

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Men's Wearhouse, Inc.		10/25/2017	Corporation: TEXAS
JA Apparel Corp.		10/25/2017	Corporation: DELAWARE
K&G Men's Company Inc,		10/25/2017	Corporation: DELAWARE
The Joseph A. Bank Mfg. Co., Inc.		10/25/2017	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: 36

Property Type	Number	Word Mark
Registration Number:	5114603	TWINHILL
Registration Number:	4935496	JOSEPH & FEISS
Registration Number:	4353891	MADE TO MATTER
Registration Number:	5280668	THE ART OF CUSTOM
Registration Number:	5154325	CLEAN CLUB
Registration Number:	5207810	MW WASH
Registration Number:	5207854	MW WASH MW
Registration Number:	5114088	RISE TO THE OCCASION
Serial Number:	87524093	NATIONAL SUIT DRIVE
Serial Number:	86952186	MW
Registration Number:	4928603	JOSEPH ABBOUD
Registration Number:	4928828	
Registration Number:	5307513	JOSEPH ABBOUD ENVIRONMENTS
Registration Number:	4955665	
Registration Number:	4823367	
Registration Number:	5196411	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4900337	JAZ BY JOSEPH ABOUD
Registration Number:	5228690	JOSEPH ABOUD SOFT
Registration Number:	5219641	THE J.O.E. SURVIVAL
Registration Number:	5247147	JOE
Registration Number:	5274087	JOE JUST ONE EARTH JOSEPH ABOUD
Serial Number:	87225079	JOSEPH ABOUD
Registration Number:	3471447	K&G REWARDS
Registration Number:	5064875	LU LINEA UOMO
Registration Number:	5215142	JOS. A. BANK RESERVE
Registration Number:	5060129	BANK ACCOUNT REWARDS
Registration Number:	5198017	JOS. A. BANK 1905
Registration Number:	5152071	YOUR STYLE INVESTMENT
Registration Number:	5069889	BANK ACCOUNT
Registration Number:	5093743	TRAVELERCREASE
Registration Number:	5179708	JOS. A. BANK EXECUTIVE COLLECTION
Registration Number:	5179709	JOS. A. BANK SIGNATURE COLLECTION
Registration Number:	5179707	JOS. A. BANK TRAVELER'S COLLECTION
Registration Number:	5198430	JOS. A. BANK SIGNATURE GOLD
Registration Number:	5254062	THE NEW TRADITION SINCE 1905
Serial Number:	87048590	JOS. A. BANK SUIT CHALLENGE

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/26/2017

Total Attachments: 19

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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):

- 1. The Men's Wearhouse, Inc.
- 2. JA Apparel Corp.
- 3. K&G Men's Company Inc.
- 4. The Joseph A. Bank Mfg. Co., Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. TX; 2. DE; 3. DE; 4. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 25, 2017

- 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: TX

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) Text

B. Trademark Registration No.(s)

See Schedule II

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: Elaine Carrera, Legal Assistant

Internal Address: _____

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

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

36

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:

Elaine Carrera
Signature

October 25, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

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 October 25, 2017 (this "Agreement"), among The Men's Wearhouse, Inc., a Texas corporation ("TMW"), JA Apparel Corp., a Delaware corporation ("JAC"), K&G Men's Company Inc., a Delaware corporation ("KMC"), The Joseph A. Bank Mfg. Co., Inc., a Delaware corporation ("JABMCI"), Tailored Shared Services, LLC, a Delaware limited liability company ("TSS"), Moores the Suit People Inc., a corporation organized under the laws of New Brunswick ("Moores"), 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 by the Joinder Agreement dated as of June 18, 2014, Amendment No. 1 dated as of July 28, 2014, the Joinder Agreement effective as of January 31, 2016, the Joinder Agreement dated as of June 30, 2016, and Amendment No. 2 dated as of October 25, 2017, and as further 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 supplemented by Supplement No. 1 dated as of June 18, 2014, Supplement No. 2 dated as of January 29, 2016, Supplement No. 3 dated as of June 30, 2016, and as further amended, restated, supplemented or otherwise modified from time to time, the "U.S. Pledge and Security Agreement"), among TMW, each of the U.S. Subsidiary Borrowers from time to time party thereto, 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 U.S. 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.

Each of TMW, JAC, KMC, JABMCI, TSS and Moores is a Loan Party under the Credit Agreement; each of TMW, JAC, KMC, JABMCI and TSS is a grantor under the U.S. Pledge and Security Agreement; and Moores is a grantor under the Canadian Pledge and Security Agreement.

This Agreement supplements (i) the Patent and Trademark Security Agreement dated as of June 18, 2014, among TMW, JAC, KMC, Moores, the other Loan Parties party thereto and JPMCB, as Administrative Agent, and (ii) the Patent and Trademark Security Agreement dated as of June 18, 2014, among JABMCI, the other Loan Parties 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 by Parent 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 U.S. Pledge and Security Agreement), Parent and the U.S. Subsidiary Borrowers (the “U.S. Grantors” and each a “U.S. Grantor”) pursuant to the Pledge and Security Agreement did, and hereby do, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties (as defined in the U.S. 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 “U.S. Grantor Patent and Trademark Collateral”):

(a) (i) all letters patent of the United States of America, Canada 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, Canada or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office, the Canadian Intellectual Property 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, the Canadian Intellectual Property Office or any similar offices in any State of the United States of America, Canada 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.

(c) (i) all industrial designs and intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Canadian Industrial Design Office or in any similar office or agency in any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including those listed on Schedule III.

Notwithstanding the foregoing in no event shall U.S. Grantor Patent and Trademark Collateral include “intent-to-use” trademark or service mark applications filed with the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Grant of Security Interest by 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 “Canadian Grantor Patent and Trademark Collateral” and, together with the U.S. Grantor Patent and Trademark Collateral, “Patent and Trademark Collateral”):

(a) (i) all patents of the United States of America, Canada or the equivalent thereof in any other country, and all applications for patent of the United States of America, Canada or any similar office in any other country, 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, the Canadian Intellectual Property Office or any similar offices in any State of the United States of America, Canada or any similar offices in any country or any political subdivision thereof, 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 Canadian Grantor Patent and Trademark Collateral include “intent-to-use” trademark applications filed with the United States Patent and Trademark Office 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 U.S. 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 U.S. Pledge and Security Agreement or Canadian Pledge and Security Agreement, as applicable, the terms of the U.S. Pledge and Security Agreement, or Canadian Pledge and Security Agreement with respect to Moores, as applicable, shall govern.

SECTION 5. Financing Statements. In connection with the perfection of liens under this Agreement and under the Pledge and Security Agreements, each Loan Party party hereto 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 and authorizes the Canadian Administrative Agent to record filings with the Canadian Intellectual Property Office and to file

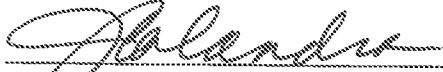
PPSA financing statements with the applicable filing office in each applicable jurisdiction to effectuate the perfection of its security interest in the Collateral located in Canada.

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.

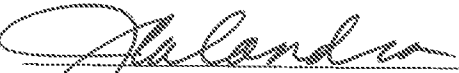
[Signature Pages Follow]

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

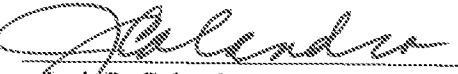
THE MEN'S WEARHOUSE, INC.

By: 
Name: Jack P. Calandra
Title: Executive Vice President, Treasurer
and Chief Financial Officer

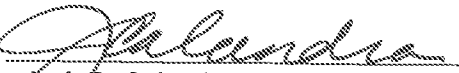
MOORES THE SUIT PEOPLE INC.

By: 
Name: Jack P. Calandra
Title: Executive Vice President, Treasurer
and Chief Financial Officer

K&G MEN'S COMPANY INC.

By: 
Name: Jack P. Calandra
Title: Executive Vice President, Treasurer
and Chief Financial Officer


JA APPAREL CORP.

By: 
Name: Jack P. Calandra
Title: Executive Vice President, Treasurer
and Chief Financial Officer

[Tailored Brands - Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006190 FRAME: 0566

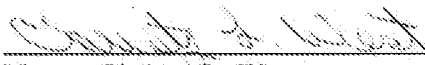
TAILORED SHARED SERVICES, LLC

By: 
Name: Jack P. Calandra
Title: Executive Vice President, Treasurer
and Chief Financial Officer

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

By: 
Name: Jack P. Calandra
Title: Executive Vice President, Treasurer
and Chief Financial Officer

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

By: 
Name: Christy L. West
Title: Authorized Officer

[Tailored Brands - Signature Page to Patent and Trademark Security Agreement]

SCHEDULE I

Patents Owned by The Men's Wearhouse, Inc.

U.S. Patent Registrations

None.

U.S. Patent Applications

Patent Title	Serial No.	Filing Date
Clothing Packaging	29/592,852	02/02/2017
Clothing Packaging	29/573,493	08/05/2016

Patents Owned by JA Apparel Corp.

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

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

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

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

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

Patents Owned by Tailored Shared Services, LLC

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

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.
TWINHILL	5,114,603
JOSEPH & FEISS	4,935,496
MADE TO MATTER	4,353,891
THE ART OF CUSTOM	5,280,668
CLEAN CLUB & DESIGN	5,154,325
MW WASH	5,207,810
MW WASH & DESIGN	5,207,854
RISE TO THE OCCASION	5,114,088

Canadian Trademark Registrations

Mark	Registration No.
MEN'S WEARHOUSE	TMA981860

U.S. Trademark Applications

Mark	Application No.
NATIONAL SUIT DRIVE	87/524,093
MW & DESIGN	86/952,186

Canadian Trademark Applications

Mark	Application No.
WHEN IT COMES TO CUSTOM, IT'S ALL YOU	1,831,141
DESIGNED BY YOU, CRAFTED BY US	1,831,142
WEARANTEE	1,763,691
CLEAN DEAL (Stylized)	1,839,718

SCHEDULE II

Trademarks Owned by JA Apparel Corp.

U.S. Trademark Registrations

Mark	Registration No.
JOSEPH ABBOUD	4,928,603
Design (Diamond, 2 bars)	4,928,828
JOSEPH ABBOUD ENVIRONMENTS	5,307,513
Design (Diamond, 3 bars)	4,955,665
Design (JA Apparel Diamond Rectangle Logo)	4,823,367
Design (JA Apparel Diamond Rectangle Logo)	5,196,411
JAZ BY JOSEPH ABBOUD	4,900,337
JOSEPH ABBOUD SOFT	5,228,690
THE J.O.E. SURVIVAL	5,219,641
JOE	5,247,147
JOE JUS ONE EARTH JOSEPH ABBOUD & DESIGN	5,274,087

Canadian Trademark Registrations

Mark	Registration No.
Design (Diamond Rectangle logo)	TMA979007

U.S. Trademark Applications

Mark	Application No.
JOSEPH ABBOUD & Design (Diamond, 3 bars) Horizontal version	87/225,079

Canadian Trademark Applications

Mark	Application No.
JOSEPH ABBOUD	1,796,902
JOSEPH ABBOUD ENVIRONMENTS	1,792,842
Design (Diamond, 3 bars)	1,749,014
Design (Diamond, 3 bars)	1,796,903
Diamond Device (3 bars)	1,847,796
Design (Diamond Rectangle logo)	1,749,015
Diamond & Rectangle design logo	1,847,797
TRACED FIT BY JOSEPH ABBOUD	1,792,843

JOE	1,761,492
JOE JUST ONE EARTH JOSEPH ABBOUD & DESIGN	1,798,742
JOE & DESIGN (BLACK GLOBE)	1,798,743
JOE JOSEPH ABBOUD & DESIGN	1,798,744
JOE JOSEPH ABBOUD & DESIGN	1,819,134
JUST ONE EARTH	1,798,745
Design (Diamond, 2 bars)	1,535,944
JOSEPH ABBOUD SOFT	1,733,047
J.O.E. SURVIVAL	1,724,038
THE J.O.E. SURVIVAL	1,724,039

SCHEDULE II

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

U.S. Trademark Registrations

Mark	Registration No.
K&G REWARDS	3,471,447
LU LINEA UOMO	5,064,875

Canadian Trademark Registrations

None.

U.S. Trademark Applications

None.

Canadian Trademark Applications

Mark	Application No.
K & G FASHION (Stylized Logo)	1,836,705

SCHEDULE II

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

U.S. Trademark Registrations

Mark	Registration No.
JOS. A. BANK RESERVE	5,215,142
BANK ACCOUNT REWARDS	5,060,129
JOS. A. BANK 1905	5,198,017
YOUR STYLE INVESTMENT	5,152,071
BANK ACCOUNT	5,069,889
TRAVELERCREASE	5,093,743
JOS. A. BANK EXECUTIVE COLLECTION	5,179,708
JOS. A. BANK SIGNATURE COLLECTION	5,179,709
JOS. A. BANK TRAVELER'S COLLECTION	5,179,707
JOS. A. BANK SIGNATURE GOLD	5,198,430
THE NEW TRADITION SINCE 1905	5,254,062

Canadian Trademark Registrations

Mark	Registration No.
JOS. A. BANK CLOTHIERS	TMA330124

U.S. Trademark Applications

Mark	Application No.
JOS. A. BANK SUIT CHALLENGE	87/048,590

Canadian Trademark Applications

Mark	Application No.
JOS. A. BANK 1905	1,772,658
BANK ACCOUNT	1,771,303
JOS. A. BANK (Stylized & Shield Device)	1,856,354

SCHEDULE II

Trademarks Owned by Tailored Shared Services, LLC

U.S. Trademark Registrations

None.

Canadian Trademark Registrations

None.

U.S. Trademark Applications

None.

Canadian Trademark Applications

Mark	Application No.
TAILORED LIFE	1,823,817
TAILORED VIRTUAL CLOSET	1,847,041
TAILORED REWARDS	1,847,080

SCHEDULE II

Trademarks Owned by Moores The Suit People Inc.

U.S. Trademark Registrations

None.

Canadian Trademark Registrations

None.

U.S. Trademark Applications

None.

Canadian Trademark Applications

Mark	Application No.
OFF THE CUFF	1,859,472
MOORES	1,839,507
CANADIAN SUIT DRIVE	1,751,092
THE ART OF CUSTOM AT MOORES	1,764,300
CANADIAN SUIT DRIVE (and Design)	1,829,271
MOORES CUSTOM EXPRESS	1,850,419
THE ART OF CUSTOM	1,852,218

SCHEDULE III

Designs Owned by The Men's Wearhouse Inc.

Canadian Designs

Title	Application No.
CLOTHING PACKAGING	172,839