

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchased Asset Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joseph Abboud		12/19/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Men's Wearhouse, Inc.		
Street Address:	6380 ROGERDALE ROAD		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77072		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3432562	JAZ	
CORRESPONDENCE DATA			
Fax Number:	2123183400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 318 3183		
Email:	mmutterperl@fulbright.com, mrosenfeld@fulbright.com, nyipdocket@fulbright.com		
Correspondent Name:	Mark N. Mutterperl		
Address Line 1:	Fulbright & Jaworski LLP, 666 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	11201466		
NAME OF SUBMITTER:	Mark N. Mutterperl		
Signature:	/Mark N. Mutterperl/		

Date:

04/03/2013

Total Attachments: 4

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PURCHASED ASSET ASSIGNMENT AGREEMENT

PURCHASED ASSET ASSIGNMENT AGREEMENT, made and entered into as of December 31, 2012 (this “**Assignment**”) from Joseph Abboud, an individual residing in Bedford, New York (“**Assignor**”) to The Men’s Wearhouse, Inc., a Texas corporation (“**Assignee**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 19, 2012 (the “**APA**”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor of the Purchased Assets;

WHEREAS, it is the parties’ intention to reflect the entirety of the sale, transfer, conveyance, assignment and delivery to Assignee of the Purchased Assets in which Assignor has an interest by the execution and delivery, at the Closing, of the APA and this Assignment;

WHEREAS, the execution and delivery of this Assignment is a condition to the obligations of each of the parties to the APA to consummate the transactions contemplated thereunder;

WHEREAS, Assignor is the owner of the Purchased Assets as set forth in the APA and set forth on Schedule A attached hereto, including the JAZ trademark, U.S. Registration No. 3,432,562, and all goodwill associated therewith (the “**Mark**”); and

WHEREAS, in accordance with the terms of the APA, Assignor will assign all of its rights in and to the Purchased Assets, including but not limited to the **Mark** to Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms, conditions and agreements contained herein and in the APA and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Sale and Assignment of the Purchased Assets and the Mark. Effective as of the Closing, on the terms and subject to the conditions set forth in the Transaction Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all right, title and interest of Assignor in and to all of the Purchased Assets, including but not limited to the **Mark**, and all goodwill associated therewith, together with the right to recover damages and profits and to pursue all other remedies for past infringements thereof, free and clear of any and all Encumbrances (other than Permitted Encumbrances) of any and every kind, nature and description.
2. Authorization. Assignor hereby authorizes the United States Patent and Trademark Office, domain name registrars, and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record, register and transfer all registrations for the Purchased Assets, including but not limited to the **Marks**, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

3. Further Assurances. Subject to the provisions of this Assignment and the APA, each of the parties hereto agrees, at the sole cost and expense of the requesting party, to execute, acknowledge, deliver, file and record, at the reasonable request of the other party hereto, such further certificates, amendments, instruments and documents, and to do all such other acts and things, as such other party may reasonably request in order to carry out the intent and purpose of this Assignment. Assignor further covenants and agrees that Assignor will at any time upon request of Assignee made on a reasonable basis, and at Assignee's sole cost and expense, communicate to Assignee any material facts relating to the Purchased Assets, including but not limited to the Mark, known to Assignor.

4. Assignability; No Third-Party Beneficiaries. This Assignment shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing in this Assignment is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the parties hereto.

5. Amendment, Waiver and Termination. This Assignment may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto.

6. Subject to the APA. In the event of any conflict or other difference between the APA and this Assignment, the provisions of the APA shall govern and control.

7. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law or regulation, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment and (d) in lieu of such illegal, invalid or unenforceable provision, the parties shall negotiate in good faith to add to this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. Counterparts. This Assignment may be executed in several counterparts (including by facsimile or electronic delivery (PDF)), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

9. Governing Law. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or related to this Assignment or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the Laws of the State of New York, applicable to contracts executed in and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof.

[Signature Page Follows]

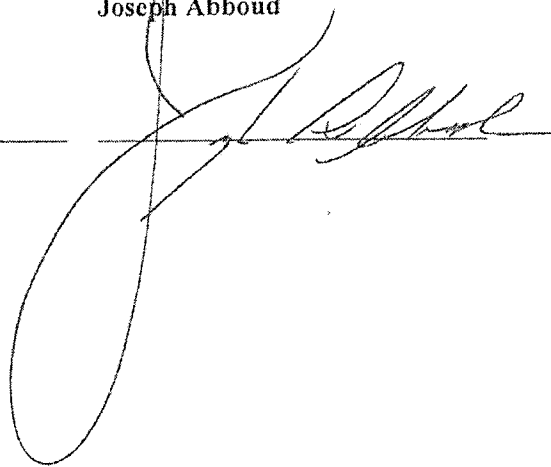
IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first above written.

Joseph Abboud

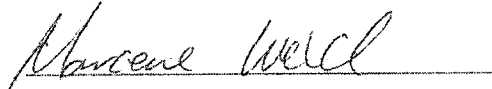
Date: 12/19/2012

STATE OF New York)

COUNTY OF New York)

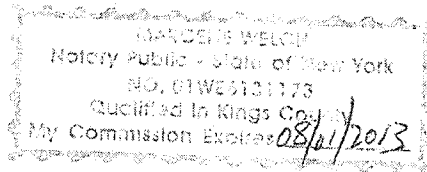


On this 19 day of December, 2012, personally appeared before me Joseph M. ABBOUD, who acknowledged that he/she signed this instrument as a free act on behalf of himself.



Notary Public

My commission expires: 08/01/2013



Schedule A to Assignment

1. All of Seller's worldwide right, title and interest in, to and under the "JAZ" (composite) trademark (Registration Number: 3,432,562) (the "Mark") and the goodwill of the business symbolized thereby and associated therewith;
2. All materials related to the Mark designed or created on or prior to the Closing Date, including, but not limited to, any labels, designs, patterns or images or other collateral materials, created in connection with or incorporating the Mark (the "Collateral Materials");
3. Any variations and derivatives of the Mark and the Collateral Materials;
4. All Intellectual Property and all of Seller's or its Affiliates' rights under any Intellectual Property assignment agreement or similar agreement to the extent related to the Mark or the Collateral Materials, (including the Mark, the Collateral Materials and the assets referred to in Section 2.1(c), the "Purchased Intellectual Property");
5. All rights to receive payments from any Person related to the other Purchased Assets;
6. All claims and defenses of Seller or its Subsidiaries against third parties to the extent relating to the Purchased Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including all rights of Seller or its Subsidiaries under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with products or services purchased by Seller in respect of the Purchased Assets;
7. All advertising, marketing and promotional materials, studies, reports and all other printed or written materials, in each case relating to the Purchased Assets; and
8. The goodwill associated with the Purchased Assets.