

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haggar Clothing Co.		09/28/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 South Wacker Drive, 13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	86553095	EXPANDOMATIC	
Serial Number:	85526464	OUTER RIM	
Registration Number:	4685069	C18	
Registration Number:	2794896	COOL 18	
Registration Number:	4454501	Ê· CLÖ	
Registration Number:	3228308	ENTERPRISE	
Registration Number:	1323391	EXPANDOMATIC	
Registration Number:	3619454	EZ'S	
Registration Number:	1525819	EZ'S HAGGAR	
Registration Number:	4377119	GET A PAIR	
Registration Number:	4664145	H	
Registration Number:	728590	HAGGAR	
Registration Number:	2284986	HAGGAR	
Registration Number:	3120016	HAGGAR	
Registration Number:	3142699	HAGGAR	
Registration Number:	2199945	HAGGAR CLOTHING CO.	
Registration Number:	4507041	HAGGAR H26	
Registration Number:	3742186	HAGGAR MAKING THINGS RIGHT	
Registration Number:	4064856	LK LIFE KHAKI	

CH \$665.00 86553095

Property Type	Number	Word Mark
Registration Number:	802773	MUSTANG
Registration Number:	1871947	MUSTANG
Registration Number:	4605689	MUSTANG
Registration Number:	3503039	Q
Registration Number:	3664058	SUIT UP SYSTEM
Registration Number:	3098207	WORK TO WEEKEND
Registration Number:	3228793	WORK TO WEEKEND

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: kansley@stradley.com
Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0040
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	09/28/2015

Total Attachments: 19
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of September 28, 2015, by and between Haggar Clothing Co., a Nevada corporation (the “Pledgor”), and Wells Fargo Bank, National Association, a national banking association, as agent (in such capacity, “Agent”) for the benefit of the Lenders (as defined in the Loan Agreement, defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”) by and among Pledgor, the other Credit Parties from time to time a party thereto, Agent and the Lenders (as defined in the Loan Agreement), the Lenders and the Bank Product Providers have agreed to make certain Loans (as defined therein) and other extensions of credit to Pledgor and the other Borrowers (as defined in the Loan Agreement) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders and the Bank Product Providers are willing to extend credit to Pledgor and the other Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of Pledgor and the other Credit Parties under the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights, Domain Names and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in

clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits;

(d) rights under or interest in any patent, trademark or copyright license agreements under which Pledgor licenses rights associated with the Trademarks, Patents, Copyrights, or Domain Names to any other party, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent’s rights under the Loan Agreement, (all of the foregoing are hereinafter referred to collectively as the “Licenses”). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically; and

(e) rights under or interests in any internet domain names and internet domain registration agreement including, without limitation, those listed on Schedule 5 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of Agent’s rights under the Loan Agreement (all of the foregoing are hereafter referred to collectively as the “Domain Names”), and all proceeds of the foregoing.

5. Restrictions on Future Agreements. Pledgor shall not, without Agent’s prior written consent, enter into any agreement, including, without limitation, any intellectual property security agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Intellectual Property Rights. Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright registrations now owned or held by Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which Pledgor is the licensee or licensor, (e) the Domain Names listed on Schedule 5 list all of the domain names and internet registrations owned by Pledgor, and (f) no Liens, claims or security interests in such Trademarks, Patents, Copyrights, Domain Names or Licenses have been granted by Pledgor to any Person other than Agent for the benefit of the Secured Parties and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or

continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, as licensor, or license renewals, (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses), or (vi) obtain rights or become entitled to the benefits of any additional Domain Names. Pledgor shall give to Agent reasonably prompt written notice of events described in clauses (i) and (vi) of the preceding sentence. Pledgor hereby agrees to modify this Agreement (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (v) by amending Schedule 5 to include any future Domain Names. Pledgor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Pledgor hereby agrees that the use by Agent of the Trademarks, Patents, Copyrights, Domain Names and Licenses as authorized hereunder in connection with the exercise of its rights and remedies under Paragraph 16 or pursuant to the Loan Agreement shall be coextensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or the Secured Parties to Pledgor.

8. Further Assignments and Security Interest. Pledgor agrees (a) not to sell or assign any of its interests in the Trademarks, Copyrights, Patents or Domain Names without the prior written consent of Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of Agent.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated, as more fully provided for in the Loan Agreement. When this Agreement has terminated, Agent shall promptly execute and deliver to Pledgor, at Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Patents, Copyrights, Domain Names and Licenses, subject to any disposition thereof which may have been made by Agent or the Secured Parties, or any of them, pursuant to this Agreement.

10. Duties of Pledgor. Pledgor shall have the duty, to the extent desirable in the normal conduct of Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of Pledgor's rights in the Trademarks, Patents, Copyrights, Domain Names and Licenses. Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright, Domain Names or License that is necessary or economically desirable in the operation of Pledgor's business without the prior written consent of Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights, Domain Names and Licenses that are or shall be necessary or economically desirable in the operation of Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Agent and Secured Parties shall have no duty with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses.

11. Indemnification by Pledgor. Pledgor hereby agrees to indemnify and hold harmless Agent and the Secured Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against Agent and/or the Secured Parties in connection with or in any way rising out of any third party suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights, Domain Names or Licenses (including, without limitation, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, Agent and/or the Secured Parties are judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights, Domain Names and Licenses and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

13. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Pledgor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any

other right. None of the undertakings, agreements, warranties, covenants and representations of Pledgor contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent, and directed to Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Pledgor hereby irrevocably designates, constitutes and appoints Agent (and all officers and agents of Agent designated by Agent in its sole and absolute discretion) as Pledgor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Pledgor's or Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Patents, Copyrights, Domain Names or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone, to recover the payment of the Obligations. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Secured Parties under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights, Domain Names and Licenses, to Agent or any transferee of Agent and to execute and deliver to Agent or any such

transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights, Domain Names and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonable and properly given if given at least ten (10) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent, the other members of the Secured Parties and their nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of Pledgor; provided, however, that, Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Choice of Governing Law; Construction; Forum Selection.

(a) THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH 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. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.

(b) To induce Agent and Secured Parties to accept this Agreement, Pledgor irrevocably agrees that, subject to the sole and absolute election of Agent, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF NEW YORK, STATE OF NEW YORK. PLEDGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON PLEDGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO PLEDGOR AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST PLEDGOR BY AGENT OR SECURED PARTIES IN ACCORDANCE WITH THIS PARAGRAPH 18.**

19. Waiver of Jury Trial. PLEDGOR, AGENT AND EACH SECURED PARTY EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL OR, ANY ALLEGED TORTIOUS CONDUCT BY PLEDGOR, AGENT OR SUCH SECURED PARTY OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP AMONG PLEDGOR, AGENT AND SECURED PARTIES. IN NO EVENT SHALL AGENT OR SECURED PARTIES BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

21. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of Pledgor and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Pledgor and Agent.

24. Effectiveness. This Agreement shall become effective on the Closing Date.

[SIGNATURE PAGES FOLLOW]

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

HAGGAR CLOTHING CO., as Pledgor

By: 

Name: Marc W. Joseph

Title: Secretary

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: 

Name: Robert H. Milhorat

Title: Authorized Signatory

SCHEDULE 1

Trademarks and Trademark Applications

Trademark	Country	Application/ Serial Number	Application Date	Registration Number	Registration Date
HAGGAR	ARGENTINA			2199667	11/28/2007
HAGGAR CLOTHING CO.	ARGENTINA			2677176	9/9/2014
LK Life Khaki	ARGENTINA	3256936	6/19/2013		
HAGGAR	AUSTRALIA			401025	12/8/1987
HAGGAR	AUSTRALIA			620080	10/3/1996
LK Life Khaki	AUSTRALIA			1547837	10/22/2013
HAGGAR	BANGLADESH	96545	1/22/2006		
LK Life Khaki	BANGLADESH	137674	11/22/2010		
HAGGAR	BERMUDA			50991	3/15/2012
HAGGAR	BRAZIL			828194971	9/16/2008
HAGGAR CLOTHING CO.	BRAZIL	840559470	6/26/2013		
LK Life Khaki	BRAZIL	840483406	4/12/2013		
HAGGAR	CAMBODIA			KH/37325/11	5/26/2011
BLACK LABEL	CANADA			TMA715947	6/4/2008
C18	CANADA	1630859	6/12/2013		
COMFORT EQUIPPED	CANADA			TMA682032	2/21/2007
COOL 18	CANADA			TMA699507	10/26/2007
ECLO	CANADA	1630640	6/11/2013		
EZ'S BY HAGGAR	CANADA			TMA539092	1/3/2001
H & Design	CANADA	1630634	6/11/2013		
HAGGAR	CANADA			TMA431641	8/12/1994
HAGGAR & LABEL DESIGN	CANADA			TMA141243	7/23/1965
HAGGAR H26	CANADA			TMA885854	9/18/2014
LK Life Khaki	CANADA			TMA879404	6/4/2014
LOAFERS	CANADA			TMA376400	11/30/1990
MUSTANG	CANADA			TMA145313	5/13/1966
OUTER RIM	CANADA	1630860	6/12/2013		
PURE COTTON HAGGAR CLOTHING EST. 1926 DALLAS TX	CANADA			TMA511259	4/28/1999
REED ST. JAMES	CANADA			TMA333506	10/30/1987
HAGGAR	CHILE			990024	4/13/1982
HAGGAR	COLUMBIA			479386	10/30/2013
HAGGAR	CURACAO			15638	2/15/2012
HAGGAR	DOMINICAN REPUBLIC			156514	9/29/2006
HAGGAR	EGYPT			182318	12/23/2007
HAGGAR	EUROPEAN COMM.			1690551	11/20/2001
LK Life Khaki	EUROPEAN COMM.			11682184	7/29/2013
HAGGAR SLACKS AND LABEL DESIGN	GREECE			55742	11/22/1975
HAGGAR	GUATEMALA			103271	2/18/2000
HAGGAR	INDIA			436580	2/26/1993
HAGGAR	INDIA	2523024	4/30/2013		
LK Life Khaki	INDIA	2511791	4/11/2013		
HAGGAR	IRELAND			101922	3/8/1984
HAGGAR	JAMAICA			59432	8/7/2012
HAGGAR	JAPAN			4403453	7/28/2000

SCHEDULE 1

Page 1

**TRADEMARK
REEL: 005631 FRAME: 0715**

Trademark	Country	Application/ Serial Number	Application Date	Registration Number	Registration Date
HAGGAR IMPERIAL	JAPAN			2089610	10/26/1988
JOSEPH M. HAGGAR	JAPAN			4998563	10/27/2006
LK Life Khaki	JAPAN			5608389	8/16/2013
HAGGAR	JORDAN			85276	4/12/2006
HAGGAR	KENYA			69907	10/28/2011
LK Life Khaki	KENYA			69908	3/9/2012
HAGGAR	KOREA			142526	6/25/1987
HAGGAR	KOREA			40-1034499	4/25/2014
LK Life Khaki	KOREA			401037705	5/15/2014
HAGGAR	MALAYSIA			95006709	9/5/2002
HAGGAR	MALAYSIA (SABAH)			S21710	7/13/1977
HAGGAR	MAURITIUS			114912011	8/5/2011
C18	MEXICO			1423026	12/17/2013
COMFORT EQUIPPED	MEXICO			916833	1/26/2006
COOL 18	MEXICO			869518	2/24/2005
ECLO	MEXICO			1421146	12/12/2013
EZ'S BY HAGGAR	MEXICO			384066	9/25/1990
H & Design	MEXICO			1421147	12/12/2013
HAGGAR 1926	MEXICO	1556255	12/4/2014		
HAGGAR (Cl. 18)	MEXICO			1223615	6/22/2011
HAGGAR (Cl. 25)	MEXICO			374371	3/23/1990
LK Life Khaki	MEXICO	1337034	1/7/2013		
OUTER RIM	MEXICO			685075	1/31/2001
HAGGAR	NEW ZEALAND			152398	2/13/1990
HAGGAR	NICARAGUA			20136 CC	7/15/1991
HAGGAR	PAKISTAN	217472	1/21/2006		
HAGGAR	PANAMA			15012501	11/27/2006
HAGGAR	PARAGUAY			188242	9/23/1996
HAGGAR	PERU			115476	5/22/2006
HAGGAR	RUSSIAN FED.			326088	5/11/2007
HAGGAR	RUSSIAN FED.	2013716179	5/15/2013		
LK Life Khaki	RUSSIAN FED.	2013710104	3/27/2013		
HAGGAR	SAUDI ARABIA			51251	12/26/1999
HAGGAR	SINGAPORE			T7460536I	3/13/1976
HAGGAR	SOUTH AFRICA			820767	2/2/1982
HAGGAR	SRI LANKA			130029	7/10/2012
HAGGAR	THAILAND			250753	11/8/2006
HAGGAR	TURKEY			176437	2/19/1998
HAGGAR	UKRAINE			79737	1/25/2007
HAGGAR	UNITED ARAB EMIRATES			21873	8/15/1999
CITY CASUALS	UNITED KINGDOM			2013171	6/25/1998
COMFORT EQUIPPED	UNITED KINGDOM			2387283	9/2/2005
HAGGAR	UNITED KINGDOM			1217916	8/6/1986
C18	USA			4685069	2/10/2015
COOL 18	USA			2794896	12/16/2003
ECLO	USA			4454501	12/24/2013
ENTERPRISE	USA			3228308	4/10/2007
EXPANDOMATIC	USA			1323391	3/5/1985
EXPANDOMATIC	USA	86553095	3/4/2015		
EZ'S	USA			3619454	5/12/2009
EZ'S HAGGAR	USA			1525819	2/21/1989

SCHEDULE 1

Trademark	Country	Application/ Serial Number	Application Date	Registration Number	Registration Date
GET A PAIR	USA			4377119	7/30/2013
H & Design	USA			4664145	12/30/2014
HAGGAR (cl. 25)	USA			728590	3/13/1962
HAGGAR (cl. 25)	USA			2284986	10/12/1999
HAGGAR (cl. 35)	USA			3120016	7/25/2006
HAGGAR (cl. 9)	USA			3142699	9/12/2006
HAGGAR CLOTHING CO.	USA			2199945	10/27/1998
HAGGAR H26	USA			4507041	4/1/2014
HAGGAR MAKING THINGS RIGHT	USA			3742186	1/26/2010
LK Life Khaki	USA			4064856	11/29/2011
MUSTANG	USA			802773	1/25/1966
MUSTANG	USA			1871947	1/3/1995
MUSTANG	USA			4605689	9/16/2014
OUTER RIM	USA	85526464	1/26/2012		
Q DESIGN	USA			3503039	9/18/2008
SUIT UP SYSTEM	USA			3664058	8/4/2009
WORK TO WEEKEND	USA			3098207	5/30/2006
WORK TO WEEKEND	USA			3228793	4/10/2007
HAGGAR	VENEZUELA			243753P	12/20/2002
HAGGAR	VIET NAM			126127	6/1/2009
LK Life Khaki	VIETNAM			204209	4/22/2013

Trade Names

None.

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SCHEDULE 2

Patents and Patent Applications

Owner	Title	Country	Patent Number	Application Number	Application Date
Haggar Clothing Co.	Waistband and Pocket Expansion System for Garments	United States of America	US 20130212779 A1	13/402,177	2/22/2012

SCHEDULE 3

Copyrights

Grantor	Copyright	Number	Publication Year	Jurisdiction of Registration
Haggar Clothing Co.	Haggar jingle sheet music; A Feel for America	PA-532-311	07/30/1991	USA
Haggar Clothing Co.	Haggar jingle sound recording; A Feel for America	SR-132-624	07/30/1991	USA
Haggar Clothing Co.	Operator's guide, beltloop system BBL/MTA/BLC	SRu-1-354	05/08/1978	USA
Haggar Clothing Co.	Operator's guide, Reece P W: pt. II	SRu-1-359	04/14/1978	USA
Haggar Clothing Co.	Operator's guide Reece PW: pt.I	SRu-1-360	04/14/1978	USA
Haggar Clothing Co.	Operator's guide, Singer 269W-30	SRu-1-361	04/13/1978	USA
Haggar Clothing Co.	Singer 269-W108 operator's guide	SRu-1-551	05/30/1978	USA
Haggar Clothing Co.	Reece 101-operator's guide: part two	SRu1-552	05/30/1978	USA
Haggar Clothing Co.	That Haggar man: a biographical portrait	TX-146-449	11/17/1978	USA
Haggar Clothing Co.	Operator's guide presentation-slides 1-80	TXu-2-498	04/14/1978	USA
Haggar Clothing Co.	Operator's guide presentation-slides 1-78	TXu-2-574	04/14/1978	USA
Haggar Clothing Co.	Operator's guide presentation: Singer 269-W-39, November 1977	TXu-2-575	04/14/1978	USA
Haggar Clothing	Belt loop	TXu-3-416	05/08/1978	USA

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Co.	bonding system: operator's guide presentation, slides 1-126			
Haggar Clothing Co.	Operator's guide, presentation, Singer 269-W- 108; Apr. 1978, TO-37	TXu-4-018	05/30/1978	USA
Haggar Clothing Co.	Operator's guide presentation: Reece series 101, buttonhole machine	TXu-7-158	05/30/1978	USA
Haggar Clothing Co.	Operator guide Reece 42 welting machine: pt. one	VAu-524	04/14/1978	USA
Haggar Clothing Co.	Singer 269W-39 tacker	VAu-525	04/14/1978	USA
Haggar Clothing Co.	Operator guide Reece 42 welting machine: pt two	VAu-526	05/30/1978	USA
Haggar Clothing Co.	Singer 269 W 108 bar tacker	VAu-2-065	05/30/1978	USA
Haggar Clothing Co.	B.B.L. M.T.A. B.L.C., bonded belt loop system, operator guide	VAu-5-561	05/25/1989	USA
Haggar Clothing Co.	Reece 101 buttonhole machine	VAu-845	5/30/1978	USA

SCHEDULE 4

Licenses

Licensee	Products	Territory	Agreement Date	Expiration Date
Custom Leather Canada Limited	Belts, small leather goods , suspenders and cuff links	Canada	1/1/2014	12/31/2017
Gruner & Company, Inc.	Outerwear	US	1/1/2014	12/31/2017
Haggar de Mexico S. de R.L. de C.V.	men's dress and casual pants and shorts; men's knit and woven shirts, men's sweaters; men's outerwear; men's tailored suits and sport coats and men's dress shirts	Mexico	1/1/2014	12/31/2018
i-deal Optics Holdings, Inc.	Ophthalmic frames, sunglasses and glasses cases	US, Canada and Mexico	1/1/2015	12/31/2017
Paramount Apparel International Inc.	Cold weather accessories	US and Canada	1/1/2014	12/31/2017
Paris Accessories, Inc. Assignee of MMG Corporation	Neckwear	US	1/1/2013	12/31/2014 Renewal Pending
Roytex, Inc.	Knit and woven casual shirts	US	1/1/2013 Subject to renewal beginning 1/1/2016	12/31/2015 12/31/2017
Strider Apparel, Inc.	Underwear	Canada	1/1/2013	12/31/2015
Strider Apparel, Inc.	Neckwear	Canada	1/1/2013	12/31/2015
Westport Corporation dba Mundi Westport Group	Belts, small leather goods, travel cases, manicure sets and cuff links	US	Work-in-Process/Draft Redline	12/31/2017

Licensor	Agreement Date	Expiration Date	Territory	Marks	Products
Global Licensing Company, LLC	10/22/2013	12/31/2015	USA	Bert Pulitzer	Men's suits, sport coats, blazers, top coats, tuxedos,

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Licensor	Agreement Date	Expiration Date	Territory	Marks	Products
					vests and tailored slacks
Kenneth Cole Production's (LIC), LLC and Kenneth Cole Productions, Inc.	1/1/2011	12/31/2017	USA and Canada	Kenneth Cole New York, Kenneth Cole Reaction and Unlisted, A Kenneth Cole Production	Men's tailored pants and classification dress and casual pants and shorts

SCHEDULE 5

Domain Names

1926originals.com
c18golf.com
gentlemansupplyco.com
haggar-direct.com
haggar.com
haggarb2b.com
haggarclothing.com
haggarclothingco.com
haggarheritage.com
haggarhof.com
hggr.co
jm-apparel.com
jm-golf.com
jmhaggar.com
josephmarion.com
josephmariongolf.com
lifekhaki.com
lifekhakis.com
mustangdenim.com
myvirtualtailor.com
outerrimapparel.com
therealslacks.com

SCHEDULE 5

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