

10-26-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hartmarx Corporation and each of the subsidiaries listed on the attached Schedule II to the Trademark Security Agreement - Grant of Trademark Security Interest
[] Association
[] Limited Partnership
[] Individual(s)
[] General Partnership
[X] Corporation
[] Other

10-1201

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation
Internal
Address:
Street Address: 10 South LaSalle Street
City: Chicago State: Illinois Zip: 60603
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State New York
[] Other

Additional name(s) of conveying party(ies) attached? [X] Yes [] No

1. Nature of conveyance:

[] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Corporation-State
[X] Other: Trademark Security Agreement - Grant of Trademark Security Interest
Execution Date: October 11, 2001

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)
Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) None.

B. Trademark Registration No.(s) 1202095 - Please see attached Schedule I to Trademark Security Agreement - Grant of Trademark Security Interest

Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Matthew Bensen
Internal Address:
Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41) \$915.00

[X] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew Bensen
Name of Person Signing

[Signature]

October 12, 2001
Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
(GRANT OF TRADEMARK SECURITY INTEREST)**

U.S. TRADEMARK REGISTRATIONS

| <u>Registered Owner</u> | <u>Trademark Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------------------------|---|-----------------------------------|---------------------------------|
| Hartmarx Corporation | BASKIN | 1202095 | 07/20/1982 |
| Hartmarx Corporation | DOWNING STREET | 1326006 | 03/19/1985 |
| Hartmarx Corporation | HASTINGS | 1869710 | 12/27/1994 |
| Hartmarx Corporation | SILVERWOODS | 1214061 | 10/26/1982 |
| Hartmarx Corporation | WALLACHS | 1156381 | 06/02/1981 |
| Biltwell Company, Inc. | BENCHLEY LTD. | 1216844 | 11/16/1982 |
| Biltwell Company, Inc. | SPANDEAZE | 1186895 | 01/19/1982 |
| Consolidated Apparel Group, Inc. | DASH | 1807678 | 11/30/1993 |
| Consolidated Apparel Group, Inc. | DASH CLASSICS | 2017770 | 11/16/1996 |
| Consolidated Apparel Group, Inc. | NATURALIFE | 1695397 | 06/16/1992 |
| HMX Sportswear, Inc. | GREAT GATSBY | 1559913 | 10/10/1989 |
| HMX Sportswear, Inc. | PUSSER'S | 1953480 | 01/30/1996 |
| HMX Sportswear, Inc. | PUSSER'S OF THE WEST INDIES AND DESIGN | 1449837 | 07/28/1987 |
| HMX Sportswear, Inc. | SIGNAL FLAG DESIGN | 1276292 | 05/01/1984 |
| HMX Sportswear, Inc. | SPLICE THE MAIN BRACE AND DESIGN | 1355445 | 08/20/1985 |
| Hart Schaffner & Marx | AMERICAN TRAVELER | 1928538 | 10/17/1995 |
| Hart Schaffner & Marx | HART SCHAFFNER & MARX | 2195899 | 10/13/1998 |
| Hart Schaffner & Marx | HART SCHAFFNER & MARX | 2099947 | 09/23/1997 |
| Hart Schaffner & Marx | HAWKSLEY & WIGHT | 1928716 | 10/17/1995 |

Schedule I-1

LA1:947920

**TRADEMARK
REEL: 002389 FRAME: 0456**

| <u>Registered Owner</u> | <u>Trademark Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------------------------------|-------------------------------------|-----------------------------------|---------------------------------|
| Hart Schaffner & Marx | HORSE AND RIDER DESIGN | 2198384 | 10/20/1998 |
| Hart Schaffner & Marx | HORSE AND RIDER DESIGN | 2099963 | 09/23/1997 |
| Hart Schaffner & Marx | HORSE AND RIDER DESIGN (Stylized | 1182243 | 12/15/1981 |
| Hickey-Freeman Co., Inc. | HF AND DESIGN | 1362080 | 09/24/1985 |
| Hickey-Freeman Co., Inc. | HICKEY FREEMAN AND DESIGN | 1971537 | 04/30/1996 |
| International Women's Apparel, Inc. | ALEX | 1859751 | 10/25/1994 |
| International Women's Apparel, Inc. | ALEX SPORT | 1646100 | 05/28/1991 |
| International Women's Apparel, Inc. | EYE | 2391824 | 10/03/2000 |
| International Women's Apparel, Inc. | WEATHERVANE | 1183039 | 12/22/1981 |
| Jaymar Ruby, Inc. | EMBER GLOW | 1346282 | 07/20/1985 |
| Jaymar Ruby, Inc. | LADY GOLFER DESIGN | 1954387 | 02/06/1996 |
| Jaymar Ruby, Inc. | THE SANSABELT SYSTEM | 2183846 | 08/25/1998 |
| Plaid Clothing Company, Inc. | WINSTON | 0637477 | 11/20/1956 |
| M. Wile & Company, Inc. | DESIGN OF THREE CROSSED RACQUETS | 1429406 | 02/17/1987 |
| M. Wile & Company, Inc. | RACQUET CLUB | 2171355 | 07/07/1998 |
| M. Wile & Company, Inc. | RACQUET CLUB | 1153999 | 05/12/1981 |
| M. Wile & Company, Inc. | TOWNHOUSE | 1313548 | 01/08/1985 |

Schedule I-2

LAI:947920

TRADEMARK
REEL: 002389 FRAME: 0457

**TRADEMARK SECURITY AGREEMENT
(GRANT OF TRADEMARK SECURITY INTEREST)**

WHEREAS, HARTMARX CORPORATION, a Delaware corporation having its chief executive offices at 101 North Wacker Drive, Chicago, Illinois 60606 (**"Borrower"**) and **EACH OF THE DIRECT AND INDIRECT WHOLLY-OWNED SUBSIDIARIES OF BORROWER** listed on the Schedule II hereof (together with Borrower, each individually a **"Grantor"** and collectively, the **"Grantors"**) have granted to **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation having an office at 10 South LaSalle Street, Chicago, Illinois 60603 (**"Collateral Agent"**) for the benefit of Agents (as defined in the Credit Agreement referred to below) and Lenders (as defined in the Credit Agreement referred to below), a lien on and security interest in certain of Grantors' assets in order to secure, among other things, the prompt and complete payment of all "Secured Obligations" (as defined in the Security Agreement (defined below)) of Grantors to Lenders, pursuant to the Amended and Restated Credit Agreement dated as of August 18, 1999 (as amended by the First, Second, Third, Fourth and Fifth Amendments thereto, and as the same may from time to time be further amended, restated, modified or supplemented, the **"Credit Agreement"**), by and among Borrower, Collateral Agent, Lenders and The Bank of New York and Bank of America N.A., as Co-Agents;

WHEREAS, Grantors own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of March 23, 1994 (as amended, the **"Existing Pledge and Security Agreement"**), as amended and restated by that certain Amended and Restated Security Agreement dated as of October 11, 2001 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**; the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantors, Collateral Agent and the other grantors named therein, Grantors granted in favor of Collateral Agent on behalf of the Agents and Lenders a security interest in all of Grantors' right, title and interest and to the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby agrees with Collateral Agent as follows:

1. **Grant of Security Interest.**

Without limiting the Security Agreement, as security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent for its own behalf and on behalf of Agents and Lenders (collectively, the **"Secured Parties"**) as collateral security, and hereby grants to Collateral Agent for its own behalf and on behalf of Agents and Lenders a

security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under the following (all of which being hereinafter collectively called the "**Trademark Collateral**"):

(a) (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, the trademarks specifically identified on Schedule I hereto (collectively, the "**Trademarks**"); (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing;

(b) all Licenses, General Intangibles and other Collateral relating to the Trademark Collateral; and

(c) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


2. **Incorporation of Security Agreement.**

Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the 11th day of October, 2001.

HARTMARX CORPORATION

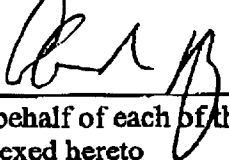
Name: 
Title: Executive Vice President

Notice Address:

101 North Wacker Drive
Chicago, Illinois 60606
Attention: Executive Vice President and Chief Financial Officer

With a copy to: General Counsel

EACH OF THE ENTITIES LISTED ON SCHEDULE II ANNEXED HERETO

By: 
on behalf of each of the entities listed on Schedule II annexed hereto

Name: Glenn R. Morgan

Title: Vice President

SCHEDULE II

| <u>Name</u> | <u>Notice Address for each Subsidiary Grantor</u> | <u>State of Incorporation</u> |
|--|---|-------------------------------|
| HMX Sportswear, Inc. (formerly known as American Apparel Brands, Inc.) | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Anniston Sportswear Corporation | 101 North Wacker Drive Chicago, Illinois 60606 | Indiana |
| Biltwell Company, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Missouri |
| Briar, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| Consolidated Apparel Group, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| C.M. Clothing, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Tennessee |
| C.M. Outlet Corp. | 101 North Wacker Drive Chicago, Illinois 60606 | New Jersey |
| Chicago Trouser Company, Ltd. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| Country Miss, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Country Suburbans, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Direct Route Marketing Corporation | 101 North Wacker Drive Chicago, Illinois 60606 | New Hampshire |
| E-Town Sportswear Corporation | 101 North Wacker Drive Chicago, Illinois 60606 | Kentucky |
| Fairwood-Wells, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| Gleneagles, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Maryland |
| Handmacher Fashions Factory Outlet, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Handmacher-Vogel, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Hartmarx International, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| Hart Schaffner & Marx | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Hart Services, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| Thos. Heath Clothes, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |

Schedule II-1

LA1:947920

TRADEMARK
REEL: 002389 FRAME: 0461

| | | |
|---|---|--------------|
| TAG Licensing, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| Hickey-Freeman Co., Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Higgins, Frank & Hill, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| Hoosier Factories, Incorporated | 101 North Wacker Drive Chicago, Illinois 60606 | Indiana |
| HSM University, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| Intercontinental Apparel, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| International Women's Apparel, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Texas |
| Jaymar-Ruby, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Indiana |
| JRSS, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Indiana |
| Kuppenheimer Men's Clothiers Dadeville, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Alabama |
| Men's Quality Brands, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| National Clothing Company, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| 106 Real Estate Corp. | 101 North Wacker Drive Chicago, Illinois 60606 | Pennsylvania |
| Plaid Clothing Company, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| Rector Sportswear Corporation | 101 North Wacker Drive Chicago, Illinois 60606 | Arkansas |
| Robert's International Corporation | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| SALHOLD, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Delaware |
| Seaford Clothing Co. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| Society Brand, Ltd. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| Robert Surrey, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |
| Tailored Trend, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Thorngate Uniforms, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | Pennsylvania |
| Trade Finance International Limited | 101 North Wacker Drive Chicago, Illinois 60606 | Illinois |

Schedule II-2

LA1:947920

TRADEMARK
REEL: 002389 FRAME: 0462

| | | |
|------------------------------|---|----------------|
| Universal Design Group, Ltd. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| M. Wile & Company, Inc. | 101 North Wacker Drive Chicago, Illinois 60606 | New York |
| Winchester Clothing Company | 101 North Wacker Drive Chicago, Illinois 60606 | Kentucky |
| Yorke Shirt Corporation | 101 North Wacker Drive Chicago, Illinois 60606 | South Carolina |

Schedule II-3

LA1:947920

RECORDED: 10/12/2001

TRADEMARK
REEL: 002389 FRAME: 0463