

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Men's Wearhouse, Inc., as Borrower		06/18/2014	CORPORATION: TEXAS
JA Apparel Corp., a Delaware corporation, as Borrower		06/18/2014	CORPORATION: DELAWARE
K&G Men's Company Inc., a Delaware corporation, as Borrower		06/18/2014	CORPORATION: DELAWARE
Moores the Suit People Inc., a Canadian Corporation, as Borrower		06/18/2014	CORPORATION: CANADA

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: 139

Property Type	Number	Word Mark
Registration Number:	0840537	JOSEPH & FEISS
Registration Number:	1116883	TODAY'S MAN
Registration Number:	1194483	TODAY'S MAN
Registration Number:	1267287	AFTER HOURS
Registration Number:	1348160	KILBURN & FINCH
Registration Number:	1433036	CAMBRIDGE BAY
Registration Number:	1479687	MITCHELL'S FORMAL WEAR
Registration Number:	1511073	CRICKETEER
Registration Number:	1518539	SMALLS FORMALWEAR
Registration Number:	1521918	THE MEN'S WEARHOUSE
Registration Number:	1535407	WR WILKE-RODRIGUEZ
Registration Number:	1537450	JOSEPH & FEISS
Registration Number:	1646078	PRONTO UOMO

TRADEMARK

900292940

REEL: 005307 FRAME: 0746

OP \$3490.00 0840537

Property Type	Number	Word Mark
Registration Number:	1672903	MEN'S WEARHOUSE
Registration Number:	1724782	TAILORS ROW
Registration Number:	1738832	JEFFREY MORTON FORMAL WEAR
Registration Number:	1875326	TAILORS ROW
Registration Number:	1878996	TUXEDOS BY GINGISS
Registration Number:	1976462	WR WILKE-RODRIGUEZ
Registration Number:	2056065	ROBERTO VILLINI
Registration Number:	2096201	S&K FAMOUS BRANDS
Registration Number:	2121497	I GUARANTEE IT!
Registration Number:	2165445	TWINHILL
Registration Number:	2167997	VERSINI
Registration Number:	2201032	SUITS UNIVERSITY
Registration Number:	2274160	S&K AMERICA'S SUIT STORE
Registration Number:	2279745	SUITS UNIVERSITY THE MEN'S WEARHOUSE
Registration Number:	2287625	YOU'RE GOING TO LIKE THE WAY YOU LOOK
Registration Number:	2367145	MEN'S WEARHOUSE MW
Registration Number:	2374245	THE MEN'S WEARHOUSE
Registration Number:	2396130	AFTER HOURS
Registration Number:	2448040	MEN'S WEARHOUSE MW
Registration Number:	2458708	THE SUIT WAREHOUSE
Registration Number:	2493230	COMMON THREADS
Registration Number:	2628470	THE SUIT WAREHOUSE
Registration Number:	2646478	PRONTO UOMO
Registration Number:	2724639	TECHNO-CARE
Registration Number:	2732778	PRONTO UOMO
Registration Number:	2840595	GUY'D LINES
Registration Number:	2968432	AFTERHOURS FORMALWEAR
Registration Number:	3011207	AFTER HOURS FORMALWEAR
Registration Number:	3035841	WE GUARANTEE IT!
Registration Number:	3101312	TECHNO - CARE
Registration Number:	3118837	PERFECT FIT A REWARDS PROGRAM TAILORED T
Registration Number:	3143336	M W MWCLEANERS
Registration Number:	3143503	BLACK TIE SERVICE
Registration Number:	3149783	M W
Registration Number:	3152051	YOU'RE GOING TO LIKE THE WAY WE CARE FOR
Registration Number:	3152055	YOU'RE GOING TO LIKE THE WAY WE CARE FOR
Registration Number:	3152080	WE GUARANTEE IT!
Registration Number:	3155007	MWCLEANERS
Registration Number:	3160709	MW MW CLEANERS

TRADEMARK

REEL: 005307 FRAME: 0747

Property Type	Number	Word Mark
Registration Number:	3163585	MW CLEANERS
Registration Number:	3166522	YOU'RE GOING TO LIKE THE WAY WE CARE FOR
Registration Number:	3193810	GINGISS FORMALWEAR
Registration Number:	3194243	MEN'S WEARHOUSE
Registration Number:	3228977	S&K
Registration Number:	3412978	JEFFREY MORTON BY AFTER HOURS FORMALWEAR
Registration Number:	3432562	JAZ
Registration Number:	3441820	MW TUX
Registration Number:	3458726	MW TUX
Registration Number:	3557482	TWINHILL
Registration Number:	3702254	CASUAL KNOW-HOW
Registration Number:	3798222	MEN'S WEARHOUSE AND TUX
Registration Number:	3859235	PERFECT FIT
Registration Number:	3897650	KO EGARA
Registration Number:	3921056	MEMORIES GOWN PRESERVATION
Registration Number:	3932979	NATIONAL SUIT DRIVE
Registration Number:	3939108	THERE'S A PLACE MEN BELONG. THAT PLACE I
Registration Number:	3992341	WILKE RODRIGUEZ
Registration Number:	4023622	KO E G A R A
Registration Number:	4158803	MEN'S WEARHOUSE BIG & TALL
Registration Number:	4203637	PRONTO UOMO
Registration Number:	4269306	BLUE PRONTO UOMO
Registration Number:	4276747	ALTAMODA BY MW
Registration Number:	4377285	MAKING OUR PLANET MORE SUITABLE
Registration Number:	4422004	WE'LL HELP MAKE YOUR WEDDING YOURS
Registration Number:	4433417	GIVE A SUIT. CHANGE A LIFE.
Registration Number:	4486138	PROM NATION
Registration Number:	4498215	MEN'S WEARHOUSE OUTLET
Registration Number:	1675915	JOSEPH ABBOUD
Registration Number:	1756084	JOSEPH ABBOUD
Registration Number:	2357617	JOSEPH ABBOUD
Registration Number:	2408887	JOSEPH ABBOUD
Registration Number:	2408888	
Registration Number:	2471279	JOSEPH ABBOUD
Registration Number:	3305296	
Registration Number:	3379359	JOSEPH ABBOUD JEANS INC.
Registration Number:	3472863	CLIMADAPT
Registration Number:	3534494	JOSEPH ABBOUD
Registration Number:	3345626	JOE JOSEPH ABBOUD

TRADEMARK

REEL: 005307 FRAME: 0748

Property Type	Number	Word Mark
Registration Number:	3464403	
Registration Number:	3935012	YOUR SHOES SAY A LOT ABOUT WHERE YOU'RE
Registration Number:	3994655	NUVO
Registration Number:	4376842	J
Registration Number:	4407532	JOSEPH ABBOUD
Registration Number:	4407533	
Registration Number:	1476932	PAULO SOLARI
Registration Number:	2043876	LINEAGE
Registration Number:	2329603	K & G
Registration Number:	2441020	K & G MEN'S SUPERSTORE
Registration Number:	2454543	K & G
Registration Number:	2500963	LINEAGE
Registration Number:	2652205	GERALD AUSTIN
Registration Number:	2687370	K & G FOR MEN. FOR WOMEN. FOR LESS.
Registration Number:	2735504	K & G SUPERSTORE
Registration Number:	2759790	K & G FOR MEN. FOR LESS.
Registration Number:	2760180	LINEA UOMO
Registration Number:	2801539	LINEA UOMO
Registration Number:	2905329	LINEA UOMO
Registration Number:	2970392	K & G FASHION SUPERSTORE
Registration Number:	3180573	K&G
Registration Number:	3812118	GIANNI ORVIETTO
Registration Number:	3924182	LD LINEA DONNA
Registration Number:	4053894	COME TO SHOP. PREPARE TO SAVE.
Registration Number:	4231816	LD LINEA DONNA
Registration Number:	4356929	LD LINEA DONNA
Registration Number:	4356930	LD LINEA DONNA PLATINUM
Registration Number:	2584668	WELL MADE WELL PRICED WELL DRESSED
Registration Number:	2682336	MOORES CLOTHING FOR MEN
Registration Number:	3747201	MOORES THE SUIT PEOPLE
Serial Number:	85599259	CONVENIENCE PLUS
Serial Number:	85675994	MY WAY VALET
Serial Number:	85675997	MY WAY CLEANERS
Serial Number:	85676004	DELIVERED MY WAY
Serial Number:	85794675	CONVENIENCE MY WAY
Serial Number:	85794681	CONVENIENCE YOUR WAY
Serial Number:	85882529	ALTAMODA BY MW
Serial Number:	85911387	LOOKMAKER
Serial Number:	85921978	KO EGARA

TRADEMARK

REEL: 005307 FRAME: 0749

Property Type	Number	Word Mark
Serial Number:	85974010	KID'S WEARHOUSE
Serial Number:	85974014	CHILDREN'S WEARHOUSE
Serial Number:	85974768	WE GUARANTEE IT!
Serial Number:	86008202	WOMEN'S WEARHOUSE
Serial Number:	86111386	PERFECT FIT CORPORATE
Serial Number:	86228030	KO EGARA
Serial Number:	86269507	MEN'S WEARHOUSE
Serial Number:	86046320	JOSEPH ABOUD CUSTOM
Serial Number:	85320112	JOSEPH ABOUD

CORRESPONDENCE DATA

Fax Number:

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.

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

Total Attachments: 22

source=47a - Patent and Trademark Security Agreement (TMW)#page1.tif
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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 Men's Wearhouse, Inc., as Borrower

- Individual(s)
- Partnership
- Corporation- State: Texas
- 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)

See Schedule II

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:

139

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

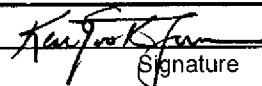
- Authorized to be charged to deposit account
- Enclosed

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:

22

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

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

JA Apparel Corp., a Delaware corporation, as Borrower
Citizenship – USA – DE
6100 Stevenson Blvd.
Fremont, CA 94538

K&G Men's Company Inc., a Delaware corporation, as Borrower
Citizenship – USA – DE
1225 Chattahoochee Avenue NW
Atlanta, GA 30318

Moores the Suit People Inc., a Canadian corporation, as Borrower
Citizenship – Canada – Ontario
129 Carlingview Dr., Etobicoke
Ontario, Canada M9W5E7

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, Moores the Suit People Inc. ("Moores" and, together with the Company and the U.S. Subsidiary Borrowers, the "Borrowers"), the other Loan Parties from time to time party hereto 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, the Lenders from time to time party thereto, JPMCB, as Administrative Agent, and JPMorgan Chase Bank, N.A. Toronto Branch, as Canadian Administrative Agent, (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 other Loan Parties from time to time party thereto and JPMCB, as Administrative Agent and (c) the Canadian Pledge and Security Agreement, dated as of June 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Pledge and Security Agreement" and together with the Pledge and Security Agreement, the "Pledge and Security Agreements"), among Moores, the other grantors 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 Borrowers under the Credit Agreement, 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. 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 in the Company and U.S. Subsidiary Borrowers. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Pledge and Security Agreement), the Company and U.S. Subsidiary Borrowers (the "U.S. Grantors" and each a "U.S. 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 (as defined in the Pledge and Security Agreement), 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 U.S. Grantor or in, to or under which such U.S. 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 registrations 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. Grant of Security Interest in Moores. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Canadian Pledge and Security Agreement), Moores, pursuant to the Canadian Pledge and Security Agreement, did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties (as defined in the Canadian Pledge and Security Agreement), 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 Moores or in, to or under which Moores now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all patents of the United States of America, and all applications for patent of the United States of America, including those listed on Schedule I, and (ii) all reissues, reexaminations, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to exclude others from making, using or selling the inventions or designs disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, brand 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, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, including those listed on Schedule II, and (ii) all extensions or renewals thereof, , (iii) all goodwill associated therewith or symbolized thereby and (iv) 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 applications prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 4. Pledge and Security Agreements. 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 or Canadian Pledge and Security Agreement, as applicable. 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 Agreements, 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 Agreements or Canadian Pledge and Security Agreement, as applicable, the terms of the Pledge and Security Agreement or Canadian Pledge and Security Agreement with respect to Moores, as applicable, shall govern.

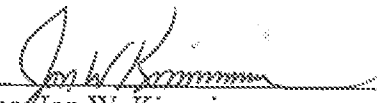
SECTION 5. UCC Financing Statements. In connection with the perfection of liens under this Agreement and under the Canadian Pledge and Security Agreement, Moores hereby authorizes the Administrative Agent to file UCC financing statements with the applicable filing office in Washington, District of Columbia or other applicable jurisdiction to effectuate the perfection of its security interest in the Collateral located in the United States.

SECTION 6. 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.

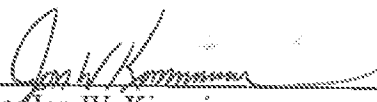
[Signature Pages Follow]

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

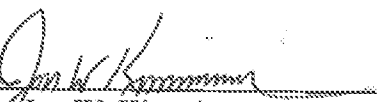
THE MEN'S WEARHOUSE, INC.,

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

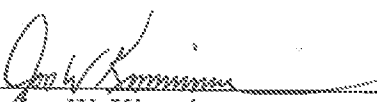
MOORES THE SUIT PEOPLE INC.,

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

JA APPAREL, LLC,

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

K&G MEN'S COMPANY 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]

TRADEMARK
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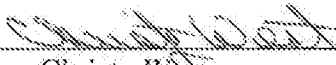
JA APPAREL CORP.

By: Kelly M. Ditts

Name: Kelly M. Ditts

Title: Senior Vice President - Finance

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]

SCHEDULE I

Patents Owned by The Men's Wearhouse, Inc.

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE I

Patents Owned by JA Apparel Corp.

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE I

Patents Owned by K&G Men's Company Inc.

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE I

Patents Owned by Moores the Suit People Inc.

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE II

Trademarks Owned by The Men's Wearhouse, Inc.

U.S. Trademark Registrations

Mark	Registration No.
JOSEPH & FEISS	840,537
TODAY'S MAN	1,116,883
TODAY'S MAN	1,194,483
AFTER HOURS	1,267,287
KILBURNE AND FINCH & Design	1,348,160
CAMBRIDGE BAY	1,433,036
MITCHELL'S FORMAL WEAR & Design	1,479,687
CRICKETEER	1,511,073
SMALLS FORMAL WEAR	1,518,539
THE MEN'S WEARHOUSE	1,521,918
WR WILKE-RODRIGUEZ & Design (Name in Initial Caps)	1,535,407
JOSEPH & FEISS	1,537,450
PRONTO UOMO	1,646,078
MEN'S WEARHOUSE	1,672,903
TAILORS ROW	1,724,782
JEFFREY MORTON FORMAL WEAR	1,738,832
TAILORS ROW	1,875,326
TUXEDOS BY GINGISS	1,878,996
WR WILKE-RODRIGUEZ & Design	1,976,462
ROBERTO VILLINI	2,056,065
S&K FAMOUS BRANDS	2,096,201
I GUARANTEE IT!	2,121,497
TWINHILL	2,165,445
VERSINI	2,167,997
SUITS UNIVERSITY	2,201,032
S&K AMERICA'S SUIT STORE & Design	2,274,160
SUITS UNIVERSITY THE MEN'S WEARHOUSE & Design (Circle)	2,279,745
YOU'RE GOING TO LIKE THE WAY YOU LOOK	2,287,625
MEN'S WEARHOUSE MW & Design (Old Logo)	2,367,145
THE MEN'S WEARHOUSE	2,374,245
AFTER HOURS	2,396,130
MEN'S WEARHOUSE MW & Design (Old Logo)	2,448,040
THE SUIT WAREHOUSE	2,458,708

COMMON THREADS	2,493,230
THE SUIT WAREHOUSE & Design	2,628,470
PRONTO UOMO	2,646,478
TECHNO-CARE	2,724,639
PRONTO UOMO	2,732,778
GUY'D LINES	2,840,595
AFTER HOURS FORMALWEAR & Design	2,968,432
AFTER HOURS FORMALWEAR	3,011,207
WE GUARANTEE IT!	3,035,841
TECHNO-CARE	3,101,312
PERFECT FIT A REWARDS PROGRAM TAILORED TO YOU & Design (Black and white)	3,118,837
M W MWCLEANERS & Design (New Logo, black and white)	3,143,336
BLACK TIE SERVICE	3,143,503
M W & Design (New Logo, black and white)	3,149,783
YOU'RE GOING TO LIKE THE WAY WE CARE FOR YOUR CLOTHING... OR IT'S ON US. I GUARANTEE IT	3,152,051
YOU'RE GOING TO LIKE THE WAY WE CARE FOR YOUR CLOTHING... OR IT'S ON US. I GUARANTEE IT!	3,152,055
WE GUARANTEE IT!	3,152,080
MWCLEANERS (Stylized) (New Logo)	3,155,007
MW MW CLEANERS & Design (New MW Logo)	3,160,709
MW CLEANERS	3,163,585
YOU'RE GOING TO LIKE THE WAY WE CARE FOR YOUR CLOTHING... OR IT'S ON US	3,166,522
GINGISS FORMALWEAR & Design	3,193,810
MEN'S WEARHOUSE	3,194,243
S&K	3,228,977
JEFFREY MORTON BY AFTER HOURS FORMAL WEAR	3,412,978
JAZ & Design	3,432,562
MW TUX & Design (MW logo)	3,441,820
MWTUX	3,458,726
TWINHILL	3,557,482
CASUAL KNOW-HOW	3,702,254
MEN'S WEARHOUSE AND TUX	3,798,222
PERFECT FIT	3,859,235
KO EGARA	3,897,650
MEMORIES GOWN PRESERVATION &	3,921,056

Design	
NATIONAL SUIT DRIVE	3,932,979
THERE'S A PLACE MEN BELONG. THAT PLACE IS MEN'S WEARHOUSE.	3,939,108
WILKE RODRIGUEZ	3,992,341
KO EGARA & Design	4,023,622
MEN'S WEARHOUSE BIG & TALL	4,158,803
PRONTO UOMO	4,203,637
BLUE PRONTO UOMO	4,269,306
ALTAMODA BY MW	4,276,747
MAKING OUR PLANET MORE SUITABLE	4,377,285
WE'LL HELP MAKE YOUR WEDDING YOURS	4,422,004
GIVE A SUIT. CHANGE A LIFE.	4,433,417
PROM NATION	4,486,138
MEN'S WEARHOUSE OUTLET	4,498,215

Canadian Trademark Registrations

Mark	Registration No.
THE MEN'S WEARHOUSE	TMA548,926
MEN'S WEARHOUSE	TMA755535
YOU'RE GOING TO LIKE THE WAY YOU LOOK.	TMA526,671
GIORGIO FELLINI	TMA546,118
MW MEDIA GROUP	TMA597,486
ASK GEORGE	TMA615,866
WE GUARANTEE IT!	TMA745,685
WILKE RODRIGUEZ	TMA817,376
EGARA	TMA853,059
KO EGARA & Design	TMA853,058
JOSEPH & FEISS	TMA390,874
COX & HAWKENS	TMA372,605
PERFECT FIT A REWARDS PROGRAM TAILORED TO YOU & Design	TMA684,084
MEN'S WEARHOUSE MW & Design (Old Logo)	TMA566,294
MWCLEANERS	TMA744,058
TECHNO-CARE	TMA640,879
M W MWCLEANERS (BLACK AND WHITE) (NEW LOGO)	TMA755480
MW CLEANERS & Design (New MW Logo)	TMA751020
MW CUSTOM & Design	TMA755,536

MW TUX & Design (MW logo)	TMA779,834
MEN'S WEARHOUSE AND TUX	TMA823,926
I GUARANTEE IT!	TMA584,781
MENSWEARHOUSE.COM	TMA559,691
THE KIDS WEARHOUSE	TMA508,466
GUY'D LINES	TMA628,697
PRONTO-UOMO	TMA622,708
PRONTO-UOMO & Design	TMA407,909
TWINHILL & Design	TMA520,241
WR WILKE-RODRIGUEZ & DESIGN (NAME IN INITIAL CAPS)	TMA372,307
PERFECT FIT	TMA684,085
MENS WEARHOUSE MW & Design	TMA876,280
WE GUARANTEE IT!	TMA751,840
MEMORIES GOWN PRESERVATION & Design	TMA851,421
TWINHILL	TMA807,814
SUITS UNIVERSITY	TMA542,329
TWINHILL	TMA692,835
COMMON THREADS	TMA550,866

U.S. Trademark Applications

Mark	Application No.
CONVENIENCE PLUS	85/599,259
MY WAY VALET	85/675,994
MY WAY CLEANERS	85/675,997
DELIVERED MY WAY	85/676,004
CONVENIENCE MY WAY	85/794,675
CONVENIENCE YOUR WAY	85/794,681
ALTAMODA BY MW	85/882,529
LOOKMAKER	85/911,387
KO EGARA	85/921,978
KID'S WEARHOUSE	85,974,010
CHILDREN'S WEARHOUSE	85/974,014
WE GUARANTEE IT!	85/974,768
WOMEN'S WEARHOUSE	86/008,202
PERFECT FIT CORPORATE	86/111,386
KO EGARA & Design	86/228,030
MEN'S WEARHOUSE	86/269,507

Canadian Trademark Applications

Mark	Application No.
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WOMEN'S WEARHOUSE	1,478,433
CANADIAN SUIT DRIVE	1,473,796
MAKING OUR PLANET MORE SUITABLE	1,600,226
PROM NATION	1,622,028
MEN'S WEARHOUSE BIG & TALL	1,543,845
KO EGARA	1,650,936
LOOKMAKER	1,646,256
TAILORED FOR CANADA. TAILORED FOR YOU	1,630,421
PERFECT FIT CORPORATE	1,675,869
UNLEASH YOUR INNER STYLE	1,622,030

SCHEDULE II

Trademarks Owned by JA Apparel Corp.

U.S. Trademark Registrations

Mark	Registration No.
JOSEPH ABBOUD	1,675,915
JOSEPH ABBOUD	1,756,084
JOSEPH ABBOUD	2,357,617
JOSEPH ABBOUD	2,408,887
Design (Diamond, 2 bars with white border)	2,408,888
JOSEPH ABBOUD	2,471,279
Design (Diamond, 2 bars)	3,305,296
JOSEPH ABBOUD JEANS INC. & Design	3,379,359
CLIMADAPT	3,472,863
JOSEPH ABBOUD	3,534,494
JOE JOSEPH ABBOUD	3,345,626
Design (Dog Head in Diamond logo)	3,464,403
YOUR SHOES SAY A LOT ABOUT WHERE YOU ARE GOING	3,935,012
NUVO	3,994,655
J & Design (Diamond)	4,376,842
JOSEPH ABBOUD	4,407,532
Design (Diamond, 2 bars)	4,407,533

Canadian Trademark Registrations

Mark	Application No.
JOSEPH ABBOUD	TMA422,111
JOSEPH ABBOUD	TMA512,584
JOSEPH ABBOUD	TMA509,744
Design (Diamond, 3 bars)	TMA645,012

U.S. Trademark Applications

Mark	Application No.
JOSEPH ABBOUD CUSTOM	86/046,320
JOSEPH ABBOUD	85/320,112

Canadian Trademark Applications

Mark	Application No.
JOE JOSEPH ABBOUD & Design	1,554,985
J & Design (Diamond)	1,554,984

Design (Diamond, 2 bars)	1,535,944
JOSEPH ABOUD CUSTOM	1,663,307
JOSEPH ABOUD	1,535,937

SCHEDULE II

Trademarks Owned by K&G Men's Company Inc.

U.S. Trademark Registrations

Mark	Registration No.
PAULO SOLARI	1476932
LINEAGE	2,043,876
K & G	2,329,603
K & G MEN'S SUPER STORE	2,441,020
K & G	2,454,543
LINEAGE	2,500,963
GERALD AUSTIN	2,652,205
K & G FOR MEN. FOR WOMEN. FOR LESS.	2,687,370
K & G SUPERSTORE	2,735,504
K & G FOR MEN. FOR LESS.	2,759,790
LINEA UOMO & Design	2,760,180
LINEA UOMO	2,801,539
LINEA UOMO & Design	2,905,329
K & G FASHION SUPERSTORE	2,970,392
K & G	3,180,573
GIANNI ORVIETTO	3,812,118
LD LINEA DONNA & Design (Vertical Logo)	3,924,182
COME TO SHOP. PREPARE TO SAVE.	4,053,894
LD LINEA DONNA & Design (Horizontal Logo)	4,231,816
LD LINEA DONNA & Design	4,356,929
LD LINEA DONNA PLATINUM & Design	4,356,930

Canadian Trademark Registrations

Mark	Registration No.
LINEAGE	TMA529,689
K & G FASHION SUPERSTORE	TMA752311
LINEAGE	TMA574,707
LINEAGE	1,582,167
LINEA UOMO & DESIGN	TMA490,087
K & G	744,605

U.S. Trademark Applications

None.

Canadian Trademark Applications

None.

SCHEDULE II

Trademarks Owned by Moores The Suit People Inc.

U.S. Trademark Registrations

Mark	Registration No.
WELL MADE. WELL PRICED. WELL DRESSED	2,584,668
MOORES CLOTHING FOR MEN	2,682,336
MOORES THE SUIT PEOPLE (Stylized)	3,747,201

Canadian Trademark Registrations

To Be Filed Separately.

U.S. Trademark Applications

None.

Canadian Trademark Applications

To Be Filed Separately.