

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fortress Credit Corp., as agent		08/14/2007	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Haggar Clothing Co.		
<b>Street Address:</b>	1507 LBJ Freeway, Suite 100		
<b>City:</b>	Farmers Branch		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71408383	MUSTANG	
<b>Serial Number:</b>	72039525	TOURNEY	
<b>Serial Number:</b>	72115604	HAGGAR	
<b>Serial Number:</b>	72186848	EXPAND-O-MATIC	
<b>Serial Number:</b>	72217465	MUSTANG	
<b>Serial Number:</b>	72267093	2030	
<b>Serial Number:</b>	72270678	HAGGAR SLACKS "THEY JUST FIT BETTER NATU	
<b>Serial Number:</b>	73106868	THE GALLERY BY HAGGAR	
<b>Serial Number:</b>	73124960	HAGGAR	
<b>Serial Number:</b>	73438466	PRESIDENT'S CLUB	
<b>Serial Number:</b>	73476906	EXPANDOMATIC	
<b>Serial Number:</b>	73654181	HAGGAR NOVA	
<b>Serial Number:</b>	73728790	EZ'S HAGGAR	
<b>Serial Number:</b>	73760061	REED ST. JAMES LOAFERS	
<b>Serial Number:</b>	73787428	REED ST. JAMES	
<b>Serial Number:</b>	74303059	MUSTANG	
<b>Serial Number:</b>	75372315	CITY CASUALS	
<b>Serial Number:</b>	75399689	BLACK LABEL	
<b>Serial Number:</b>	75399795	HAGGAR CLOTHING CO.	

CH \$1040.00 71408383

Property Type	Number	Word Mark
Serial Number:	75495016	HAGGAR
Serial Number:	75520000	AMERICAN GENERATIONS
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

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

**Total Attachments: 7**  
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**FORTRESS CREDIT CORP.**  
1345 Avenue of the Americas, 46th Floor  
New York, New York 10105

August 14, 2007

**HAGGAR CLOTHING CO.**

11511 Luna Road  
Dallas, TX 75234-6022  
Attention: John Feray

Re: Payoff Letter

Dear Ladies and Gentlemen:

Reference hereby is made to the Credit Agreement, dated as of November 1, 2005 (as amended, the "Credit Agreement"), by and among Hagggar Clothing Co., a Nevada corporation (the "Borrower"), the financial institutions from time to time party thereto as lenders (each a "Lender" and collectively, the "Lenders"), and Fortress Credit Corp., a Delaware corporation, as administrative agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used but not defined herein have the meanings ascribed thereto in the Credit Agreement.

The Borrower has informed the Agent that on the Payoff Date (as hereinafter defined), the Borrower expects to repay in full all of its Obligations to the Agent and the Lenders under and in respect of, and otherwise in accordance with, the Financing Documents.

1. This letter will confirm that, upon:

(a) receipt by the Persons listed on Annex I hereto of wire transfers of immediately available funds in the aggregate amount of \$51,892,820.77 in accordance with the wire instructions listed on Annex I hereto, subject to adjustment as set forth in paragraph 1 of Annex I hereto (as so adjusted, the "Payoff Amount"), and

(b) receipt by the Agent of a fully executed counterpart of this letter agreement signed by the Borrower,

(the date on which all of the foregoing conditions shall first be satisfied herein called the "Payoff Date"), all of the existing Obligations (other than the Obligations of the Borrower described in paragraph 4 of this letter agreement) shall be paid and satisfied in full. If the assumptions set forth with respect to the calculation of the principal, interest and/or fee component of the Payoff Amount are not correct, the Agent will notify the Borrower in writing before the Payoff Date of the appropriate changes in the amounts of principal, interest and fees, and such adjusted amounts shall be required to be paid hereunder.

2. The Borrower:

(a) acknowledges and agrees that:

(i) the amounts referred to in Section 1 above are enforceable obligations of the Borrower payable to the Agent and the Lenders pursuant to the provisions of the Credit Agreement and the other Financing Documents without any deduction, offset, defense or counterclaim;

(ii) prior to the Payoff Date, nothing contained herein shall constitute a waiver of any Default or Event of Default or of the Agent's and the Lenders' rights and remedies under the Credit Agreement or any other Financing Document;

(iii) as of the Payoff Date, the Agent, the Lenders and their respective participants, if any, shall have no further (A) commitment to provide loans or other financial accommodations under the Credit Agreement or the other Financing Documents and (B) obligation, duty or responsibility under the Credit Agreement, any other Financing Document or any other document or agreement executed and/or delivered in connection therewith, except as expressly set forth in Sections 3(d) and 3(e) below and except for any provisions that by their terms survive such termination;

(b) upon satisfaction of the conditions to the Payoff Date set forth in paragraph 1 hereof, fully releases, remises, acquits, irrevocably waives and forever discharges the Agent and each of the Lenders, together with their respective predecessors, successors, assigns, subsidiaries, affiliates and agents and all of their respective past, present and future officers, directors, shareholders, employees, contractors and attorneys and their respective predecessors, heirs, successors and assigns, from and with respect to any and all past, present or future actions and causes of action, suits, disputes, controversies, claims, debts, sums of money, offset rights, defenses to payment, agreements, promises, notes, bonds, bills, covenants, losses, damages, judgments, executions and demands of whatever nature, known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, whether in contract, in tort or otherwise, at law or in equity, arising on or prior to the date hereof, for money damages or dues, recovery of property, or specific performance, in each case solely in respect of the Credit Agreement, any of the other Financing Documents and the transactions contemplated hereby and thereby, all the foregoing being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto; and

(c) upon satisfaction of the conditions to the Payoff Date set forth in paragraph 1 hereof, waives, as to each and every claim released hereunder, the benefit of each other similar provision of applicable federal or state law (including, without limitation, the laws of the State of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

3. Upon satisfaction of the conditions to the Payoff Date, the Agent agrees, on and with effect from the Payoff Date:

(a) that all of the Agent's and Lenders' security interests in and liens on any and all properties and assets of the Borrower and any Credit Party, whether personal, real or mixed, tangible or intangible granted by or arising under the Credit Agreement or any other Financing Document shall be, without further action, terminated, released and discharged;

(b) that the Credit Agreement and the other Financing Documents (including, without limitation, any rights of the Agent or any Lender under any landlord agreement, bailee letter, and any control agreement and/or other cash management agreement (if any), in each case entered into in connection with the Credit Agreement) shall, without further action, terminate and be of no further force or effect, except for those provisions of the Credit Agreement and the other Financing Documents that by their terms survive such termination;

(c) that the Borrower and/or Wachovia Capital Finance Corporation (New England) ("Wachovia") may prepare and are hereby authorized to file such UCC termination statements covering all financing statements filed by or on behalf of the Agent or the Lenders against Borrower or any Credit Party and otherwise as the Borrower and or Wachovia may reasonably deem necessary or desirable in connection with the termination of the security interests and liens set forth in paragraph (a) above, without the signature of the Agent or the Lenders, to the extent permitted by law, in each case without recourse to the Agent, the Lenders or any of their respective participants, without any representation or warranty of any kind, express or implied, and at the sole cost and expense of the Borrower;

(d) that it will promptly deliver to the Borrower or, upon Wachovia's request, Wachovia, an executed copy of (i) each Termination and Release of Security Interest in Trademarks, (ii) the Termination and Release of Security Interest in Patents and (iii) the Termination and Release of Security Interest in Copyrights, an execution copy of each of which is attached hereto as Exhibits B-1, B-2 and B-3 respectively;

(e) each of the Agent and the Lenders 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 the Agent or any Lender on and after the date hereof in respect of the Loans shall be held in trust for the benefit of Wachovia, as secured party, and shall be remitted to Wachovia promptly upon the receipt of collected funds with respect to checks or other forms of payments, with any necessary endorsement or assignment. Any such items or amounts received or collected by Agent or Lenders shall be remitted to Wachovia, as secured party, in accordance with such instructions as Wachovia may furnish to Agent, with notice of such remittance to Borrower; and

(f) at the reasonable request of the Borrower or Wachovia (such request to be reasonable in all respects, including, without limitation, with respect to the form and

substance of such additional instruments or writings), to execute such additional instruments and other writings, and take such other action, as the Borrower or Wachovia may reasonably request to effect or evidence the satisfaction of the Obligations, the termination of the effectiveness of the Credit Agreement, the other Financing Documents or any instruments executed pursuant thereto (other than those provisions that by their terms survive such termination), or the release of any liens or security interests in favor of the Agent described in paragraph (a) above or that now or hereafter arise under the Credit Agreement or the other Financing Documents, including, without limitation, mortgage releases, re-assignments or releases of trademarks, copyrights and patents as are necessary to release, as of record, the security interests previously recorded by the Agent with respect to the Obligations), but, in each case, without recourse to the Agent, the Lenders or their respective participants, and without any representation or warranty of any kind, express or implied, and at the sole cost and expense of the Borrower.

4. Notwithstanding anything to the contrary contained herein, nothing in this letter agreement shall terminate or otherwise impair the Obligations with respect to the indemnification and expense reimbursement provisions of the Financing Documents that survive the termination thereof and the payment of all amounts owing thereunder (including, without limitation, the expense and indemnity provisions set forth in Sections 10.1 and 10.2 of the Credit Agreement and the other provisions listed in second sentence of Section 12.1 of the Credit Agreement).

5. The parties hereto agree that no further Loans may be made or requested, on or after the date hereof.

6. The Borrower shall pay on demand all of the fees, costs and expenses incurred by the Agent (including, without limitation, the reasonable fees, costs and expenses of counsel to the Agent) in connection with the preparation, execution, delivery and performance of this letter agreement and the documents and instruments referred to in Sections 3(d) and 3(e) hereof.

7. If any payment or transfer (or any portion thereof) to the Agent, any Lender or any of their respective participants shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, avoided, rescinded, set aside or otherwise required to be returned or repaid, whether in bankruptcy, reorganization, insolvency or similar proceedings involving the Borrower or otherwise, then such payment or transfer shall immediately be reinstated, without need for any action by any Person, and shall be enforceable against the Borrower and its successors and assigns as if such payment had never been made (in which case this letter agreement shall in no way impair the claims of the Agent, the Lenders and their respective participants with respect to such payment or transfer).

8. The Borrower confirms its agreement to the terms and provisions of this letter agreement by returning to the Agent a signed counterpart of this letter agreement. This letter agreement may be amended, modified or waived only in a writing signed by each of the parties hereto. This letter agreement may be executed by each party hereto on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which

together shall constitute one agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

9. This letter agreement shall be binding on and shall inure solely to the benefit of the Agent, the Lenders, their respective participants, the Borrower and its successors and assigns, and no other Person shall have any rights herein as a third party beneficiary or otherwise.

*[Remainder of Page Intentionally Left Blank]*



10. If the Payoff Date does not occur on or before 5:00 pm (New York City time) on August 15, 2007, this letter agreement shall automatically terminate and shall have no further force or effect.

11. This letter agreement shall be governed by and construed in accordance with the law of the State of New York. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY ACTION ARISING OUT OF THIS LETTER AGREEMENT.

Very truly yours,

FORTRESS CREDIT CORP.,  
in its capacity as Agent, on behalf of itself and the  
Lenders

By:

Name:

Title:



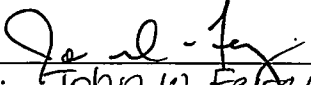
CONSTANTINE M. DAKOLIAS  
CHIEF CREDIT OFFICER

Agent Signature Page

TRADEMARK  
REEL: 006589 FRAME: 0056

AGREED TO AND ACCEPTED  
ON THIS 14<sup>th</sup> DAY OF August 2007:

**HAGGAR CLOTHING CO.**

By:   
Name: John W. Feby  
Title: SVP & CFO