

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	2200 Ross Avenue, 9th Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 136**

Property Type	Number	Word Mark
<b>Registration Number:</b>	0840537	JOSEPH & FEISS
<b>Registration Number:</b>	1116883	TODAY'S MAN
<b>Registration Number:</b>	1194483	TODAY'S MAN
<b>Registration Number:</b>	1267287	AFTER HOURS
<b>Registration Number:</b>	1348160	KILBURN & FINCH
<b>Registration Number:</b>	1433036	CAMBRIDGE BAY
<b>Registration Number:</b>	1479687	MITCHELL'S FORMAL WEAR
<b>Registration Number:</b>	1511073	CRICKETEER
<b>Registration Number:</b>	1518539	SMALLS FORMALWEAR
<b>Registration Number:</b>	1521918	THE MEN'S WEARHOUSE
<b>Registration Number:</b>	1535407	WR WILKE-RODRIGUEZ
<b>Registration Number:</b>	1537450	JOSEPH & FEISS
<b>Registration Number:</b>	1646078	PRONTO UOMO
<b>Registration Number:</b>	1672903	MEN'S WEARHOUSE
<b>Registration Number:</b>	1724782	TAILORS ROW

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	3163585	MW CLEANERS
Registration Number:	3166522	YOU'RE GOING TO LIKE THE WAY WE CARE FOR

**TRADEMARK**

Property Type	Number	Word Mark
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
Registration Number:	3464403	
Registration Number:	3935012	YOUR SHOES SAY A LOT ABOUT WHERE YOU'RE <b>TRADEMARK</b>

Property Type	Number	Word Mark
Registration Number:	3994655	NUVO
Registration Number:	4376842	J
Registration Number:	4407532	JOSEPH ABOUD
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
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
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

**TRADEMARK**

**REEL: 005308 FRAME: 0528**

Property Type	Number	Word Mark
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

<b>NAME OF SUBMITTER:</b>	Ken Tan, Legal Assistant
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	06/24/2014

**Total Attachments: 15**

- source=11 - Patent and Trademark Security Agreement#page1.tif
- source=11 - Patent and Trademark Security Agreement#page2.tif
- source=11 - Patent and Trademark Security Agreement#page3.tif
- source=11 - Patent and Trademark Security Agreement#page4.tif
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- source=11 - Patent and Trademark Security Agreement#page6.tif
- source=11 - Patent and Trademark Security Agreement#page7.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)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: Texas  
 Other \_\_\_\_\_

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                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 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: 57320.0631

Email Address: KTan@cahill.com

### 6. Total number of applications and registrations involved:

136

### 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

06/19/2014

Date

Name of Person Signing

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

15

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

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 18, 2014 (this "Agreement"), among The Men's Wearhouse, Inc., a Texas corporation (the "Borrower"), 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 Term Credit Agreement dated as of June 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of June 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the 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 Borrower 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 Borrower, will derive substantial benefits from the extension of credit to the Borrower 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 Collateral 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 Collateral 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 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.

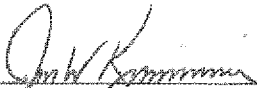
SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral 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 MEN'S WEARHOUSE, INC.,

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

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 Term Loan Patent and Trademark Security Agreement]

TRADEMARK

REEL: 005308 FRAME: 0534

JA APPAREL CORP.

By: Kelly M Dilts

Name: Kelly M. Dilts


Title: Senior Vice President - Finance

[Signature Page to Men's Wearhouse Term Loan Patent and Trademark Security Agreement]

TRADEMARK

REEL: 005308 FRAME: 0535

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: John Kushnerick  
Title: Vice President

*{Signature Page to Men's Wearhouse Term Loan Patent and Trademark Security Agreement}*

**TRADEMARK**  
**REEL: 005308 FRAME: 0536**

SCHEDULE I

Patents Owned by The Men's Wearhouse, Inc.

*U.S. Patent Registration*

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 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 & Design	3,921,056
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

*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

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

*U.S. Trademark Applications*

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

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

*U.S. Trademark Applications*

None.