

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERRILL LYNCH CAPITAL		08/14/2007	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Haggar Clothing Co.		
Street Address:	1507 LBJ Freeway, Suite 100		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	71408383	MUSTANG	
Serial Number:	72115604	HAGGAR	
Serial Number:	72186848	EXPAND-O-MATIC	
Serial Number:	72217465	MUSTANG	
Serial Number:	72267093	2030	
Serial Number:	72270678	HAGGAR SLACKS "THEY JUST FIT BETTER NATU	
Serial Number:	73106868	THE GALLERY BY HAGGAR	
Serial Number:	73124960	HAGGAR	
Serial Number:	73476906	EXPANDOMATIC	
Serial Number:	73654181	HAGGAR NOVA	
Serial Number:	73728790	EZ'S HAGGAR	
Serial Number:	73760061	REED ST. JAMES LOAFERS	
Serial Number:	73787428	REED ST. JAMES	
Serial Number:	74303059	MUSTANG	
Serial Number:	75372315	CITY CASUALS	
Serial Number:	75399689	BLACK LABEL	
Serial Number:	75399795	HAGGAR CLOTHING CO.	
Serial Number:	75495016	HAGGAR	
Serial Number:	75520000	AMERICAN GENERATIONS	

CH \$990.00 71408383

Property Type	Number	Word Mark
Serial Number:	75696307	BLACK LABEL
Serial Number:	75837557	OUTER RIM
Serial Number:	75884394	HAGGAR
Serial Number:	76374727	TEMPRATECH
Serial Number:	76542283	FOREVER BLACK
Serial Number:	76542284	FOREVER THIS COLOR
Serial Number:	76542285	FOREVER NEW
Serial Number:	76542830	FOREVER WHITE
Serial Number:	76582190	ENTERPRISE
Serial Number:	76611914	COMFORT EQUIPPED
Serial Number:	76613299	STOP TIME
Serial Number:	76618508	HAGGAR
Serial Number:	76618588	HAGGAR
Serial Number:	78164529	MUSTANG
Serial Number:	78202758	COOL 18
Serial Number:	78582394	FOREVER BLUE
Serial Number:	78657098	WORK TO WEEKEND
Serial Number:	78657158	WORK TO WEEKEND
Serial Number:	78663878	HAGGAR
Serial Number:	78725381	ALWAYS NEW

CORRESPONDENCE DATA

Fax Number: 2149991572

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: 2149691700

Email: craig.carpenter@tklaw.com

Correspondent Name: Craig Carpenter, Thompson & Knight LLP

Address Line 1: 1722 Routh St, Suite 1500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	521806.8
NAME OF SUBMITTER:	Craig C. Carpenter
SIGNATURE:	/CCC/
DATE SIGNED:	03/06/2019

Total Attachments: 11

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[Execution]

TERMINATION AGREEMENT

August 14, 2007

Haggar Clothing Co.
11511 Luna Road
Dallas, Texas

Ladies and Gentlemen:

Haggar Clothing Co. ("Borrower") and the companies listed on Schedule 1 hereto (each individually, a "Guarantor" and collectively, "Guarantors") have entered into financing arrangements with Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., in its capacity as agent pursuant to the Existing Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Existing Agent"), and the parties thereto as lenders (each an "Existing Lender", and collectively, "Existing Lenders") as set forth in the Credit Agreement, dated as of November 1, 2005, by and among Borrower, Existing Agent and Existing Lenders (as heretofore amended, the "Existing Loan Agreement"), and all of the agreements, documents and instruments related thereto (all of the foregoing, together with the Existing Loan Agreement, as the same may have been amended, modified, supplemented or extended, collectively, the "Existing Loan Documents") pursuant to which Existing Agent and Existing Lenders have made loans and advances and provided other financial accommodations to Borrower (the "Loans").

You have advised us that concurrently herewith Borrower, Guarantors and certain of their affiliates and subsidiaries are entering into financing arrangements with Wachovia Capital Finance Corporation (New England), in its capacity as agent pursuant to the New Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "New Agent") and the parties thereto as lenders (each a "New Lender" and collectively, "New Lenders") as set forth in the Loan and Security Agreement, dated of even date herewith, by and among New Agent, New Lenders, Borrower, Guarantors and certain of their subsidiaries (the "New Loan Agreement").

You have advised us that utilizing a portion of the initial secured loans provided by or on behalf of New Lenders, which loans are secured by, among other things, collateral presently subject to the security interests of Existing Agent, Borrower will pay or cause to be paid all amounts owing to Existing Agent and Existing Lenders under the Loan Documents in connection with or related to the Loans, other than the obligation to reimburse Bank of America, N.A., as issuing bank (in such capacity, "Issuing Bank"), pursuant to or in connection with the letters of

credit and bankers acceptances that were issued under the Existing Loan Agreement and remain outstanding as of the date hereof as listed on Schedule 2 hereto (individually, each a "Letter of Credit" and collectively, the "Letters of Credit") and fees related thereto, which Letters of Credit Issuing Bank, in its individual capacity and with the agreement of the Existing Lenders, is willing to maintain, individually.

1. Termination. Upon the satisfaction of the conditions set forth in Section 8 below, automatically and without further action by the parties hereto: (i) all of the existing obligations under the Existing Loan Documents (other than unsecured indemnification obligations of Borrower and Guarantors to Existing Agent and Existing Lenders) of Borrower and Guarantors to Existing Agent and each Existing Lender will be paid and satisfied in full, (ii) the financing arrangements entered into by and among Existing Agent, Existing Lenders and Borrower pursuant to the Existing Loan Documents (including any and all obligations of the Existing Lenders to the Issuing Bank) shall be terminated, cancelled and of no further force and effect and Borrower and Guarantors shall have no other or further obligations, liabilities and indebtedness to Existing Agent and Existing Lenders of any kind arising under or in connection with the Existing Loan Documents (and each Existing Lender shall have no obligations, liabilities or indebtedness to the Issuing Bank), provided, that, the foregoing shall not apply to the unsecured indemnification obligations of Borrower and Guarantors to Existing Agent and Existing Lenders which by the terms of the Existing Loan Agreement expressly survive the termination thereof, and (iii) any and all security interests in, liens upon, rights of set off against and pledges of all properties and assets of Borrower and Guarantors heretofore granted, pledged, assigned to, or otherwise claimed by, Existing Agent or Existing Lenders, whether personal, real or mixed, tangible or intangible, whether presently existing or hereafter acquired, pursuant to the Existing Loan Documents shall be terminated and released.

2. Indemnification for Returned Items.

(a) Notwithstanding anything to the contrary contained in Section 1 above, Borrower agrees to indemnify Existing Agent from and hold Existing Agent harmless against all loss, cost, damage or expense which Existing Agent may suffer or incur as a result of any (i) non-payment, claim, refund or dishonor of any checks or other items which have been credited by Existing Agent to the account of Borrower with Existing Agent in determining the amount to be paid to Existing Agent and Existing Lenders hereunder, together with any reasonable expenses or other reasonable and customary charges incident thereto other than any loss, cost, damage or expense which is the result of the gross negligence or willful misconduct of Existing Agent or any Existing Lender or (ii) endorsement or failure to endorse bills of lading it receives relating to goods covered by Letters of Credit to Borrower, together with any reasonable expenses or other reasonable and customary charges incident thereto.

(b) Any claims in connection with Section 2(a)(i) above against Borrower for reimbursement may be paid to Existing Agent by New Agent for the account of Borrower, upon demand of Existing Agent therefor in writing received by New Agent from Existing Agent at any time within sixty (60) days after the date hereof.

(c) Borrower agrees that New Agent may pay any and all amounts demanded by or on behalf of Existing Agent pursuant to the foregoing indemnification and New Agent may

treat such amounts as advances to Borrower, Guarantors or any of their subsidiaries party to the New Loan Agreement and charge any such amounts to any account of Borrower, Guarantors or any of their subsidiaries party to the New Loan Agreement with New Agent, all without inquiry as to whether such amounts are actually due and owing to Existing Agent or Existing Lenders and without regard to any dispute or claim that any Borrower or Guarantor may have or assert against Existing Agent or Existing Lenders and/or other parties.

3. Letters of Credit.

(a) Notwithstanding anything to the contrary contained herein, Borrower is not released from, and hereby ratifies and confirms its continuing liability to Issuing Bank, in its individual capacity, for the payment and satisfaction in full of the following (collectively, the "Continuing Obligations"):

(i) the obligation of Borrower to reimburse Issuing Bank in the event of a draw under any Letter of Credit in the amount of such draw; and

(ii) a letter of credit fee in respect of of the Letters of Credit for each Letter of Credit, computed for each day from the execution date of this Agreement to the date that is the last day a drawing is available for presentation under such Letter of Credit, at a rate per annum equal to 2.5%, together with all other letter of credit fees, including fronting fees, in respect of the Letters of Credit for the same amount as provided in Section 2.5 of the Existing Loan Agreement as in effect immediately prior to the effectiveness hereof, and shall be due and payable each month so long as the Letters of Credit remain outstanding.

(b) At any time after the date hereof that any Letter of Credit shall expire or be terminated or returned for cancellation, or the reimbursement obligation of Borrower to Issuing Bank in connection therewith is otherwise permanently reduced or extinguished other than as a result of a draw thereunder, as soon as is reasonably practicable, Issuing Bank shall deliver to Wachovia Bank, National Association a reduction certificate with respect to the letter of credit payable to Issuing Bank issued by Wachovia Bank, National Association for the account of Borrower in the form of Schedule 3 hereto (the "Supporting Letter of Credit"), substantially in the form of Exhibit A-3 to the Supporting Letter of Credit, signed by Issuing Bank and Borrower reducing the stated amount of the Supporting Letter of Credit by an amount equal to the amount by which Issuing Bank's obligations in respect of any Letter of Credit shall thereby have been terminated, cancelled or permanently reduced or extinguished after the date hereof.

(c) Issuing Bank shall not amend, modify, extend or supplement any Letter of Credit or waive any material discrepancies with respect to any drawing(s) thereunder without the prior written consent of New Agent. Issuing Bank and Existing Agent agree to deliver to Borrower (and Borrower agrees to deliver copies to New Agent promptly upon the request of New Agent of) the applicable beneficiary's statement or certificate pertaining to the Letters of Credit and all related documents and instruments delivered to the Issuing Bank or Existing Agent in connection with payment under the Letters of Credit or which otherwise come into the possession of Issuing Bank or Existing Agent. Issuing Bank agrees that, to the extent that bills of lading or other documents of title are consigned to Issuing Bank in connection with any of the

Letters of Credit, Issuing Bank will not assert any of its rights in connection with any such bills of lading or other documents of title with respect to the goods covered thereby. New Agent authorizes Issuing Bank and/or Existing Agent to endorse bills of lading it receives relating to goods covered by the Letters of Credit to Borrower in accordance and consistent with past practices between them relating to the Letters of Credit. Nothing in this Agreement obligates Issuing Bank or Existing Agent to endorse bills of lading and any such endorsements are being made by Issuing Bank and Existing Agent as an accommodation to Borrower (it being acknowledged and agreed that such accommodation shall (i) at all times be subject to the indemnification set forth in Section 2(a) hereof and (ii) shall in no event extend beyond thirty days following the date hereof).

(d) Existing Agent and each Existing Lender agree that on and after the date of the effectiveness of this Agreement, the Letters of Credit shall be deemed to have been issued solely on behalf of Issuing Bank and not on behalf of any of the other Existing Lenders and each Existing Lender shall have no obligations, liabilities or indebtedness to the Issuing Bank. The other Existing Lenders shall not have any obligations to Existing Agent or Issuing Bank or be entitled to any fees or other payments with respect thereto.

4. Delivery of Documents. Existing Agent agrees to deliver to Borrower or upon New Agent's request, to New Agent, at the expense of Borrower, upon the effectiveness hereof, the originals of:

(a) such promissory notes and other instruments previously executed and delivered to Existing Agent or Existing Lenders by Borrower or Guarantors as Existing Agent may be able to obtain, duly marked "paid in full" or "cancelled" as may be appropriate;

(b) releases of security interests in trademarks, patents and copyrights in proper form for filing with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, covering security interests in all trademarks, patents and copyrights granted by Borrower and Guarantors to Existing Agent;

(c) stock certificates and executed stock powers related thereto and any instruments and executed assignments, in blank related thereto previously delivered to Existing Agent by Borrower or any Guarantor;

(d) Uniform Commercial Code releases and/or terminations in form acceptable for recording covering all financing statements which have been filed by or on behalf of Existing Agent or Existing Lenders against Borrower or any Guarantor; and

(e) discharges or satisfactions of any mortgages or deeds of trust or leasehold mortgages or leasehold deeds of trust or similar real property instruments previously executed and delivered to Existing Agent or any Existing Lender by any Borrower or Guarantor.

5. Termination of Lockboxes. Existing Agent agrees to send written notification, upon the request of New Agent or Borrower and at the expense of Borrower, to any bank or institution with which Existing Agent or any Existing Lender has blocked accounts, lockbox accounts or other arrangements for the receipt or transfer to Existing Agent or such Existing

Lender of remittances or proceeds from customers of Borrower or any of their subsidiaries or affiliates, to the effect that all such arrangements with Existing Agent or Existing Lenders are terminated and to the extent any such arrangements are in effect with Existing Agent or any Existing Lender, such arrangements are hereby terminated.

6. Proceeds of Collateral. Existing Agent agrees that any checks, remittances, other items or proceeds of accounts and other collateral released pursuant hereto or otherwise received or collected by or on behalf of Existing Agent on and after the date hereof in respect of the Loans shall be remitted to New Agent promptly after the receipt of collected funds with respect to checks or other forms of immediate remittances (such as wire transfers) by Existing Agent, with any necessary endorsement or assignment. Any such items or amounts received or collected by Existing Agent or Existing Lenders shall be remitted to New Agent, as secured party, in accordance with such instructions as New Agent may furnish to Existing Agent, with notice of such remittance to Borrowers.

7. Representations and Warranties. Existing Agent represents and warrants that it has the full power and authority (and is authorized by the Existing Lenders under the Existing Loan Documents) to take, and has taken, all action necessary to execute and deliver this Agreement.

8. Conditions Precedent. The effectiveness of this Agreement, and of any termination statements or other similar release instruments delivered by Existing Agent hereunder, are subject to and conditioned upon the receipt by Existing Agent or its agent of the following:

(a) payment of the amount set forth on Schedule 4 hereto, sent by federal funds wire transfer to the bank account of Existing Agent designated in such Schedule 4 for such purpose;

(b) the delivery to Issuing Bank of the Supporting Letter of Credit; and

(c) a copy of this Agreement (whether counterparts or otherwise) duly executed by the parties hereto.

9. Further Assurances. Existing Agent further agree to furnish to Borrower, or at New Agent's request, to New Agent, at Borrower's expense, and subject to the satisfaction of the conditions set forth in Section 8 above, additional releases and/or termination statements and such other and further documents, instruments and agreements as may be reasonably requested by Borrower or New Agent in order to effect and evidence more fully the matters covered hereby. Existing Agent hereby irrevocably and unconditionally authorize New Agent (or its designee), subject to the satisfaction of the conditions set forth in Section 8 above, to file at any time and from time to time all Uniform Commercial Code in lieu financing statements, releases and/or terminations as New Agent deems necessary or desirable in order to effectuate the purposes and intents of Section 1 hereof, including, without limitation, UCC Financing Statement Amendments that terminate all existing financing statements filed by or on behalf of Existing Agent or any Existing Lender (or their predecessors) as secured party and Borrower or any Guarantor as debtor. Existing Agent acknowledges that a copy of this Agreement is being

delivered to New Agent and agrees that New Agent and New Lenders and their respective successors and assigns may rely hereon.

10. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

11. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument. This Agreement may be delivered by telecopier or other form or electronic transmission with the same force and effect as if it were a manually delivered counterpart.

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12. Construction. All references to "Existing Agent", "Existing Lenders", "Borrower", "Guarantors", "New Agent" or "New Lenders" herein shall include their respective successors and assigns.

Very truly yours,

MERRILL LYNCH CAPITAL, a Division of
Merrill Lynch Financial Services, Inc.,
in its capacity as Administrative Agent for itself
and each of the other Existing Lenders

By: 

Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.,
in its capacity as Issuing Bank, as to
Sections 1 and 3 hereof

By: _____

Title: _____

HAGGAR CLOTHING CO.
and each of the companies set forth on
Schedule 1 hereto

By: _____

Title: _____

12. Construction. All references to "Existing Agent", "Existing Lenders", "Borrower", "Guarantors", "New Agent" or "New Lenders" herein shall include their respective successors and assigns.

Very truly yours,

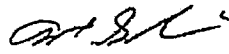
MERRILL LYNCH CAPITAL, a Division of
Merrill Lynch Financial Services, Inc.,
in its capacity as Administrative Agent for itself
and each of the other Existing Lenders

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.,
in its capacity as Issuing Bank, as to
Sections 1 and 3 hereof

By: 

Title: VP- SR CLIENT MANAGER

HAGGAR CLOTHING CO.
and each of the companies set forth on
Schedule 1 hereto

By: _____

Title: _____

12. Construction. All references to "Existing Agent", "Existing Lenders", "Borrower", "Guarantors", "New Agent" or "New Lenders" herein shall include their respective successors and assigns.

Very truly yours,

MERRILL LYNCH CAPITAL, a Division of
Merrill Lynch Financial Services, Inc.,
in its capacity as Administrative Agent for itself
and each of the other Existing Lenders

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.,
in its capacity as Issuing Bank, as to
Sections 1 and 3 hereof

By: _____

Title: _____

HAGGAR CLOTHING CO.
and each of the companies set forth on
Schedule 1 hereto

By: Joel. Ly

Title: SVP & CFO

ACKNOWLEDGED:

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND),
in its capacity as New Agent, as to
Section 3(c) hereof

By: Justa Benetay-Carm

Title: Vice President

SCHEDULE 1
TO
TERMINATION AGREEMENT

List of Guarantors

Texas Clothing Holding Corp.
Haggar Corp.
Haggar Women's Wear, Ltd.
Jerell Clothing Management, Inc.
Haggar Direct, Inc.
Bowie Manufacturing Company