

10-11-2002

10-11-02

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



102247592

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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Hart Schaffner & Marx

10-11-02

- Individual(s)
- General Partnership
- Corporation-State
- Other of New York
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation

Internal Address: (Central), as Agent, Suite 2200

Street Address: 150 South Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Illinois
- Other

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 No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 8/30/2002

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

A. Trademark Application No.(s) _____
See Exhibit A annexed hereto

B. Trademark Registration No.(s) _____
See Exhibit A annexed hereto

Additional number(s) attached Yes No

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

Name: Otterbourg, Steindler, Houston &

Internal Address: Rosen, P.C.

Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: _____

32

7. Total fee (37 CFR 3.41).....\$ 815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Preston R. Cappello

Name of Person Signing

Preston R. Cappello
Signature

Oct. 10, 2002
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

10/11/2002 6TON11 00000075 1928538

01 FC:481 40.00 OP
02 FC:482 775.00 OP

TRADEMARK
REEL: 002596 FRAME: 0181

EXHIBIT A

Hart Schaffner & Marx

Trademark	Reg. No.	Reg. Date	Expiration Date
American Traveler	1928538	10/17/95	10/17/2005
Ariel Worsteds	1386824	03/18/86	03/18/2006
Blue Chip Stock Plan	1362679	09/24/85	09/24/2005
Dawson & Roberts	1521914	01/24/89	01/24/2009
Desert Classic	1508316	10/11/88	10/11/2008
Four Winds	198166	05/05/25	05/05/2005
Four Winds	1242957	06/21/83	06/21/2003
Frost Loom	1506062	09/27/88	09/27/2008
Graham & Gunn Ltd.	825805	03/14/67	03/14/2007
Grand Prix	782470	12/29/64	12/29/2004
Hart Schaffner & Marx	2195899	10/13/98	10/13/2008
Hart Schaffner & Marx	2099947	09/23/97	09/23/2007
Hart Schaffner & Marx	515944	10/04/49	10/04/2009
Hart Schaffner & Marx and Horse & Rider Design	515945	10/04/49	10/04/2009
Hartmarx	1259496	11/29/83	11/29/2003
Hawksley & Wight	1928716	10/17/95	10/17/2005
Hawksley & Wight	1436523	04/14/87	04/14/2007
Horse and Rider Design	2198384	10/20/98	10/20/2008
Horse and Rider Design	2099963	09/23/97	09/23/2007
Landshire	202236	08/18/25	08/18/2005
Sharkeye	781464	12/08/64	12/08/2004
Shield & Elk Design	1512829	11/15/88	11/15/2008
Societa' Uomo	1511049	11/01/88	11/01/2008
Society	208938	02/09/26	02/09/2006
Society Brand, Ltd.	1212496	10/12/82	10/12/2002
Thorngate Uniforms, Inc.	1318239	02/05/85	02/05/2005
Thos. Heath (Word)	1369168	11/05/85	11/05/2005
Viracle	817410	10/25/66	10/25/2006
Windrose	1214929	11/02/82	11/02/2002
World Crossed Golf Clubs	1246465	07/26/83	07/26/2003

EXHIBIT A

Hartmarx International, Inc

Trademark	Reg. No.	Reg. Date	Expiration Date
Briar & Design	807794	05/03/66	05/03/2006
H.M.S.	820043	10/06/66	12/06/2006

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August ~~20~~²⁰, 2002, is by and between the parties listed on Schedule 1 hereto (each individually, a "Debtor" and collectively, "Debtors"), and CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation having an address at 150 South Wacker Drive, Chicago, Illinois 60606, in its capacity as agent ("Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (individually each, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used, and is the owner of the entire right, title, and interest in and to the registered trademarks, and trademark applications described in Exhibit A hereto and made a part hereof;

WHEREAS, Hartmarx Corporation, a Delaware corporation ("Hartmarx"), certain Subsidiaries of Hartmarx, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Hartmarx as set forth in the Loan and Security Agreement, dated of even date herewith, by and between Hartmarx, certain Subsidiaries of Hartmarx, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement) and certain other Financing Agreements; and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Hartmarx and certain of its Subsidiaries pursuant thereto, Debtors have agreed to grant a security interest in the Collateral (as defined below) to Secured Party, for the benefit of Lenders.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and full and final payment of the Obligations, each Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, the following (being collectively referred to herein as the "Collateral"): (a) all of such Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of such Debtor's trademarks, and all trademark and service mark applications and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any

State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to any Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest granted to Secured Party, for the benefit of Lenders, pursuant to this Agreement shall secure the performance and payment of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Debtor hereby represents, warrants and covenants with and to Secured Party the following (which shall survive the execution and delivery hereof):

(a) All of the Collateral of each Debtor (other than Trademarks not registered in the United States and subject to the right of Debtor to abandon Trademarks in accordance with Section 3(h) hereof) is subsisting and in full force and effect and, to the best of each Debtor's knowledge, all such registered Trademarks are valid and enforceable, and Debtors own the sole, full and clear title thereto (subject only to the security interests granted hereunder and pursuant to the Loan Agreement), and the right and power to grant the security interest granted hereunder. Debtors shall, at Debtors' expense, perform all acts and execute all documents necessary to maintain the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except, in each case, with respect to, those Trademarks which are not material and are no longer used or useful in any material respect in the business of Debtors or any of their Affiliates or Subsidiaries and do not appear on or are not affixed to or used in the manufacture, sale or distribution of any Inventory or incorporated in any Equipment or necessary in connection with the Records and have a minimal value and/or are not likely, in Debtor's reasonable judgment, to issue (with respect to a Trademark application) or be sustained in a pending challenge. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan

Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(d) below or under the Loan Agreement.

(b) No Debtor shall assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement.

(c) Each Debtor shall, at its own or Debtors' expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtors hereby authorize Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, each Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Schedule 8.11 to the Information Certificate constituting Exhibit C to the Loan Agreement.

(e) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder to preserve, protect, maintain, record or enforce the Obligations, the Collateral or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and legal expenses. Debtors shall be jointly and severally liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Hartmarx, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) In the event any Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, such Debtor shall provide Secured Party with written notice of such action not later than thirty (30) days after

such action. If, after the date hereof, any Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, each Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party, for the benefit of Lenders.

(h) No Debtor has abandoned any of the Trademarks and no Debtor will do any act, or omit to do any act, whereby the Trademarks may become abandoned, invalidated or unenforceable, provided, that, Debtor may abandon or cancel such Trademarks which are not material and are no longer used or useful in any material respect in the business of any Debtor or any of its affiliates or subsidiaries and do not appear on or are not affixed to or used in the manufacture, sale or distribution of any Inventory or incorporated in any Equipment or necessary in connection with the Records (as defined in the Loan Agreement) and has a minimal value and/or is not likely, in such Debtor's judgment, to issue (with respect to a Trademark application) or be sustained in a pending challenge. Debtor shall promptly notify Secured Party if it knows of any reason why any application, registration, or recording with respect to any Trademarks may become abandoned, canceled or invalidated (other than those permitted to be abandoned pursuant to the terms of the previous sentence).

(i) Each Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country to: (i) upon the occurrence and during the continuance of an Event of Default, maintain any application and registration of the Trademarks as such Debtor's exclusive property and (ii) protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings and defending against challenges, subject to each Debtor's rights to abandon or cancel such Trademarks and Trademark applications pursuant to Section 3(h) hereof.

(j) To each Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Each Debtor shall promptly notify Secured Party if such Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party or any Lender, each Debtor, at such Debtor's expense,

shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(k) Each Debtor assumes all responsibility and liability arising from the use of the Trademarks and each Debtor hereby jointly and severally indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by such Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

4. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither any Debtor nor any Affiliate or Subsidiary of any Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing the security interest granted to Secured Party by Debtors or any subsidiary or affiliate of any Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries, provided that such licenses shall not violate the rights of any exclusive licensee under any license theretofore granted by any Debtor or any Subsidiary or Affiliate of any Debtor and disclosed to Secured Party in writing.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtors of any proposed disposition shall be deemed reasonable notice thereof and each Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem

appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may execute and deliver on behalf of any Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Each Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Each Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party shall first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral as set forth in the Loan Agreement to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party or Lenders. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Each Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Each Debtor shall supply to Secured Party or to Secured Party's designee, such Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and such Debtor's customer lists and other records relating to the Trademarks.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois 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 Illinois.

(b) Debtors and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected or related or incidental to the dealings of Debtors and Secured Party or any Lender in respect of this Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Each Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon such Debtor in any other manner provided under the rules of any such courts.

(d) EACH DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTORS AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR AND SECURED PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTORS OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTORS AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to any Debtor: c/o Hartmarx Corporation
101 North Wacker Drive
Chicago, Illinois 60606
Attention: Executive Vice President and
Chief Financial Officer
Telephone No.: 312-357-5400
Telecopy No.: 312-855-3799

with a copy to: Hartmarx Corporation
101 North Wacker Drive
Chicago, Illinois 60606
Attention: General Counsel
Telephone No.: 312-357-5321
Telecopy No.: 312-357-5807

If to Secured Party
and Lenders: Congress Financial Corporation (Central)
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60606-4401
Attention: Portfolio Manager
Telephone No.: 312-332-0420
Telecopy No.: 312-332-0424

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtors, Secured Party and Lenders pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(c) This Agreement shall be binding upon each Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtors and Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized

officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

EACH OF THE COMPANIES LISTED
ON SCHEDULE 1 HERETO

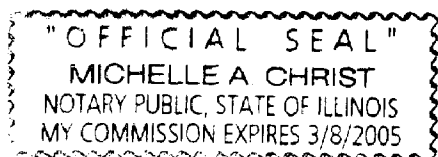
By: [Signature]
Executive Vice President of Hartmark
Title: Vice President of each such company
of others

CONGRESS FINANCIAL CORPORATION
(CENTRAL), as Agent

By: [Signature]
Title: Exec. VP.

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On the 23rd day of August, 2002, before me personally came Glenn R. Morgan, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the Executive Vice President of Amtrak ~~Vice President of Others~~ of each of the companies listed on Schedule 1 to the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of each such corporation.



Michelle A. Christ
Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 30th day of August, 2002, before me personally came BARRY KASTNER, to me known, who, being duly sworn, did depose and say, that he/she is the Executive Vice President of CONGRESS FINANCIAL CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Denise Hill
Notary Public

DENISE HILL
Notary Public, State of New York
No. 01H15061909
Qualified in Queens County
Certificate Filed In New York County
Commission Expires June 17, 2006

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

Hartmarx Corporation

Trademark	Reg. No.	Reg. Date	Expiration Date
Baskin	1202095	07/20/82	07/20/2002
Downing Street	1326006	03/19/85	03/19/2005
Hastings	1869710	12/27/94	12/27/2004
Silverwoods	1214061	10/26/82	10/26/2002
The Right Stuff	1306079	11/20/84	11/20/2004

Consolidated Apparel Group, Inc.

Trademark	Reg. No.	Reg. Date	Expiration Date
Dash	1,807,678	11/30/93	11/30/2003
Dash Classics	2,017,770	11/16/96	11/16/2006
Naturalife	1,695,397	06/16/92	06/16/2002

Copley Apparel Group Limited

Trademark	Reg. No.	Reg. Date	Expiration Date
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Trademark	Reg. No.	Reg. Date	Expiration Date
Ana Maas Design	2.237,949	04/13/99	04/13/2014
Keithmoor	1.683,852	04/21/92	04/21/2007
Keithmoor	Ser. 78069712†		
L'Esprit du pantalon Canadien (stylized)	Ser. 76274390†		
Man Design	1.886,104	03/28/95	03/28/2010
Matteo Maas	1.970,696	04/30/96	04/30/2011
Matteo Maas	2.207,406	12/01/98	12/01/2013

Trademark	Reg. No.	Reg. Date	Expiration Date
Royal Canadian	1.918.021	09/12/95	09/12/2010
Spiritoso	2.071.960	06/17/97	06/17/2012

†US Application

Country Miss, Inc.

Trademark	Reg. No.	Reg. Date	Expiration Date
Country Junior & Design	793386	07/27/65	07/27/2005
Country Miss & Design	766416	03/10/64	03/10/2004
Tailored by Handmacher	1244539	07/05/83	07/05/2003

Direct Route Marketing Corporation

Trademark	Reg. No.	Reg. Date	Expiration Date
Barrie Pace	1507576	10/04/88	10/04/2008
Barrie Pace Ltd.	1424004	01/06/87	01/06/2007

HMX Sportswear, Inc.

Trademark	Reg. No.	Reg. Date	Expiration Date
Great Gatsby	1559913	10/10/89	10/10/2009
Pusser's	1953480	01/30/96	01/30/2006
Pusser's of the West Indies and Design	1449837	07/28/87	07/28/2007
Signal Flag Design	1276292	05/01/84	05/01/2004
Splice the Main Brace and Design	1355445	08/20/85	08/20/2005

Hart Schaffner & Marx

Trademark	Reg. No.	Reg. Date	Expiration Date
American Traveler	1928538	10/17/95	10/17/2005
Ariel Worsteds	1386824	03/18/86	03/18/2006
Blue Chip Stock Plan	1362679	09/24/85	09/24/2005

Trademark	Reg. No.	Reg. Date	Expiration Date
Dawson & Roberts	1521914	01/24/89	01/24/2009
Desert Classic	1508316	10/11/88	10/11/2008
Four Winds	198166	05/05/25	05/05/2005
Four Winds	1242957	06/21/83	06/21/2003
Frost Loom	1506062	09/27/88	09/27/2008
Graham & Gunn Ltd.	825805	03/14/67	03/14/2007
Grand Prix	782470	12/29/64	12/29/2004
Hart Schaffner & Marx	2195899	10/13/98	10/13/2008
Hart Schaffner & Marx	2099947	09/23/97	09/23/2007
Hart Schaffner & Marx	515944	10/04/49	10/04/2009
Hart Schaffner & Marx and Horse & Rider Design	515945	10/04/49	10/04/2009
Hartmarx	1259496	11/29/83	11/29/2003
Hawksley & Wight	1928716	10/17/95	10/17/2005
Hawksley & Wight	1436523	04/14/87	04/14/2007
Horse and Rider Design	2198384	10/20/98	10/20/2008
Horse and Rider Design	2099963	09/23/97	09/23/2007
Landshire	202236	08/18/25	08/18/2005
Sharkeye	781464	12/08/64	12/08/2004
Shield & Elk Design	1512829	11/15/88	11/15/2008
Societa' Uomo	1511049	11/01/88	11/01/2008
Society	208938	02/09/26	02/09/2006
Society Brand, Ltd.	1212496	10/12/82	10/12/2002
Thorngate Uniforms, Inc.	1318239	02/05/85	02/05/2005
Thos. Heath (Word)	1369168	11/05/85	11/05/2005
Viracle	817410	10/25/66	10/25/2006
Windrose	1214929	11/02/82	11/02/2002
World Crossed Golf Clubs	1246465	07/26/83	07/26/2003

Hartmarx International, Inc

Trademark	Reg. No.	Reg. Date	Expiration Date
Briar & Design	807794	05/03/66	05/03/2006
H.M.S.	820043	10/06/66	12/06/2006

Hickey-Freeman Co., Inc.

Trademark	Reg. No.	Reg. Date	Expiration Date
Belano	787196	03/23/65	03/23/2005
Canterbury	507231	03/01/49	03/01/2009
Customaire	218567	09/28/26	09/28/2006
Customized	296444	08/09/32	08/09/2002
Customized Comments	599362	12/14/54	12/14/2004
Diamond Head	797832	10/19/65	10/19/2005
Evenings	1330996	04/16/85	04/16/2005
Gilbert & Lodge	944144	10/03/72	10/03/2002
Gilbert & Lodge (Stylized)	1788257	08/17/93	08/17/2003
Hand & Needle Design	507229	03/01/49	03/01/2009
HF and Design	1362080	09/24/85	09/24/2005
Hickey-Freeman	511277	06/21/49	06/21/2009
Hickey Freeman & Design	1971537	04/30/96	04/30/2006
Kurlnot	598511	11/23/54	11/23/2004
Londonaire	195449	02/24/25	02/24/2005
Margate	1055173	12/28/76	12/28/2006
Rollproof	865823	03/04/69	03/04/2009
Terecool	742041	12/11/62	12/11/2002
Terelyte	742042	12/11/62	12/11/2002
The Briarcrest Group	774172	07/28/64	07/28/2004
The Woodbriar Collection	774612	08/04/64	08/04/2004
Travelwear	196362	03/17/25	03/17/2005
Walter Morton Clothes & Design	251049	12/25/28	12/25/2008

Trademark	Reg. No.	Reg. Date	Expiration Date
Walter-Morton Clothes and Design	1676885	02/25/92	02/25/2002
WM Crest Design	251048	12/25/28	12/25/2008

International Women's Apparel, Inc.

Trademark	Reg. No.	Reg. Date	Expiration Date
Alex	1859751	10/25/94	10/25/2004
Eye	2391824	10/03/2000	10/03/2010
Old Mill	1278405	05/15/84	05/15/2004
Suburban Petites	1399604	07/01/86	07/01/2006

Jaymar-Ruby, Inc.

Trademark	Reg. No.	Reg. Date	Expiration Date
Contour / Ease	1311144	12/25/84	12/25/2004
Ember Glow	1346282	07/20/85	07/20/2005
Jay-Bonair	799156	11/23/65	11/23/2005
Jaymar Sport	1362092	09/24/85	09/24/2005
Jaymar / Sansabelt The Slack Shop	1346865	07/02/85	07/02/2005
Jaysport Design	1221852	12/28/82	12/28/2002
Lady Golfer Design	1954387	02/06/96	02/06/2006
Mint Edition	1323411	05/05/85	05/05/2005
S Design	1184893	01/05/82	01/05/2002
Sansabelt	1331010	04/16/85	04/16/2005
Sansabelt Sport	1493213	06/21/88	06/21/2008
Sharkfire	1347994	07/09/85	07/09/2005
The Sansabelt Shop	1215406	11/02/82	11/02/2002
The Sansabelt Suit	1306102	11/20/84	11/20/2004
The Sansabelt System	2183846	08/25/98	08/25/2008

Trademark	Reg. No.	Reg. Date	Expiration Date
1290 Collection	755144	08/20/63	08/20/2003
Air Cooled	1885604	03/21/95	03/21/2005
Alumni	1445272	06/30/87	06/30/2007
Alumni Club	327546	08/27/35	08/27/2005
Bangore	219090	01/26/32	01/26/2002
Barcelona	598314	11/16/54	11/16/2004
Belridge (Stylized)	340154	11/03/36	11/03/2006
Benchley Ltd.	1216844	11/16/82	11/16/2002
Bengalese	568031	12/16/52	12/16/2002
Bottoms Up	810170	06/21/66	06/21/2006
Brannoch	1915088	08/29/95	08/29/2005
Briar and Hearth	855597	08/27/68	08/27/2008
Briarwood W/design	1237420	05/10/83	05/10/2003
Chesapeake	578036	07/28/53	07/28/2003
Civilian Issue	1279036	05/22/84	05/22/2004
Cool Magic	589917	05/18/54	05/18/2004
Court Silk	1893658	05/09/95	05/09/2005
De Rigueur by Schoeneman	1488552	03/17/88	03/17/2008
Design of Three Crossed Racquets	1429406	02/17/87	02/17/2007
Designer Forum	1937456	11/21/95	11/21/2005
Designer Showcase	870946	06/10/69	06/10/2009
Doncaster	1905684	07/18/95	07/18/2005
Donganon	210083	03/09/26	03/09/2006

Trademark	Reg. No.	Reg. Date	Expiration Date
Don Richards	837195	10/17/67	10/17/2007
Duprini	589143	04/27/54	04/27/2004
Easy-Weave	751331	06/18/63	06/18/2003
Elkridge	630486	07/10/56	07/10/2006
Erinile	229284	06/21/27	06/21/2007
Fenamore	224603	03/01/87	03/01/2007
Glendoon	1360752	09/17/85	09/17/2005
Global Worsteds	849455	05/21/68	05/21/2008
Golden Square	204779	10/27/25	10/27/2005
Haddonfield (Stylized)	514423	08/30/49	08/30/2009
Hammer 'N Nails	566962	11/18/52	11/18/2002
Hunter Haig	791874	06/29/65	06/29/2005
Joshua Trent (Stylized)	1256194	11/01/83	11/01/2003
Kincardie	760779	11/26/63	11/26/2003
Longworth	297765	09/27/32	09/27/2002
Magica	573820	04/28/53	04/28/2003
Marrakech	590850	06/08/54	06/08/2004
Mr. Golf	826946	04/04/67	04/04/2007
Nite-Owl	758146	10/08/63	10/08/2003
Paddock Club	1488593	05/17/88	05/17/2008
Palm Beach	798121	10/26/65	10/26/2005
Palm Beach & Palm Tree Design	1193233	04/06/82	04/06/2002
Palm Beach Access	2041845	03/04/97	03/04/2007
Palm Beach W/ Design	108511	02/15/16	02/15/2006
Palm Tree Design	1401327	07/15/86	07/15/2006
Par-Master	778222	10/06/64	10/06/2004
Planters	799568	11/30/65	11/30/2005
Porto Fino	590274	05/25/54	05/25/2004
Pres-Sure	849741	05/21/68	05/21/2008

Trademark	Reg. No.	Reg. Date	Expiration Date
Private Label	1543597	06/13/89	06/13/2009
"Pro-Blazer"	837193	10/17/67	01/17/2007
Racquet Club	2171355	07/07/98	07/07/2008
Re-Flex	810171	06/21/66	06/21/2006
Regimentals	1184887	01/05/82	01/05/2002
Rockland	578596	08/11/53	08/11/2003
Scotch Mist	806000	03/22/66	03/22/2006
Scotsdale	229794	07/05/87	07/05/2007
Scotsworth	952077	01/30/73	01/30/2003
Seinsheimer	1207312	09/07/82	09/07/2002
Sharkweave	786455	03/09/65	03/09/2005
Skor	1253009	10/04/83	10/04/2003
Slackease	767210	03/24/64	03/24/2004
Springweave	827600	04/18/67	04/18/2007
Stonegate	326683	07/30/35	07/30/2005
Sulgrave	224602	03/01/87	03/01/2007
The "365" Collection	1545439	06/27/89	06/27/2009
The 365 Suit	1246473	07/26/83	07/26/2003
The Kelter	509290	05/03/49	05/03/2009
The Shetlander	259697	08/06/29	08/06/2009
Threadneedle Street	320831	01/08/35	01/08/2005
Tipperary	567079	11/25/52	11/25/2002
Townhouse	1313548	01/08/85	01/08/2005
Tromblee	797291	10/05/65	10/05/2005
Tumbury	1236468	05/03/83	05/03/2003
Vista I	834793	09/05/67	09/05/2007
Winston	637477	11/20/56	11/20/2006
Year Round Magica	600405	01/04/55	01/04/2005

Yorke Shirt Corporation

Trademark	Reg. No.	Reg. Date	Expiration Date
Nicola Mancini	880032	11/04/69	11/04/2009
Thomas Moore	1241250	06/07/83	06/07/2003

EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that HARTMARX CORPORATION ("Debtor"), having an office at 101 North Wacker Drive, Chicago, Illinois 60606, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (CENTRAL), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: August __, 2002

HARTMARX CORPORATION

By: _____

Title: _____

STATE OF

)

) ss.:

COUNTY OF

)

On the ____ day of August, 2002, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of HARTMARX CORPORATION, the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Companies Signatory to the Trademark Security Agreement

Hartmarx Corporation
Hart Schaffner & Marx
Sportswear, Inc.
Hickey-Freeman Co., Inc.
International Women's Apparel, Inc.
Jaymar-Ruby, Inc.
M. Wile & Company, Inc.
Consolidated Apparel Group, Inc.
Country Miss, Inc.
Direct Route Marketing Corporation
Hartmarx International, Inc.
Yorke Shirt Corporation
Copley Apparel Group Limited