

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 Women's Wear, Ltd.		12/31/2008	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Perseus Market Opportunity Fund, L.P.
Street Address:	1325 Avenue of the Americas
Internal Address:	25th floor (c/o Perseus, L.L.C.)
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED PARTNERSHIP:

Name:	Grand Wealth Group Limited
Street Address:	510 King's Road
Internal Address:	c/o 10/F Island Place Tower
City:	North Point
State/Country:	HONG KONG
Entity Type:	COMPANY: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1678633	LINDSEY SCOTT
Registration Number:	1165621	MELISSA PETITES
Registration Number:	3176814	MULTIPLES
Registration Number:	1768117	STEPHANIE THOMAS
Registration Number:	1745243	VICTORIA MORGAN
Registration Number:	2893762	WXRLD
Registration Number:	2812269	Y?

TRADEMARK

CH \$190.00 1678633

CORRESPONDENCE DATA

Fax Number: (703)720-7399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-720-7033
Email: colleen.mcduffie@aporter.com
Correspondent Name: Colleen H. McDuffie
Address Line 1: 1600 Tysons Boulevard
Address Line 2: Suite 900
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	20852.002
-------------------------	-----------

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Colleen H. McDuffie
--------------------	---------------------

Signature:	/Colleen H. McDuffie/
------------	-----------------------

Date:	01/14/2009
-------	------------

Total Attachments: 18
source=HaggarWomensWearTM Sec Agree#page1.tif
source=HaggarWomensWearTM Sec Agree#page2.tif
source=HaggarWomensWearTM Sec Agree#page3.tif
source=HaggarWomensWearTM Sec Agree#page4.tif
source=HaggarWomensWearTM Sec Agree#page5.tif
source=HaggarWomensWearTM Sec Agree#page6.tif
source=HaggarWomensWearTM Sec Agree#page7.tif
source=HaggarWomensWearTM Sec Agree#page8.tif
source=HaggarWomensWearTM Sec Agree#page9.tif
source=HaggarWomensWearTM Sec Agree#page10.tif
source=HaggarWomensWearTM Sec Agree#page11.tif
source=HaggarWomensWearTM Sec Agree#page12.tif
source=HaggarWomensWearTM Sec Agree#page13.tif
source=HaggarWomensWearTM Sec Agree#page14.tif
source=HaggarWomensWearTM Sec Agree#page15.tif
source=HaggarWomensWearTM Sec Agree#page16.tif
source=HaggarWomensWearTM Sec Agree#page17.tif
source=HaggarWomensWearTM Sec Agree#page18.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "**Agreement**"), dated December 31, 2008, is among Haggar Women's Wear, Ltd., a Texas limited partnership, (the "**Debtor**"), with its chief executive office at 11511 Luna Road, Dallas, Texas 75234, Perseus Market Opportunity Fund, L.P. and Grand Wealth Group Limited, in each case in their capacity as the agents for the ratable benefit of the payees from time to time under the Senior Notes described below (in such capacity, each an "**Agent**," and together the "**Agents**").

W I T N E S S E T H :

WHEREAS, the 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;

WHEREAS, pursuant to those certain Senior Secured Notes, dated as of December 31, 2008 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "**Senior Notes**"), the payees under the Senior Notes (each a "**Secured Party**") have agreed, among other things, to extend credit to the Debtor and certain of its affiliates (collectively, the "**Borrowers**") on the terms and subject to the satisfaction of certain conditions contained therein; and

WHEREAS, it is a condition precedent to the availability of the credit extension and other financial accommodations under the Senior Notes that the Debtor shall have granted certain collateral security as set forth in this Agreement in order to secure the payment and performance of the obligations owed by the Borrowers under the Senior Notes.

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

I. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, the Debtor hereby grants to each Agent (for itself and for the ratable benefit of the Secured Parties) a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "**Collateral**"): (a) all of the Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of the 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 the 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 the Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED. The security interest and lien granted to the Agents for themselves and the ratable benefit of the 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. The Debtor hereby represents, warrants and covenants with and to the Agents and the Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations (other than contingent payment obligations to the extent no adverse claim has been asserted) are outstanding, and the Senior Note Financing Agreements shall not have terminated, the Senior Notes shall not have expired, been cancelled or cash collateralized and the security interest and lien granted hereof shall not have terminated in accordance with the terms hereof):

(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 the Debtor owns the sole, full and clear title thereto (subject to liens, claims and encumbrances expressly permitted by the Senior Notes or other Senior Note Financing Agreements), and the right and power to grant the security interest and lien granted hereunder. Except as expressly permitted under Section 3(g) hereof, the Debtor shall, at the 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) The Debtor shall, at the Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by any 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. The Debtor hereby authorizes each Agent to file one or more financing statements (or similar documents) with respect to the Collateral. The Debtor further authorizes each 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, the 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) The Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to each Agent five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for, subject to the Intercreditor Agreement, the implementation of the assignment, sale or other disposition of the Collateral pursuant to any Agent's exercise of the rights and remedies granted to the Agents hereunder upon the occurrence of an Event of Default and for so long as same is continuing.

(e) Any Agent may, in its discretion, pay any amount or do any act which the Debtor fails to pay or do as required hereunder or as requested by any 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. The Debtor shall be liable to such Agent for any such payment, which payment shall be payable on demand, shall constitute Obligations, shall bear interest until paid at the Default Rate and shall be secured by the Collateral.

(f) The Debtor shall give written notice to each Agent promptly after (but in no event later than 30 days after) the 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, the 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, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of any Agent, the Debtor shall promptly execute and deliver to such Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by such Agent to evidence the security interest in such Trademark in favor of the Agents for the ratable benefit of the Secured Parties.

(g) The Debtor has not abandoned any of the Trademarks, and the Debtor will not knowingly do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable or canceled; provided, that, the 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 the Debtor, the Parent, any other Borrower or any of their respective affiliates or subsidiaries, (ii) such Trademark is not otherwise material to the business of the Debtor, the Parent, any other Borrower or any of their respective affiliates or subsidiaries in any respect and (iii) such Trademark has not produced more than \$50,000 in revenue in the immediately two (2) consecutive years prior to such proposed abandonment or cancellation. The Debtor shall notify the Agents immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) The Debtor shall render any assistance, as any Agent shall determine is reasonably necessary, to such 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 the Debtor's exclusive property and to protect such Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) To the 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 the Agents and the Secured Parties, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agents 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 the Debtor is a party which result could reasonably be expected to have a Material Adverse Effect. The Debtor shall promptly notify the Agents if the 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. Subject to the Intercreditor Agreement, if requested by any Agent, the Debtor, at the Debtor's expense, shall join with such Agent in such action as such Agent, in such Agent's discretion, may deem advisable for the protection of such Agent's interest in and to the Trademarks.

(j) Without limitation of its indemnification obligations under the other Senior Note Financing Agreements, the Debtor hereby agrees to indemnify each Agent, each Secured Party and each of their respective affiliates and their respective members, partners, directors, officers, employees, agents and advisors of each Agent and each Secured Party and each of their respective affiliates (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, claims, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, fees and disbursements of counsel and in-house documentation and diligence fees and legal expenses) which may be imposed on, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such obligations, penalties, actions, judgments, suits, costs, disbursements, losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. The foregoing indemnity shall survive the payment of the Obligations (other than contingent payment obligations to the extent no adverse claim has been asserted), termination of the other Senior Note Financing Agreements and expiration, cancellation or cash collateralization of the Senior Notes.

(k) The Debtor shall promptly pay any Agent and any Secured Party for any and all expenditures made by such Agent or such Secured Party 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, shall constitute Obligations, shall bear interest until paid at the Default Rate and shall be secured by the Collateral.

4. EVENTS OF DEFAULT. The occurrence or existence of an Event of Default under the Senior Notes or any of the other Senior Note 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 the Agents or the Secured Parties, whether provided under this Agreement or any other Senior Note Financing Agreement, applicable law or otherwise, subject to the Intercreditor Agreement, each Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, the Debtor except as such notice or consent is expressly provided for hereunder or required by applicable law:

(a) Each Agent may require that neither the Debtor nor any affiliate or subsidiary of the Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Each 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 the Agents by the Debtor or any subsidiary or affiliate of the Debtor or for such other reason as such Agent may determine.

(b) Each Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as such Agent shall in its discretion deem appropriate in connection with the exercise of its rights and remedies under this Agreement or any other Senior Note Financing Agreement. 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) Each 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 the Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to the Debtor of any proposed disposition shall be deemed reasonable notice thereof and the Debtor, to the extent not prohibited by applicable law, waives any other notice with respect thereto. Each Agent shall have the power to buy the Collateral or any part thereof, and each Agent shall also have the power to execute assurances and perform all other acts which such Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, the 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, each Agent may at any time execute and deliver on behalf of the 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. The Debtor agrees to pay such Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and reasonable attorneys' fees and legal expenses. The Debtor agrees that no Agent or Secured Party has any obligation to preserve rights to the Trademarks against any other parties.

(e) Each 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 such Agent. Thereafter, such Agent may apply any remaining proceeds to such of the Obligations as such Agent may in its discretion determine. The Debtor shall remain liable to the Agents and the Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and the Debtor shall pay any Agent on demand any such unpaid amount, together with interest at Default Rate.

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

(g) All of the Agents' rights and remedies, whether provided under this Agreement or any other Senior Note Financing Agreement, 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 any Agent or any 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 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) The 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 any 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 in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement 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 each Agent shall have the right to bring any action or proceeding against the Debtor or its property in the courts of any other jurisdiction

which such Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).

(c) The 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 any Agent's option, by service upon the Debtor in any other manner provided under the rules of any such courts.

(d) THE DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE DEBTOR 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 EACH AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE DEBTOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(e) The powers conferred on the Agents hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon any Agent or any Secured Party to exercise any such powers. The Agents and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and no Agent and no Secured Party shall have any liability to the Debtor (whether in tort, contract, equity or otherwise) for losses suffered by the 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 such Agent or such Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by such Agent or such Secured Party.

7. MISCELLANEOUS.

(a) Subject to the Intercreditor Agreement, the Agents shall promptly distribute all payments and proceeds under this Agreement on behalf of the Debtor to each Secured Party in proportion to the aggregate amount of principal, interest and other amounts then due and owing to such Secured Party under the Senior Notes and, without duplication, this Agreement.

(b) 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 the Debtor: Haggar Women's Wear, Ltd.
11511 Luna Road
Dallas, Texas 75234
Attention: Chief Financial Officer
Telephone No.: (214) 956-4325
Facsimile No.: (214) 956-4239

with a copy to: Haggar Women's Wear, Ltd.
11511 Luna Road
Dallas, Texas 75234
Attention: General Counsel
Telephone No.: (214) 956-4684
Facsimile No.: (214) 956-4561

If to Perseus: Perseus Market Opportunity Fund, L.P.
c/o Perseus, L.L.C.
1325 Avenue of the Americas, 25th Floor
New York, New York 10019
Attention: Brian Leitch
Telephone No.: (212) 651-6400
Facsimile No.: (212) 651-6399

with copies to: Perseus Market Opportunity Fund, L.P.
c/o Perseus, L.L.C.
2099 Pennsylvania Avenue, NW,
Suite 900
Washington, DC 20006-1813
Attention: Teresa Y. Bernstein, Esq.
Telephone No.: (202) 452-0101
Facsimile No.: (202) 429-0588

and

Arnold & Porter LLP
1600 Tysons Boulevard, Suite 900
McLean, VA 22102-4865
Attention: Robert Ott, Esq.
Telephone No.: (703) 720-7000
Facsimile No.: (703) 720-7399

If to Grand Wealth: Grand Wealth Group Limited
c/o 10/F Island Place Tower
510 King's Road
North Point
Hong Kong
Attention: Dr Ho Ting Seng

Telephone No.: (852) 29078888
Facsimile No.: (852) 29078118

(c) Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Senior Notes. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to the Debtor, any Agent or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other Person herein, shall include their respective successors and permitted 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 or otherwise cured, in each case in accordance with the terms of the Senior Notes. All references to the term "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.

(d) This Agreement, together with the other Senior Note Financing Agreements, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that the Debtor may not assign its rights or obligations hereunder without the written consent of the Agents. Except as otherwise permitted hereby, no sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the security interest and lien granted to the Agents hereunder.

(e) 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.

(f) 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 each Agent. None of the Agents nor any of the Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of such Agent or such Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by any Agent or any Secured Party 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 such Agent or such Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) 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 facsimile 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 facsimile 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.

(h) This Agreement is subject to, and subordinated in the manner set forth in, the Intercreditor Agreement. In the event of any inconsistency with the terms of this Agreement or any of the Senior Note Financing Agreements and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

HAGGARD WOMEN'S WEAR, LTD.,
By: Jurell Clothing Management, Inc., its general partner

By: [Signature]

Name: Fred L. Day

Title: CEO

PERSEUS MARKET OPPORTUNITY FUND,
L.P., as an Agent

By: _____

Name: _____

Title: _____

GRAND WEALTH GROUP LIMITED, as an Agent

By: _____

Name: _____

Title: _____

Signature Page to the Haggard Women's Wear Ltd.
Trademark Security Agreement

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

HAGGAR WOMEN'S WEAR, LTD.,
By: Jerrell Clothing Management, Inc., its general partner

By: _____

Name: _____

Title: _____

PERSEUS MARKET OPPORTUNITY FUND,
L.P., as an Agent

By: JP. Lada

Name: Brian Lester

Title: Senior Manager Director

GRAND WEALTH GROUP LIMITED, as an Agent

By: _____

Name: _____

Title: _____

Signature Page to the Hagggar Women's Wear Ltd.
Trademark Security Agreement

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

HAGGAR WOMEN'S WEAR, LTD.,
By: Jerell Clothing Management, Inc., its general partner

By: _____

Name: _____

Title: _____

PERSEUS MARKET OPPORTUNITY FUND,
L.P., as an Agent

By: _____

Name: _____

Title: _____

GRAND WEALTH GROUP LIMITED, as an Agent

By: Ho Ting Seng

Name: HO TING SENG

Title: DIRECTOR

Signature Page to the Hagggar Women's Wear Ltd.
Trademark Security Agreement

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Registration Number	Registration Date	Expiration Date
ALI MILES	MEXICO	443030	09/29/1993	07/13/2012
LINDSEY SCOTT	USA	1678633	03/10/1992	03/10/2012
MELISSA	MEXICO	454397	09/29/1993	07/13/2012
MELISSA PETITES	USA	1165621	08/18/1981	08/18/2011
MULTIPLES	USA	3176814	11/28/2006	11/28/2016
MULTIPLES	HONG KONG	B00303	01/29/1992	10/27/2009
STEPHANIE THOMAS	USA	1768117	04/27/1993	04/27/2013
VICTORIA MORGAN	USA	1745243	01/05/1993	01/05/2013
WXRLD & Design	USA	2893762	10/12/2004	10/12/2014
Y & Design	USA	2812269	02/10/2004	02/10/2014

Trademark Application	Application/Serial Number	Application Date
None.		

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

On this 26th day of December, 2008, before me personally came Marc W. Joseph to me known, who being duly sworn, did depose and say, that he is the secretary of Haggard Women's Wear, Ltd., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Cecilia A. Bradley
Notary Public

SPECIAL POWER OF ATTORNEY

STATE OF Texas)
COUNTY OF Dallas) ss.:

KNOW ALL MEN BY THESE PRESENTS, that Hagggar Women's Wear, Ltd. ("the Debtor"), having an office at 11511 Luna Road, Dallas, Texas 75234, hereby appoints and constitutes, severally, Perseus Market Opportunity Fund, L.P., as an Agent ("the Agent"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Debtor in and to any trademarks and all registrations, recordings, reissues, extensions and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which the Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, among the Debtor, the Agent and Grand Wealth Group Limited, as an agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full (other than contingent payment obligations to the extent no adverse claim has been asserted) and the Security Agreement is terminated in writing by the Agent and Grand Wealth Group Limited.

Dated: December __, 2008

HAGGAR WOMEN'S WEAR, LTD.,
By: Jerrell Clothing Management, Inc., its
general partner

By: 

Name: Marc W. Joseph

Title: Secretary

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

On this 26th day of December, 2008, before me personally came Marc W. Joseph to me known, who being duly sworn, did depose and say, that he is the Secretary of Haggard Women's Wear, Ltd., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Cecilia A. Bradley
Notary Public