

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Joseph A. Bank Mfg. Co., Inc., as Borrower		06/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	2200 Ross Avenue, 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1182109	JOS. A. BANK	
Registration Number:	1337264	JOS. A. BANK	
Registration Number:	2128802	THE MIRACLE COLLECTION	
Registration Number:	2738121	VACATION IN PARADISE	
Registration Number:	2767513	JOS. A. BANK VACATION IN PARADISE	
Registration Number:	2854305	JOS. A. BANK V.I.P.	
Registration Number:	3528637	TRAVELER CREASE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	06/23/2014		

OP \$190.00 1182109

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

The Joseph A. Bank Mfg. Co., Inc., as Borrower

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 18, 2014

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 2200 Ross Avenue, 9th Floor

City: Dallas

State: Texas

Country: USA Zip: 75201

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Schedule II

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: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 57320.0630

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved: 7

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

06/20/2014
Date

Name of Person Signing

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

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

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 18, 2014 (this "Agreement"), among The Men's Wearhouse, Inc., a Texas corporation (the "Company"), each of the U.S. Subsidiary Borrowers from time to time party hereto (and, together with the Company, the "Borrowers"), the other Loan Parties from time to time party thereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of June 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Moores the Suit People Inc. (the "Canadian Borrower"), the Lenders from time to time party thereto, JPMCB, as Administrative Agent, and JPMorgan Chase Bank, N.A. Toronto Branch, as Canadian Administrative Agent, and (b) the Pledge and Security Agreement dated as of June 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Borrowers, the Canadian Borrower, the other Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Loan Parties party hereto are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Pledge and Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Pledge and Security Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

- (a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and
- (b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registra-

tions and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing in no event shall Patent and Trademark Collateral include "intent-to-use" trademark or service mark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.


SECTION 3. Pledge and Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

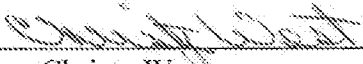
THE JOSEPH A. BANK MFG. CO., INC.,

By: 
Name/ Jon W. Kimmins
Title/ Executive Vice President,
Treasurer and Chief Financial Officer

[Signature Page to Men's Wearhouse ABL Patent and Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005307 FRAME: 0724

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Christy West
Title: Authorized Officer

[Signature Page to Men's Wearhouse ABL Patent and Trademark Security Agreement Supplement No. 1]

TRADEMARK
REEL: 005307 FRAME: 0725

SCHEDULE I

Patents Owned by The Joseph A. Bank Mfg. Co., Inc.

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE II

Trademarks Owned by The Joseph A. Bank Mfg. Co., Inc.

U.S. Trademark Registrations

Mark	Registration No.
JOS A. BANK	1,182,109
JOS. A. BANK	1,337,264
THE MIRACLE COLLECTION	2,128,802
VACATION IN PARADISE	2,738,121
JOS. A. BANK VACATION IN PARADISE	2,767,513
JOS. A. BANK V.I.P.	2,854,305
TRAVELER CREASE	3,528,637

Canadian Trademark Registrations

Mark	Registration No.
JOS. A. BANK CLOTHIERS	TMA330124

U.S. Trademark Applications

None.

Canadian Trademark Applications

None.