be expected to have a Material Adverse Effect. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark in any material respect. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(j) Debtor hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) Debtor shall promptly pay Agent and Lenders for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement, shall be part of the Obligations secured hereby and may be charged by Agent to any loan account of Debtor maintained by Agent, at its option.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Financing Agreements is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or required by applicable law:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate in connection with the exercise of its rights and remedies under the Financing Agreements. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor, to the extent not prohibited by applicable law, waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes (subject to Section 6.5 of the Loan Agreement), fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agent and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtor shall remain liable to Agent and the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof, except to the extent that such actions would cause Debtor to violate an agreement with a third party.

(g) All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters may be heard in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days

after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and any of the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or such Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or any of the other Secured Parties.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Haggar Clothing Co.
11511 Luna Road
Dallas, Texas 75234
Attention: Chief Financial Officer
Telephone No.: 214-956-4325
Telecopy No.: 214-956-4239

with a copy to:

Haggar Clothing Co.
11511 Luna Road

Dallas, Texas 75234
Attention: General Counsel
Telephone No.: 214-956-4684
Telecopy No.: 214-956-4561

If to Agent:

Wachovia Capital Finance Corporation
(New England), as Agent
One Post Office Square, Suite 3600
Boston, Massachusetts 02109
Attention: Portfolio Manager
Telephone No.: (617) 338-1998
Telecopy No.: (617) 338-1497

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any of the Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the terms of the Loan Agreement or is otherwise cured. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion

shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

HAGGAR CLOTHING CO.

By: _____

Title: _____

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as Agent

By: Jessica Kenworthy-Caron

Title: Vice President

Trademark Agreement

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	EXPIRATION DATE
2030	USA	838874	11/14/1967	11/14/2007
AMERICAN GENERATIONS	USA	2493005	9/25/2001	9/25/2007
BLACK LABEL	USA	2449484	5/08/2001	5/08/2011
CITY CASUALS	USA	2367399	7/18/2000	7/18/2010
CITY CASUALS	CANADA	488857	1/30/1998	1/30/2013
CITY CASUALS	EUROPEAN COMMUNITY	796250	10/04/1999	4/14/2008
CITY CASUALS	UNITED KINGDOM	2013171	6/25/1998	3/03/2015
COMFORT EQUIPPED	USA	3017060	11/22/2005	11/22/2011
COMFORT EQUIPPED	CANADA	682032	2/21/2007	2/21/2022
COMFORT EQUIPPED	MEXICO	916833	1/26/2006	3/16/2015
COMFORT EQUIPPED	UNITED KINGDOM	2387283	9/02/2005	3/17/2015
COOL 18	USA	2794896	12/16/2003	12/16/2013
COOL 18	MEXICO	869518	2/24/2005	1/03/2015
COTTON FLEX	EUROPEAN COMMUNITY	000844258	9/30/1999	6/08/2008
ENTERPRISE	USA	3228308	4/10/2007	4/10/2017
ENTERPRISE	EUROPEAN COMMUNITY	4028767	1/17/2006	9/15/2014
ENTERPRISE	MEXICO	859128	11/18/2004	8/23/2014
EXPANDOMATIC	USA	1323391	3/05/1985	3/05/2015
EZ'S BY HAGGAR	USA	1525819	2/21/1989	2/21/2009
EZ'S BY HAGGAR	CANADA	539092	1/03/2001	1/03/2016
EZ'S BY HAGGAR	MEXICO	384066	9/25/1990	3/07/2015
EZ'S BY HAGGAR	SOUTH AFRICA	887336	6/14/1991	8/23/2008
FOREVER NEW	MEXICO	845273	8/03/2004	7/15/2014
GENTLEMEN'S CLOSET	CANADA	508803	3/03/1999	3/03/2014
HAGGAR	USA	728590	3/13/1962	3/13/2012
HAGGAR	USA	2284986	10/12/1999	10/12/2009
HAGGAR	USA	2525912	1/01/2002	1/01/2012
HAGGAR	USA	3142699	9/12/2006	9/12/2016
HAGGAR	USA	3120016	7/25/2006	7/25/2016

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	EXPIRATION DATE
HAGGAR	AUSTRALIA	401025	12/08/1987	12/09/2014
HAGGAR	AUSTRALIA	620080	10/3/1996	1/11/2014
HAGGAR	BAHRAIN	24893	2/16/2002	12/15/2008
HAGGAR	CANADA	431641	8/12/1994	8/12/2009
HAGGAR	CHILE	650963	4/13/1982	4/13/2012
HAGGAR	COSTA RICA	30155	10/24/1990	10/24/2010
HAGGAR	DOMINICAN REPUBLIC	156514	9/29/2006	9/29/2016
HAGGAR	EUROPEAN COMMUNITY	001690551	11/20/2001	6/05/2010
HAGGAR	GUATEMALA	103271	2/18/2000	2/18/2010
HAGGAR	HONG KONG	B164178	11/29/1978	6/27/2012
HAGGAR	INDIA	436580	2/26/1993	4/16/2016
HAGGAR	IRELAND	101922	3/08/1984	6/20/2010
HAGGAR	JAPAN	4403453	7/28/2000	7/28/2010
HAGGAR	JORDAN	85276	4/12/2006	4/12/2016
HAGGAR	KOREA	142526	6/25/1987	6/25/2017
HAGGAR	KUWAIT	43189	2/24/2003	2/24/2009
HAGGAR	MACAU	21407	7/07/2006	7/07/2013
HAGGAR	MALAYSIA (SABAH)	S21710	7/13/1977	7/13/2008
HAGGAR	MALAYSIA	95006709	9/05/2002	7/05/2012
HAGGAR	MEXICO	374371	3/23/1990	10/06/2014
HAGGAR	NEW ZEALAND	152398	2/13/1990	4/26/2015
HAGGAR	NICARAGUA	20136 CC	7/15/1991	7/14/2011
HAGGAR	PANAMA	15012501	11/27/2006	4/03/2016
HAGGAR	PERU	115476	5/22/2006	5/22/2016
HAGGAR	PORTUGAL	332974	4/12/1999	4/12/2009
HAGGAR	SAUDI ARABIA	51251	12/25/1999	11/11/2008
HAGGAR	SINGAPORE	T7460536I	3/13/1976	4/09/2015
HAGGAR	SOUTH AFRICA	820767	2/02/1982	2/02/2012
HAGGAR	SWITZERLAND	311444	11/25/1981	2/13/2011
HAGGAR	TAIWAN	776720	9/16/1997	9/15/2007
HAGGAR	TURKEY	176437	2/19/1998	3/18/2016
HAGGAR	UNITED ARAB EMIRATES	21873	8/15/1999	11/14/2008
HAGGAR	UNITED KINGDOM	1217916	8/06/1986	5/02/2015
HAGGAR	VENEZUELA	243753P	12/20/2002	12/20/2012
HAGGAR CLOTHING CO.	USA	2199945	10/27/1998	10/27/2008
HAGGAR CLOTHING	SOUTH AFRICA	9809362	10/08/2002	6/02/2008

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	EXPIRATION DATE
CO.				
HAGGAR FOR HER	CANADA	462650	8/30/1996	8/30/2011
HAGGAR IMPERIAL	JAPAN	2089610	10/26/1988	10/26/2008
HAGGAR LOAFERS	CANADA	455119	3/15/1996	3/15/2011
HAGGAR NOVA	USA	1465600	11/17/1987	11/17/2007
HAGGAR NOVA	CANADA	455120	3/15/1996	3/15/2011
HAGGAR SLACKS "THEY JUST FIT BETTER NATURALLY"	USA	847658	4/16/1968	4/16/2008
HAGGAR & DESIGN	USA	1081852	1/10/1978	1/10/2008
HAGGAR & LABEL DESIGN	DENMARK	31231981	10/23/1981	10/23/2011
HAGGAR & LABEL DESIGN	FINLAND	86256	7/20/1983	7/20/2013
HAGGAR & LABEL DESIGN	JAMAICA	B11984	1/29/1969	3/23/2012
HAGGAR & LABEL DESIGN	NORWAY	11425	6/17/1982	6/17/2012
HAGGAR & LABEL DESIGN	PARAGUAY	199789	6/19/1967	8/12/2007
HAGGAR & LABEL DESIGN	SWEDEN	178325	9/25/1981	9/25/2011
HAGGAR & LABEL DESIGN	URUGUAY	336935	7/16/1970	1/31/2012
HAGGAR & LABEL DESIGN	VENEZUELA	64974-F	5/05/1971	5/05/2011
HAGGAR & LABEL DESIGN	CANADA	141243	7/23/1965	7/23/2010
HAGGAR & LABEL DESIGN	HONDURAS	14427	8/16/1967	8/16/2007
HAGGAR SLACKS AND LABEL DESIGN	GREECE	55742	11/22/1975	11/22/2015
HAGGAR WRINKLE- FREE COTTONS	AUSTRALIA	B599872	10/11/1995	4/06/2010
HAGGAR WRINKLE- FREE COTTONS	CANADA	474529	4/10/1997	4/10/2012
IMPERIAL BY HAGGAR	SOUTH AFRICA	820768	3/09/1984	2/02/2012
JOSEPH M. HAGGAR	HONG KONG	300575811	2/02/2006	
JOSEPH M. HAGGAR	JAPAN	4998563	10/27/2006	
LOAFERS	CANADA	376400	11/30/1990	11/30/2020

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	EXPIRATION DATE
MUSTANG & DESIGN	USA	362418	11/15/1938	11/15/2008
MUSTANG	USA	802773	1/25/1966	1/25/2016
MUSTANG	USA	1871947	1/03/1995	1/03/2015
OUTER RIM	USA	2474405	7/31/2001	7/31/2011
OUTER RIM	MEXICO	685075	1/31/2001	4/28/2010
PURE COTTON HAGGAR CLOTHING EST. 1926 DALLAS TX	CANADA	511259	4/28/1999	4/28/2014
REED ST. JAMES	USA	1567271	11/21/1989	11/21/2009
REED ST. JAMES	ARGENTINA	1751701	9/07/1999	9/07/2009
REED ST. JAMES	CANADA	333506	10/30/1987	10/30/2017
REED ST. JAMES	GERMANY	1158825	5/14/1990	9/06/2009
REED ST. JAMES LOAFERS	USA	1559917	10/10/1989	10/10/2009
REED ST. JAMES LOAFERS	ARGENTINA	1747763	8/05/1999	8/05/2009
STUFF YOU CAN WEAR	JAPAN	3344550	9/05/1997	
TEMPRATECH	USA	2760030	9/02/2003	9/02/2013
THE GALLERY BY HAGGAR	USA	1073225	9/13/1977	9/13/2007
THE GALLERY BY HAGGAR	MEXICO	859574	11/24/2004	1/29/2014
WORK TO WEEKEND	USA	3098207	5/30/2006	5/30/2016
WORK TO WEEKEND	USA	3228793	4/10/2007	4/10/2017

TRADEMARK APPLICATION	COUNTRY	APPLICATION/SERIAL NUMBER	APPLICATION DATE
A GENTLEMEN'S DISAGREEMENT	USA	77017844	10/10/2006
BLACK LABEL	CANADA	885193	7/23/1998
BLIND COW	USA	77080745	1/11/2007
BLIND COW & DESIGN	USA	77080770	1/11/2007
COOL 18	CANADA	1241764	12/22/2004
COMFORT LUXE	USA	78899734	6/02/2006
DO-IT TO-IT	USA	77010366	9/29/2006
ENTERPRISE	CANADA	1227980	8/23/2004
ESSENTIAL COMFORT	USA	78899743	6/02/2006
EXECUTIVE CLASS	USA	78899729	6/02/2006
EZ'S	USA	78899712	6/02/2006
EZ'S	CANADA	1305084	6/13/2006

TRADEMARK APPLICATION	COUNTRY	APPLICATION/SERIAL NUMBER	APPLICATION DATE
GENTLEMEN'S SUPPLY COMPANY	USA	78940292	7/28/2006
HAGGAR	ARGENTINA	2646675	1/23/2006
HAGGAR	BANGLADESH	96545	1/22/2006
HAGGAR	BRAZIL	828194971	2/17/2006
HAGGAR	CHINA	3220147	6/24/2002
HAGGAR	EGYPT	182318	1/29/2006
HAGGAR	KENYA	58653	2/10/2006
HAGGAR	PAKISTAN	217472	1/21/2006
HAGGAR	PHILIPPINES	42006000768	1/24/2006
HAGGAR	RUSSIAN FED.	2006701178	1/24/2006
HAGGAR	SRI LANKA	130029	1/26/2006
HAGGAR	THAILAND	616955	2/03/2006
HAGGAR	UKRAINE	200600918	1/25/2006
HAGGAR	VIETNAM	4200602230	2/17/2006
HYDRO BUFFED	USA	78904568	6/09/2006
JOSEPH M. HAGGAR	USA	78805379	2/02/2006
JOSEPH M. HAGGAR	CHINA	5280139	4/11/2006
JOSEPH M. HAGGAR	MEXICO	764328	2/02/2006
JOSEPH M. HAGGAR	TAIWAN	095006248	2/10/2006
MAKING THINGS RIGHT	USA	77080334	1/10/2007
MAKING THINGS RIGHT	CANADA	1334460	1/30/2007
Q DESIGN	USA	78790704	1/12/2006
QUALITE A VIE	CANADA	1334049	2/05/2007
QUALITY FOR LIFE	USA	78771671	12/12/2005
QUALITY FOR LIFE	CANADA	1335471	2/06/2007
QUALITY FOR LIFE	MEXICO	772046	3/15/2006
SUIT UP SYSTEM	USA	77080321	1/10/2007
TOTAL PERFORMANCE	USA	78913685	6/21/2006
ULTRA PERFORMANCE	USA	78913704	6/21/2006

