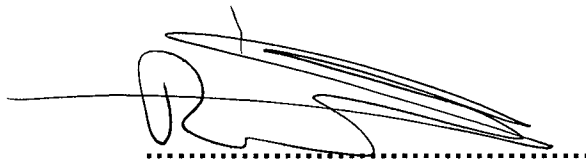


**THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF RICHARD SEXTON
SWORN BEFORE ME THIS 10th
DAY OF JUNE, 2009.**

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by several horizontal strokes, positioned above a dotted line.

A Commissioner, etc.

Execution Version

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

by and among

HARTMARX CORPORATION, and certain of its subsidiaries named herein

as Sellers,

and

EMERISQUE BRANDS UK LIMITED and SKNL NORTH AMERICA, B.V.

as Purchasers

Dated as of June 1, 2009

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of June 1, 2009 (the "Effective Date"), is made by and among Hartmarx Corporation, a Delaware corporation ("Parent") and the selling subsidiaries named on Appendix I hereto (collectively, other than Canadian Sub, the "Sellers"), Emerisque Brands UK Limited, a company formed under the laws of England and Wales ("Emerisque") and SKNL North America, B.V., a company incorporated under the laws of The Netherlands ("SKNL", collectively with Emerisque and any of their permitted designees, the "Purchasers"), and, for purposes of Sections 7.2(c) and 8.10 only, S. Kumars Nationwide Limited, a company incorporated under the laws of India ("SKNL Parent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article IX.

WHEREAS, Sellers, Canadian Sub, Purchasers and SKNL Parent (solely for purposes of Sections 7.2(c) and 8.10) have entered into that certain Asset Purchase Agreement dated as of May 21, 2009 (the "Original Agreement");

WHEREAS, Sellers, Canadian Sub, Purchasers and SKNL Parent desire to amend and restate the Original Agreement in its entirety as hereinafter set forth;

WHEREAS, Sellers are engaged in the business of designing, manufacturing, marketing, distributing and selling men's and women's apparel under the Brand Names, both owned and under license, through retail, department and specialty stores and directly to consumers through retail stores, catalogs and e-commerce websites (the "Business");

WHEREAS, on January 23, 2009 (the "Petition Date"), each Seller filed a voluntary petition (the "Petitions") for relief commencing cases (the "Chapter 11 Cases") under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "Bankruptcy Court");

WHEREAS, the Purchasers desire to purchase, and the Sellers desire to sell to the Purchasers, the Acquired Assets, and the Purchasers are willing to assume, and the Sellers desire to assign and delegate to the Purchaser, the Assumed Liabilities, upon the terms and conditions hereinafter set forth (the sale and purchase of the Acquired Assets and the assignment and assumption of the Assumed Liabilities are collectively referred to herein as the "Asset Purchase");

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement and the Canadian Agreement through a sale of the Acquired Assets and the Canadian Acquired Assets pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Canadian Sale Process; and

WHEREAS, the execution and delivery of this Agreement by Sellers and Sellers' ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order by the Bankruptcy Court under, inter alia, Sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.1 Acquired Assets. On the terms and subject to the conditions set forth in this Agreement, including approval of the Bankruptcy Court pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, at the Closing, the Sellers shall sell, assign, transfer, convey, and deliver to the Purchasers, and the Purchasers shall purchase, free and clear of all Encumbrances (other than Permitted Encumbrances) and accept from the Sellers, all right, title and interest of the Sellers in and to all rights, properties and assets of the Sellers (other than the Excluded Assets), of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (collectively, the "Acquired Assets"), including, without limitation all right, title and interest of each Seller in, to or under:

(a) all Accounts Receivable existing on the date hereof or arising in the ordinary course of the Business after the date hereof, except to the extent that any of the foregoing are collected, paid, satisfied or discharged on or prior to the Closing;

(b) all credits, claims for refunds, prepaid expenses, prepaid rent, and prepaid items relating to the Business, including without limitation, such of the foregoing as are listed and described on Schedule 1.1(b);

(c) all Contracts listed or described in Schedules 1.1(c)(i), (c)(ii), (c)(iii) and (c)(iv) other than those excluded pursuant to the next to last paragraph of this Section 1.1, as the same may be supplemented pursuant to the next to last paragraph of this Section 1.1 (the "Assigned Contracts");

(i) all of the Contracts between any Seller and a customer relating to the Business (the "Customer Contracts"), including without limitation, such of the foregoing as are listed or described on Schedule 1.1(c)(i) or that relate to the Business or arise in the ordinary course of the Business after the date hereof;

(ii) the Contracts between any Seller and a vendor or other third party providing goods or services relating to the Business (the "Supplier Contracts"), including without limitation, such of the foregoing as are listed or described on Schedule 1.1(c)(ii) or that relate to the Business and arise in the ordinary course of the Business after the date hereof;

(iii) the licenses, sublicenses or other Contracts to which a Seller is a party or otherwise bound pursuant to which Sellers have granted, been

granted, have given, or have obtained any right to use any Intellectual Property that is material to the Business or is otherwise related to the Acquired Assets, including without limitation such of the foregoing as are listed or described on Schedule 1.1(c)(iii) (the "License Agreements"); and

(iv) all Material Contracts not otherwise covered by clauses (i)-(iii) above and the other Contracts and arrangements that are listed or described on Schedule 1.1(c)(iv).

(d) any rights, claims or causes of action of Sellers against third parties arising out of events occurring prior to the Closing Date, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers, excluding only the rights, claims and causes of action that are identified as Excluded Assets in Section 1.2;

(e) all inventory, finished goods, goods in transit, works in process, samples, raw materials, packaging materials and other materials used or held for use in the operation of the Business or held by third parties, whether on consignment or not, including without limitation such of the foregoing as are listed or described on Schedule 1.1(e) (collectively, the "Inventory");

(f) (i) the Owned Real Property used in the operation of the Business that is listed and described on Schedule 1.1(f)(i) (the "Acquired Owned Real Property") and (ii) all Leases of Leased Real Property used in the operation of the Business that are listed and described on Schedule 1.1(f)(ii), other than such Leases that are excluded pursuant to the next to last paragraph of this Section 1.1, as the same may be supplemented pursuant to the next to last paragraph of this Section 1.1 (such Leases, the "Assumed Leases" and the Leased Real Property subject thereto, the "Acquired Leased Real Property");

(g) all machinery, equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles, tools, order entry devices and all other tangible personal property owned by the Sellers that are used in the operation of the Business and located on any Owned Real Property or on any Leased Real Property (collectively, the "Tangible Personal Property"), including, without limitation, such of the foregoing as are listed or described on Schedule 1.1(g);

(h) all Trademarks that are listed on Schedule 1.1(h), and each of the following used in connection with such Trademarks or products manufactured and sold under or that are used in connection with such Trademarks as of the Effective Date: all trade dress, logos, slogans, Domain Names, and other similar designations of source or origin, together with the goodwill symbolized by, and any registrations and applications for, the foregoing; Patents; Copyrights (other than Software); know-how, Trade Secrets, and rights in proprietary processes, formulae, Customer Lists, and supplier lists; and all other Intellectual Property owned, used or licensed by Sellers;

(i) all rights in the computer software programs and information technology systems listed or described on Schedule 1.1(i) (the “Software”);

(j) all Permits issued to the Sellers by any Governmental Entity relating to the operation of the Business and any subsidies and remissions provided by any Government Entity to Sellers with respect to the Business;

(k) the bank accounts and lockbox arrangements relating to the Business that are listed or described on Schedule 1.1(k) (excluding all rights or incidents of interest with respect to the cash or cash equivalents in such bank accounts or lock box arrangements on or before the Closing Date);

(l) all Documents except those (i) specifically excluded under Section 1.2(l) or (ii) relating to employees of Sellers who are not Hired Employees;

(m) all of Sellers’ rights, to the extent they are transferable, to make claims, and to receive the proceeds of any such claims, (i) under property or casualty insurance policies maintained by or on behalf of Sellers, or any of them, for any loss to an Acquired Asset occurring prior to Closing that is covered by such policies, and (ii) under liability insurance policies maintained by or on behalf of Sellers, or any of them, with respect to any Assumed Liability;

(n) all goodwill associated with the Business or the Acquired Assets;

(o) all telephone and telephone facsimile numbers and other directory listings used in connection with the Business;

(p) all original artwork, prints, lithographs, etchings, oil paintings, watercolor drawings and other similar works of art located at any Owned Real Property or Leased Real Property;

(q) all rights of Sellers under letters of credit or similar instruments issued by third parties naming any Seller as a beneficiary thereunder relating to the Acquired Assets; and

(r) all other or additional privileges, rights and interests associated with the Acquired Assets of every kind and description and wherever located that are used or intended for use in connection with, or that are necessary to the continued operation of, the Business as presently being operated.

Notwithstanding anything herein to the contrary, at any time prior to Closing, Purchasers shall be entitled in their sole discretion to remove any Contracts or Leases from the lists of Assigned Contracts and Assumed Leases by providing written notice thereof to Sellers, and any Contracts or Leases so removed shall not constitute Acquired Assets at Closing. At any time prior to Closing, Purchasers shall be entitled in their sole discretion to request the Sellers to add to the lists of Assigned Contracts and Assumed Leases any Contracts or Leases of Sellers by

providing written notice thereof to Sellers, and any Contracts or Leases so added shall constitute Acquired Assets; provided that Purchasers shall not be entitled to add to the list of Assigned Contracts or Assumed Leases any Contracts or Leases of Sellers that, as of the date Purchasers provide written notice to Sellers, (i) any Sellers have rejected by order of the Bankruptcy Court, (ii) that have terminated or expired pursuant to their terms or by order of the Bankruptcy Court, or (iii) that are set forth on Schedule 1.1(A). If Purchasers add any Contracts or Leases to the Assigned Contracts or Assumed Leases in accordance with the foregoing, then, at the Purchasers' request, and subject to Section 1.5, Sellers shall take such steps as are necessary to cause such Contracts or Leases to be assumed by the Sellers and assigned to the Purchasers, including promptly filing appropriate pleadings with the Bankruptcy Court to obtain approval of such assumption and assignment.

At any time prior to three (3) Business Days prior to the date of the Auction, Purchasers may, in their sole discretion by written notice to Sellers, designate any of the Acquired Assets other than Assigned Contracts and Assumed Leases as additional Excluded Assets, which notice shall set forth in reasonable detail the Acquired Assets so designated. Purchasers acknowledge and agree that there shall be no reduction in the Purchase Price if they elect so to designate any Acquired Assets as Excluded Assets.

Section 1.2 Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, the following rights, properties and assets (collectively, the "Excluded Assets") will not be included in the Acquired Assets, and Sellers shall retain all right, title and interest in, to and under the Excluded Assets:

- (a) all cash, cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit and other bank accounts, or marketable securities of the Sellers;
- (b) all of the Accounts Receivable that have been satisfied or discharged prior to the Closing;
- (c) all intercompany payables, liabilities and obligations (of any nature or kind, and whether based in common law or statute or arising under written contract or otherwise, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential) owed or payable to any Sellers or any affiliate thereof or as to which any Seller or any affiliate thereof is an obligor or is otherwise responsible or liable;
- (d) all of the Contracts that have terminated or expired prior to the Closing in the ordinary course of the Business;
- (e) all Contracts, and all of Sellers' rights thereunder, that are not Assigned Contracts (the "Excluded Contracts");
- (f) all Owned Real Property other than Acquired Owned Real Property;

(g) all Leases other than the Assumed Leases, after giving effect to the terms set forth in the next to last paragraph of Section 1.1, and any letters of credit relating thereto;

(h) any Inventory sold prior to the Closing in the ordinary course of the Business consistent with past practice;

(i) any Tangible Personal Property disposed of in the ordinary course of the Business consistent with past practice;

(j) any right the Sellers have with respect to any deferred Tax assets or any refund for Taxes;

(k) any shares of capital stock or other equity interest of any Seller or any affiliate thereof or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller or any affiliate thereof;

(l) the company seal, minute books, charter documents, stock or equity record books and such other books and records as pertain to the organization, existence or capitalization of the Sellers or any affiliate thereof as well as any other Documents relating to the Sellers or any affiliate thereof related primarily to an Excluded Asset or Excluded Liability;

(m) all avoidance actions and other causes of action under Sections 544 through 553, inclusive, of the Bankruptcy Code;

(n) any right, property or asset that is listed or described on Schedule 1.2(n);

(o) any rights, claims or causes of action of Sellers arising under this Agreement or the Ancillary Documents;

(p) all receivables, claims or causes of action related primarily to any Excluded Asset;

(q) all letters of credit related solely to any Excluded Asset;

(r) all rights under (i) insurance policies relating to claims for losses related primarily to any Excluded Asset or Excluded Liability or (ii) directors' and officers' insurance policies or similar fiduciary policies; and

(s) any asset of Sellers that would constitute an Acquired Asset (if owned by Sellers on the Closing Date) that is conveyed or otherwise disposed of during the period from the date hereof until the Closing Date as permitted by the terms of this Agreement.

Section 1.3 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchasers shall execute and deliver to Sellers the Assignment and Assumption Agreement pursuant to which Purchasers shall assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following Liabilities (without duplication) (collectively the "Assumed Liabilities") and no others:

(a) all customer and consumer programs in the ordinary course of the Business, including gift certificates, customer deposits, store credits, product returns, promotional discounts and allowances;

(b) all Liabilities of any Seller under each of the Assigned Contracts and the Assumed Leases arising after the Closing in respect of which the Bankruptcy Court has approved its assumption by, and assignment to, the Purchasers or, if required, a Third Party Consent has been obtained;

(c) all Liabilities related to the Des Plaines Mortgage Loan;

(d) amounts incurred in the ordinary course of business consistent with past practice that are current in nature (and not past due) and are owed to suppliers and service providers in respect of goods and services provided after the Petition Date to or for the benefit of the Acquired Assets that would have an administrative priority claim attached to them under Section 503(b)(1) of the Bankruptcy Code (collectively, "Eligible Administrative Claims"); provided, however, that (i) any amounts owed to any supplier set forth on Exhibit L must be on payment terms consistent with the terms set forth on Exhibit L in order to qualify as Eligible Administrative Claims, and (ii) Eligible Administrative Claims shall not include the claims of any suppliers or service providers to the Sellers since the Petition Date that provide for payment terms in excess of seven days unless otherwise set forth on Exhibit L; and provided, further, that all Eligible Administrative Claims shall be payable on the later of (i) 60 days after Closing and (ii) their respective scheduled payment dates.

(e) (i) accrued payroll (including accrued payroll Taxes) for all current employees of Sellers and (ii) accrued (to the extent not paid by Sellers) and unused paid time off ("PTO") to which the Hired Employees are entitled pursuant to the PTO policies of the Sellers applicable to such Hired Employees immediately prior to the Closing Date (the "PTO Policies"), and Purchasers shall permit such Hired Employees to use such PTO in accordance with Purchasers' PTO policies; provided that during the period between the date hereof and the Closing Date, Sellers shall not modify or amend the PTO Policies with respect to the Hired Employees;

(f) all Cure Costs; and

(g) the other liabilities and obligations described on Schedule 1.3(g).

Section 1.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Purchasers shall not assume and shall not be obligated to assume or

be obliged to discharge any Liability of any Seller, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers, other than the Assumed Liabilities (collectively the "Excluded Liabilities"). For the avoidance of doubt, the Excluded Liabilities include the following:

(a) any Liability of Sellers or their directors, officers, stockholders or agents (acting in such capacities), arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including, without limitation, all finder's or broker's fees and expenses and any and all fees and expenses of any representatives of Sellers;

(b) other than as specifically set forth herein, any Liability relating to (x) events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the Closing Date, (y) the ownership, possession, use, operation or sale or other disposition prior to the Closing Date of any Acquired Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing Date, with the Business) or (z) the Chapter 11 Cases;

(c) except as set forth in Section 1.3(d), amounts owed to vendors and service providers in respect of goods and services arising in the ordinary course of the Business on or after the Petition Date and existing as of or immediately prior to the Closing and that would have an administrative priority claim attached to them under Section 503(b)(1) or Section 503(b)(9) of the Bankruptcy Code;

(d) except as set forth in Section 1.3(e), any Liability to any Person at any time employed by Sellers or their predecessors-in-interest at any time or to any such Person's spouse, children, other dependents or beneficiaries, with respect to incidents, events, exposures or circumstances occurring at any time during the period or periods of any such Person's employment by Sellers or their predecessors-in-interest, whenever such claims mature or are asserted, including, without limitation (except as otherwise specifically set forth herein), all Liabilities arising (i) under any benefit plans, including any key employee incentive plan approved by the Bankruptcy Court, (ii) under any employment, wage and hour restriction, equal opportunity, discrimination, plant closing or immigration and naturalization laws, (iii) under any collective bargaining laws, agreements or arrangements or (iv) in connection with any workers' compensation or any other employee health, accident, disability or safety claims;

(e) any Liability relating to the Acquired Assets based on events or conditions occurring or existing prior to the Closing Date and connected with, arising out of or relating to: (i) Hazardous Substances or Environmental Laws, (ii) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person or (iii) compliance with any Legal Requirement relating to any of the foregoing;

(f) any Liability of Sellers and their Affiliates under Title IV of ERISA;

(g) any Liability of Sellers and their Affiliates under COBRA or the WARN Act;

(h) any pension, retirement, welfare, severance, change of control or deferred compensation Liability of Sellers to their current or former employees which are accrued as of the Closing Date, whether or not under any Benefit Plan;

(i) except as provided in Section 8.4, any Liability for Taxes attributable to periods ending on or prior to the Closing Date;

(j) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date;

(k) any Liability of Sellers to any Person on account of any Action or Proceeding, to the extent such Action or Proceeding either exists as of Closing or relates to a period ending on or prior to the Closing Date; and

(l) any Liability relating to or arising out of the ownership or operation of an Excluded Asset.

Section 1.5 Assignment of Assigned Contracts and Assumed Leases. To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 1.5, Sellers shall assume and transfer and assign all Assigned Contracts and Assumed Leases to Purchasers pursuant to Sections 363 and 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable. Notwithstanding any other provision of this Agreement or in any Ancillary Document to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract or Permit or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach or in any way adversely affect the rights of the Purchasers or Sellers thereunder. If with respect to any Assigned Contract or Permit (other than any such Assigned Contract or Permit for which a Third Party Consent is required, such consent is not obtained or such assignment is not obtainable pursuant to Section 365 of the Bankruptcy Code), then such Assigned Contract or Permit shall not be transferred hereunder and the Closing shall proceed with respect to the remaining Assigned Contracts and Permits without any reduction in the Purchase Price. In the case of Assigned Contracts or Permits (other than any such Assigned Contract or Permit for which a Third Party Consent is required) or any bank accounts or lockbox arrangements (i) that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, at the Purchasers' sole expense, reasonably cooperate with the Purchasers in endeavoring to obtain such consent and, if any such consent is not obtained, Sellers shall, following the Closing, at the Purchasers' sole expense, cooperate with the Purchasers in all reasonable respects to provide to the Purchasers the benefits thereof in some other manner, or (ii) that are otherwise not transferable or assignable (after giving effect to the Sale Order and the Bankruptcy Code) shall, following the Closing, at the Purchasers' sole expense, reasonably cooperate with the Purchasers to provide to the Purchasers the benefits thereof in some other manner (including the exercise of the rights of Sellers thereunder); provided that nothing in this Section 1.5 shall (x) require any Seller or any affiliate thereof to make any significant expenditure or incur any significant obligation on its

own or on behalf of the Purchasers or (y) prohibit any Seller or any affiliate thereof from ceasing operations or winding up its affairs following the Closing; provided, further, that nothing in this Section 1.5 shall require Purchasers to reimburse Sellers for any attorneys' fees and expenses incurred by Sellers in complying with their obligations under this Section 1.5.

Section 1.6 Purchase Price. In consideration for the Acquired Assets, the Purchasers shall, in addition to the assumption of the Assumed Liabilities, (i) pay to Wachovia as agent for the DIP Lenders at the Closing consideration equal to \$83,964,000 (the "Base Purchase Price") (representing seventy-two percent (72%) of the DIP Balance as of May 8, 2009) and (ii) deliver to Wachovia as agent for the DIP Lenders a junior subordinated secured note (the "Junior Secured Note") in the principal amount of \$5.5 million, containing the terms set forth on Exhibit M. The Base Purchase Price will be subject to adjustment pursuant to Section 1.7 below (as so adjusted, the "Adjusted Base Purchase Price"). The "Purchase Price" shall consist of the sum of the aggregate value of the Assumed Liabilities, the Adjusted Base Purchase Price and the principal amount of the Junior Secured Note.

Section 1.7 Base Purchase Price Adjustment. (a) Immediately following the close of business on the day prior to the Closing Date, Sellers shall deliver to Purchasers the DIP Balance Certificate. The Base Purchase Price will then be subject to adjustment immediately prior to the Closing as follows:

(i) the Base Purchase Price shall be adjusted based on the amount obtained by subtracting seventy-two percent (72%) of the Pre-Closing DIP Balance from the Base Purchase Price (the "Adjustment Amount");

(ii) if the Adjustment Amount is a positive number, the Adjusted Base Purchase Price shall be the Base Purchase Price less the Adjustment Amount; and

(iii) if the Adjustment Amount is a negative number, the Adjusted Base Purchase Price shall be the Base Purchase Price plus the absolute value of the Adjustment Amount.

(b) The Adjusted Base Purchase Price shall be paid in cash except to the extent of the face value of letters of credit included therein that are assumed or replaced by Purchasers at Closing.

Section 1.8 Allocation of Purchase Price for Tax Purposes. Within sixty (60) days after the Closing, Purchasers shall deliver to Sellers for Sellers' review and approval allocation schedule(s) (the "Allocation Schedule(s)") allocating the Purchase Price, including the Assumed Liabilities that are liabilities for federal income Tax purposes, among the Acquired Assets. The Allocation Schedule(s) shall be reasonable and shall be prepared in accordance with Section 1060 of the Code and the regulations thereunder. Sellers agree that, following their approval of the Allocation Schedule(s), such approval not to be unreasonably withheld, Sellers shall sign the Allocation Schedule(s) and return an executed copy thereof to Purchasers, it being understood and agreed that on or before the twentieth (20th) Business Day following their receipt of the Allocation Schedule(s) from Purchasers as herein provided, Sellers shall either deliver an

executed copy thereof to Purchasers or, in the event that Sellers shall have objections to all or any portion of the Allocation Schedule(s), Sellers shall deliver to Purchasers a written objection to such Allocation Schedule(s), which written objection shall set forth in reasonable detail the basis for the objection of Sellers thereto. In the event that Sellers shall deliver a written objection to the Allocation Schedule(s), Sellers and Purchasers shall thereafter work in good faith to resolve any and all objections set forth therein, and upon the resolution of all such objections, Sellers and Purchasers shall execute and deliver to the other Parties a signed copy of such agreed upon Allocation Schedule(s). Purchasers and Sellers will each file IRS Form 8594 and all Tax Returns, in accordance with the Allocation Schedule(s) that are agreed upon by Sellers and Purchasers pursuant to the terms of this Section 1.8. Purchasers, on the one hand, and Sellers, on the other hand, each agrees to provide the other promptly with any other information required to complete any such forms.

ARTICLE II

THE CLOSING

Section 2.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Chicago, Illinois 60606 at 10:00 a.m. local time on the later of (i) the same day as the conditions set forth in Article VI shall have been satisfied or waived and (ii) at such other time, date and place as shall be fixed by agreement among Sellers and Purchasers (the date of the Closing being herein referred to as the "Closing Date"). For financial, accounting, Tax and economic purposes, including risk of loss, and for all other purposes under this Agreement, upon the occurrence of the Closing, the Closing shall be deemed to have occurred at 12:01 a.m. (Chicago time) on the Closing Date.

Section 2.2 Deliveries at Closing.

(a) At the Closing, the Sellers shall deliver to the Purchasers, or with respect to clause (iii) below, shall make available to the Purchasers at their then present location:

(i) one or more Bills of Sale, including a transfer of all Intellectual Property owned by the Sellers and included in the Acquired Assets but that is not covered in the instruments of assignment identified in Section 2.2(a)(ii), Deeds with respect to each Acquired Owned Real Property, the Assignment and Assumption Agreement, which shall include, but not be limited to, the assignment and assumption of the Lease of each Acquired Leased Real Property, and each other Ancillary Document to which any Seller is a party, duly executed by the appropriate Sellers;

(ii) instruments of assignment of the Patents (the "Assignment of Patents"), Trademarks (the "Assignment of Trademarks"), Copyrights (the "Assignment of Copyrights") and Domain Names (the "Assignment of Domain Names") that are owned by Sellers and included in the Acquired Assets, if any, duly executed by Sellers, in form for recordation with the

appropriate Governmental Authorities, substantially in the form of Exhibits E, F, G and H, respectively;

(iii) all material artwork, sketches, designs, drawings and copyrighted materials (registered and unregistered) that are included in the Acquired Assets, including all existing archives thereof, in the form maintained by Sellers and all existing hard copies of the foregoing, in each case as in Sellers' possession;

(iv) keys for the Acquired Owned Real Property and the Acquired Leased Real Property, the combinations for any safes located on the Acquired Owned Real Property and the Acquired Leased Real Property, and the access codes for any electronic security systems located on the Acquired Owned Real Property and the Acquired Leased Real Property;

(v) a certified copy of the Sale Order;

(vi) copies of all Third Party Consents;

(vii) the officer's certificates required to be delivered pursuant to Sections 6.3(a), (b) and (f);

(viii) a certificate executed by each Seller that transfers a United States real property interest (as defined in Section 897(c) of the Code) pursuant to this Agreement, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(ix) the transition services agreement to be entered into between the Sellers and the Purchasers (the "Transition Services Agreement"), substantially in the form of Exhibit I attached hereto, and a "Reverse Transition Services Agreement" (herein so called) in substantially the same form as the Transition Services Agreement but with Purchasers providing certain transition services to Sellers necessary for the administration of the Chapter 11 Cases, duly executed by each Seller;

(x) the Loan Assignment and Assumption Agreements, duly executed by HSM Real Estate LLC and Hart Schaffner & Marx;

(xi) a closing statement, duly executed by Sellers, setting forth customary real property matters;

(xii) all other previously undelivered certificates and other documents required to be delivered by the Sellers to the Purchasers at or prior to the Closing Date in connection with the Asset Purchase;

(xiii) unconditional commitments (the "Title Commitments") by the Title Company to issue ALTA owners title insurance policies insuring the interest of Purchasers in the Acquired Owned Real Property following the consummation of the transactions contemplated hereby, subject only to Permitted Encumbrances and such other exceptions as are reasonably acceptable to Purchasers, and with such endorsements as Purchasers shall reasonably require; provided that such endorsements shall not include any endorsement the issuance of which requires that a survey, zoning opinion or similar third party work product be delivered to the Title Company unless Purchasers obtain same at Purchaser's expense;

(xiv) owner's affidavits, duly executed by the applicable Sellers, in a form reasonably acceptable to the Title Company to issue title policies in accordance with the Title Commitments without the standard or pre-printed exceptions contained in the Title Commitments (other than any standard or pre-printed exceptions that can only be deleted by delivery of a survey to the Title Company), together with all other items within Sellers' control that are reasonably required by the Title Company to issue such title policies, provided, that any requirements contained in the Title Commitments that are not waived or deleted by the Title Company shall be deemed to be reasonable; and

(xv) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, and any other documents and writings (either executed counterparts or otherwise) required or reasonably requested by Purchasers to vest in Purchasers all the right, title and interest of Sellers in, to or under any or all the Acquired Assets, each in form and substance reasonably satisfactory to Purchasers.

(b) At the Closing, the Purchasers shall deliver to the Sellers or Wachovia as provided in this Agreement:

(i) the cash portion of the Adjusted Base Purchase Price by wire transfer in immediately available funds to an account or accounts designated by the Sellers;

(ii) the Junior Secured Note;

(iii) the Assignment and Assumption Agreement and each other Ancillary Document to which the Purchasers are party, duly executed by the Purchasers;

(iv) the Transition Services Agreement (and the Reverse Transition Services Agreement) duly executed by the Purchasers;

(v) the Loan Assignment and Assumption Agreements, duly executed by one or more designee of the Purchasers;

(vi) the officer's certificates required to be delivered pursuant to Sections 6.2(a) and (b);

(vii) a closing statement, duly executed by Purchaser, setting forth customary real property matters;

(viii) all other previously undelivered certificates and other documents required to be delivered by the Purchasers to the Sellers at or prior to the Closing Date in connection with the Asset Purchase; and

(ix) any other documents, instruments and writings (either executed counterparts or otherwise) required or reasonably requested by Sellers to be delivered by Purchasers pursuant to this Agreement for Sellers to transfer and assign the Assumed Liabilities to Purchasers and for Purchasers to assume the Assumed Liabilities, each in form and substance reasonably satisfactory to Sellers and Purchasers.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to Purchasers to enter into this Agreement and to consummate the transactions contemplated hereby, each Seller jointly and severally represents and warrants to Purchasers and agrees as follows:

Section 3.1 Organization. Each Seller is an entity duly organized validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to own, lease and operate and use the Acquired Assets and to carry on the Business as now conducted. Each Seller is duly qualified or licensed to do business as a foreign corporation and is in good standing in each jurisdiction in which the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so duly qualified, licensed and in good standing would not have a Material Adverse Effect. The Sellers have heretofore made available to the Purchasers a complete and correct copy of the organizational documents of each Seller, as currently in effect. Except as set forth in Schedule 3.1, Sellers do not, directly or indirectly, own, of record or beneficially, any outstanding voting securities, membership interests or other equity interests in any Person.

Section 3.2 Authority of Sellers. Each Seller has full power and authority to execute, deliver and, subject to the entry of the Sale Order, perform its obligations under this Agreement and each of the Ancillary Documents to which such Seller is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by each Seller have been duly authorized and approved by each Seller's board of directors (or similar governing body) and, subject to the entry of the Sale Order, do not require any authorization or consent of any Seller's shareholders or members that has not been obtained. This Agreement has been duly authorized, executed and delivered by Sellers and (assuming this Agreement constitutes a valid and binding obligation of the Purchasers), subject to the entry of the Sale Order, is the legal, valid and binding obligation of Sellers enforceable in accordance with its terms, and each of the

Ancillary Documents to which each Seller is a party has been duly authorized by Sellers and upon execution and delivery by Sellers and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of Sellers enforceable in accordance with its terms.

Section 3.3 Consents and Approvals. No consent, approval, or authorization of, or declaration, filing or registration with, any Governmental Entity is required to be made or obtained by any Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the Asset Purchase, except for (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, (b) Required Consents and the Third Party Consents set forth on Schedule 3.3 and (c) consents, approvals, authorizations, declarations, filings or registrations, which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 No Violations. Subject to receipt of the Required Consents and the Third Party Consents, and after giving effect to the Sale Order, neither the execution and delivery of this Agreement or any of the Ancillary Documents by Sellers or the consummation by Sellers of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by Sellers will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or obligation, under (1) any charter (or similar governing instrument) or by-laws (or similar governing document) of any Seller, (2) any Permits, (3) any Order to which any Seller is bound or any Acquired Asset is subject, (4) any Legal Requirement affecting Sellers or the Acquired Assets, or (5) any Contract to which any Seller is a party or otherwise bound, except in the case of clauses (2), (3), (4), and (5) immediately above, for such conflicts, breaches, defaults, events of default or accelerations that would not reasonably be expected to have a Material Adverse Effect.

Section 3.5 Books and Records. The books, records and accounts of the Sellers maintained with respect to the Business accurately and fairly reflect, in all material respects and in reasonable detail, the transactions and the assets and liabilities of the Sellers with respect to the Business. No Seller has engaged in any transactions with respect to the Business, maintained any bank account for the Business or used any of the funds of any Seller in the conduct of the Business except for transactions, bank accounts and funds which have been and are reflected in the books and records of the Sellers, maintained in all material respects in the ordinary course of the Business.

Section 3.6 Compliance with Laws; Permits.

(a) Sellers are in compliance with all Legal Requirements applicable to their respective operations and the Business, except as would not reasonably be expected to have a Material Adverse Effect.

(b) Sellers currently have all material Permits required for the operation of the Business as presently conducted and, subject to the effects of the filing of the Chapter 11 Cases, all such Permits are in full force and effect in all material respects. No Seller is in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any Permit to which it is a party,

except where such default or violation would not reasonably be expected to have a Material Adverse Effect.

(c) The representations and warranties set forth in this Section 3.6 shall not be applicable to (i) Intellectual Property, which is covered by Section 3.12(d), (ii) Environmental Laws and Environmental Permits, which are covered by Section 3.13(c), or (iii) Legal Requirements applicable to the Owned Real Property and the Leased Real Property or to employment matters, which are covered by Sections 3.13(a)(iii) and 3.14, respectively.

Section 3.7 Title to Acquired Assets. Immediately prior to the Closing, Sellers will have and, upon delivery to Purchasers on the Closing Date of the instruments of transfer contemplated by Section 2.2, and subject to the terms of the Sale Order, Sellers will thereby transfer to Purchasers good, valid, marketable and insurable title in fee simple to the Acquired Owned Real Property, and good title to, or, in the case of property leased or licensed by the Seller, a valid leasehold or licensed interest in, all other tangible Acquired Assets, free and clear of all Encumbrances, except (a) as set forth on Schedule 3.7, (b) for the Assumed Liabilities and (c) for Permitted Encumbrances.

Section 3.8 Absence of Certain Developments. Except as set forth on Schedule 3.8, from December 1, 2008 to the Effective Date:

(a) Sellers have conducted the Business in the ordinary course of the Business;

(b) there have not occurred any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that have constituted, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and

(c) no Seller has taken any action described in Section 5.1.

Section 3.9 No Undisclosed Liabilities. Except as set forth on Schedule 3.9 or in the Seller SEC Documents, none of the Sellers has any liabilities, obligations, claims or losses (whether liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise) required to be set forth on a balance sheet of such Seller or Parent, other than those (i) set forth in or reflected in the Parent's balance sheet dated November 30, 2007 and included in the Seller SEC Documents, (ii) incurred in the ordinary course of the Business or as required by applicable Legal Requirement since December 1, 2007 or (iii) which, individually or in the aggregate, do not or would not have a Material Adverse Effect.

Section 3.10 Brokers. Except for Moelis & Company LLC, whose fees, commissions and expenses, if any, are the sole responsibility of Sellers, no person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by the Sellers in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Sellers.

Section 3.11 Litigation.

Except as set forth on Schedule 3.11, there are no Proceedings pending or, to Sellers' Knowledge, threatened against Sellers or to which Sellers are otherwise a party, by or before any Governmental Entity which would reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.11, Sellers are not subject to any Order of any Governmental Entity which would reasonably be expected to have a Material Adverse Effect.

Section 3.12 Intellectual Property.

(a) Schedule 3.12(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; and (iv) all Domain Names, in each case which is owned by a Seller and which is material to the Business. Except as set forth on Schedule 3.12(a), Sellers are the sole record owners of all of the Intellectual Property set forth on Schedule 3.12(a), and all such Intellectual Property is subsisting and, to Sellers' Knowledge, valid and enforceable. Subject to Section 1.5, Sellers will transfer to Purchasers, all of their right, title and interest in and to all Intellectual Property owned by Sellers, and all of their right and interest in all Intellectual Property licensed to Sellers, in each case to the extent included in the Acquired Assets.

(b) Schedule 1.1(c)(iii) sets forth a true, correct and complete list, in all material respects, of all License Agreements, including any and all amendments and modifications thereto, and the Sellers have provided copies of all such License Agreements to Purchasers. Except as otherwise disclosed in Schedule 1.1(c)(iii), each License Agreement is in full force and effect and is a valid and binding obligation of the Seller party thereto and, to Sellers' Knowledge, the other parties thereto, enforceable in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally. Upon entry of the Sale Order and payment of the Cure Costs, (x) no Seller will be in breach or default of its obligations under any License Agreement, (y) no condition exists that with notice or lapse of time or both would constitute a default by any Seller under any of the License Agreements, and (z) to Sellers' Knowledge, no other party to any of the License Agreements is in breach or default thereunder, except in the case of clauses (x), (y), and (z) for any breaches or defaults that would not reasonably be expected to have a Material Adverse Effect.

(c) To Sellers' Knowledge, except as would not reasonably be expected to have a Material Adverse Effect, Sellers own, or have a valid right to use, free and clear of all Encumbrances (other than Permitted Encumbrances and any Encumbrances arising pursuant to the terms of a License), all Intellectual Property necessary to conduct the Business.

(d) Except as disclosed on Schedule 3.12(d), and except as would not reasonably be expected to have a Material Adverse Effect, (i) the conduct of the Business by Sellers (including the products currently sold by Sellers) as currently conducted

does not infringe, misappropriate or otherwise violate any Person's intellectual property rights, and there has been no such claim or Action asserted or threatened in writing and that has not been resolved in the past four (4) years against any Seller, or to Sellers' Knowledge, any other Person, and (ii) to Sellers' Knowledge, no Person (including any current or former officer, director, employee or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by Sellers, or to which Sellers have any exclusive license, in the conduct of the Business, and no such claims or Actions have been asserted or threatened in writing and that have not been resolved against any Person by Sellers, or, to Sellers' Knowledge, any other Person, in the past four (4) years.

(e) The Sellers have taken commercially reasonable measures to protect the confidentiality of their Trade Secrets.

Section 3.13 Real Property.

(a) Schedule 3.13(a)(i) contains a true and complete list, in all material respects, of all real property (including the common address thereof) which is owned by any Seller as of the Effective Date (collectively, the "Owned Real Property"). Schedule 3.13(a)(ii) contains a true and complete list, in all material respects, of all leases or other occupancy agreements (collectively, "Leases") of real property leased by Sellers in connection with the Business as of the Effective Date (the "Leased Real Property"). Sellers have provided true, complete and correct copies of the Leases to Purchasers for each Assumed Lease, including any amendments thereto.

(i) Sellers have received all Permits that are necessary in connection with Sellers' occupancy, ownership or leasing of the Acquired Owned Real Property and the Acquired Leased Real Property and the present use of the Acquired Owned Real Property and the Acquired Leased Real Property by Sellers does not violate the Permits applicable thereto, except where the failure to receive, or violation of, a Permit would not reasonably be expected to have a Material Adverse Effect.

(ii) No Seller has received written notice of, nor to Sellers' Knowledge is there any threatened (A) condemnation, eminent domain, expropriation or similar proceeding affecting the Acquired Owned Real Property or the Acquired Leased Real Property, (B) proceeding to change the zoning classification of any portion of the Acquired Owned Real Property or the Acquired Leased Real Property or (C) imposition of any special assessments for public betterments affecting the Acquired Owned Real Property or the Acquired Leased Real Property, which in each of clauses (A), (B) and (C) would reasonably be expected to have a Material Adverse Effect.

(iii) The Acquired Owned Real Property and the Acquired Leased Real Property used by Sellers, and the present uses of the Acquired Owned Real Property and the Acquired Leased Real Property by Sellers, are in compliance with, and Sellers have received no written notice that they are in default under or in violation of, any building, zoning, land use, public health,

public safety, sewage, water, sanitation or other comparable Legal Requirement except for such noncompliance, default or violation that would not reasonably be expected to have a Material Adverse Effect.

(iv) Except as otherwise disclosed in Schedule 3.13(a)(iv)(1), each Assumed Lease is in full force and effect and is a valid and binding obligation of the Seller party thereto and, to the Knowledge of the Sellers, the other parties thereto, in accordance with its terms. Since the Petition Date and to the Knowledge of Sellers, Sellers have performed all of their respective obligations under the Assumed Leases in all material respects, except with respect to obligations the Sellers are prohibited from performing pursuant to the automatic stay in connection with the Chapter 11 Cases.

(v) No third parties have any options to purchase and/or rights of first offer or refusal or other pre-emptive rights or purchase rights with respect to any of the Acquired Owned Real Property, other than any such rights that would not reasonably be expected to have a Material Adverse Effect.

(b) Immediately prior to the Closing, Sellers will have good, valid, marketable and insurable title in fee simple to the Acquired Owned Real Property, free and clear of all Encumbrances, except Permitted Encumbrances.

(c) Except as set forth in Schedule 3.13(c) or as would not reasonably be expected to have a Material Adverse Effect:

(i) Sellers have all Environmental Permits necessary for the lawful operation of the Business as currently conducted.

(ii) The current operations of the Business comply with, and are not subject to any Order that is not generally applicable to Persons engaged in a business similar to the Business with respect to, all applicable Environmental Laws.

(iii) No Seller has received written notice (1) alleging that the activities of the Business are in violation of any Environmental Laws, (2) of the institution or threat of any claim or Proceeding against, or investigation of, such Seller by any Governmental Entity or third party related to Hazardous Substances or Environmental Law, or (3) of the investigation, remediation or removal of Hazardous Substances at, on, under or from the Acquired Owned Real Property or the Acquired Leased Real Property.

(iv) There has been no Release of any Hazardous Substances at, on, under or from any of the Acquired Owned Real Property or the Acquired Leased Real Property, and to Sellers' Knowledge, none of such properties has been used by any Person as a (A) landfill or (B) storage, treatment or disposal site for any type of hazardous waste as defined under the RCRA that would require a permit pursuant to the RCRA.

(v) There are no claims or Proceedings by any employee pending or, to Sellers' Knowledge, threatened, against any Seller that are premised on the exposure to asbestos or asbestos-containing material in any of the Acquired Owned Real Property or the Acquired Leased Real Property.

(vi) The storage tanks that presently exist on, at or under any of the Acquired Owned Real Property or, to Sellers' Knowledge, the Acquired Leased Real Property are currently operated and maintained in all material respects in accordance with all Environmental Laws and none of them is Releasing any Hazardous Substance.

(vii) No Encumbrance (other than a Permitted Encumbrance) has been imposed or asserted on any Acquired Owned Real Property or any Acquired Leased Real Property used by Sellers by any Governmental Entity in connection with any Environmental Law.

(viii) Sellers have made available or provided Purchasers with copies of the most recent versions of the material documents, records and information in Sellers' possession concerning the condition of the Environment at any of the Acquired Owned Real Property or Acquired Leased Real Property, whether generated by Sellers or others, including environmental audits and environmental site assessments.

Section 3.14 Employee Benefit Matters.

(a) Schedule 3.14(a) sets forth, as of the date of this Agreement, a true and complete list of each (i) deferred compensation plan, (ii) incentive compensation plan, (iii) equity compensation plan, (iv) "welfare" plan, fund or program (within the meaning of Section 3(1) of ERISA), (v) "pension" plan, fund or program (within the meaning of Section 3(2) of ERISA), (vi) "employee benefit plan" (within the meaning of Section 3(3) of ERISA), (vii) employment (including offer letters other than those that make no promises of any term of employment or other benefit to be provided to the individual employee thereunder), termination, severance or "change in control" agreement and (viii) other material employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by Sellers or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with Sellers would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA, or to which Sellers or any ERISA Affiliate is party, for the benefit of any employee or director or any former employee or director of Sellers (each such plan is referred to herein as a "Benefit Plan"). Each Benefit Plan is and has been written (if a writing is required), operated and administered in all material respects in accordance with its terms and applicable law (including ERISA and the Code). Sellers have provided Purchasers with copies of the most recent actuarial valuation for each Benefit Plan subject to the funding requirements of Section 412 of the Code.

(b) With respect to each Benefit Plan subject to Title IV or Section 302 of ERISA ("Title IV Plan"), no material Liability under Title IV of ERISA has been incurred by Sellers or any ERISA Affiliate that has not been satisfied in full. No Benefit Plan has incurred any "accumulated funding deficiency" within the meaning of Section 302

of ERISA or 412 of the Code. Except as set forth on Schedule 3.14(b), no “reportable event” (within the meaning of Section 4043 of ERISA) has occurred with respect to any Benefit Plan. No Title IV Plan is a “multiemployer pension plan,” as defined in Section 3(37) of ERISA nor is any Title IV Plan a plan described in Section 4063(a) of ERISA.

(c) No Benefit Plan contains any term or provision or is subject to any law that would prohibit the transactions contemplated in this Agreement. Schedule 3.14(c) lists each Benefit Plan under which the consummation of the transactions contemplated hereby could, either alone or in combination with another event (i) entitle any current or former employee, director or officer of Sellers or any ERISA Affiliate to severance pay or any other material payment, or (ii) accelerate the time of payment or vesting, or increase materially the amount of compensation due any current or former employee, agent, consultant, adviser, director or officer of Sellers or any ERISA Affiliate.

(d) Except as set forth on Schedule 3.14(d), no Benefit Plan provides any medical, disability or life insurance benefits to any employees of the Business after termination of employment (other than as required by COBRA or other applicable law).

(e) Neither the Seller nor any ERISA Affiliate has incurred any liability for any material tax imposed under Sections 4971 through 4980G of the Code, or civil liability under Section 502 of ERISA. No “prohibited transaction” within the meaning of Section 4975 of the Code or Section 406 or 407 of ERISA has occurred with respect to any Benefit Plan. Every Benefit Plan that is tax-qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service that such plan is qualified, the Internal Revenue Service has not revoked, or threatened to revoke, such determination letter(s), and all amendments to such plans that are required to be adopted as a condition for retention of the plans’ tax-qualified status have been adopted.

(f) All material levies, assessments or penalties made against Sellers pursuant to all applicable workers compensation legislation as of the date hereof have been paid by Sellers, and Sellers have not been reassessed under any such legislation.

(g) There are no pending or, to Sellers’ Knowledge, threatened claims by or on behalf of any Benefit Plan, by any employee or beneficiary covered under any such Benefit Plan, or otherwise involving any Benefit Plan (other than routine claims for benefits) that could reasonably be expected to result in the imposition of any Liability upon Purchasers.

Section 3.15 Labor Matters.

(a) Except as would not reasonably be expected to have a Material Adverse Effect (i) Sellers are in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, including the Immigration Reform and Control Act, (ii) all wages and other amounts paid to employees have been properly reported on IRS Forms W-2, (iii) all required wage and employment Taxes have been withheld and remitted to the relevant Taxing authority, and (iv) all persons classified by Sellers as independent contractors do satisfy and have satisfied the

requirements of law to be so classified, and the Sellers have fully and accurately reported their compensation on IRS Forms 1099 when required to do so and have withheld and remitted any required backup withholding amounts.

(b) Except as disclosed on Schedule 3.15(b), there are no unfair labor practice charges or other employee-related complaints or claims against Sellers pending or, to Sellers' Knowledge, threatened before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, the Department of Labor or any other Governmental Entity by or concerning the employees, independent contractors or consultants of Sellers (including claims for compensation, bonus payments or other payments allegedly due under employment agreements), in each case that if decided adversely would reasonably be expected to have a Material Adverse Effect. Except as disclosed on Schedule 3.15(b), Sellers have not been notified by any Governmental Entity in writing of any alleged violation by Sellers of applicable law that remains unresolved respecting employment, employment practices or terms and conditions of employment.

(c) Except as set forth on Schedule 3.15(c), Sellers are not (i) party to any labor or collective bargaining agreement (the "Collective Bargaining Agreements"), (ii) currently negotiating any such agreement or (iii) obligated to negotiate any such agreement. As related to the Acquired Assets (x) no labor organization or group of Sellers' employees has made a pending demand to Sellers for recognition or certification, (y) to the Sellers' knowledge, there are no existing organization drives with respect to the employees of Sellers and (z) there are and have been no representation or certification proceedings, or petitions seeking a representation proceeding, with the National Labor Relations Board or any other labor relations tribunal or authority, nor have any such demands, proceedings or petitions been brought or were, to Sellers' Knowledge, threatened to be brought, within the past three (3) years.

(d) There are no organized strikes, slowdowns or work stoppages pending or, to Sellers' Knowledge, threatened with respect to Sellers' employees, nor has any such organized strike, slowdown or work stoppage occurred or, to Sellers' Knowledge, been threatened within three (3) years prior to the date hereof.

Section 3.16 Contracts. Sellers are not party to any Contract that is a material purchase contract or purchase commitment of the Business for a quantity or amount in excess of the normal, ordinary, usual and current requirements for the operation of the Business. Schedule 3.16 lists all Material Contracts entered into as of the date of this Agreement, including all amendments and modifications thereto, and the Sellers have provided copies of all Material Contracts to Purchasers.

Section 3.17 Validity of Assigned Contracts. Except as set forth on Schedule 3.17, each Assigned Contract is in full force and effect and is a valid and binding obligation of the Seller party thereto and, to Sellers' Knowledge, the other parties thereto, in accordance with the terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally. Upon the entry of

the Sale Order and payment of the Cure Costs or obtaining any required Third Party Consent, (i) no Seller will be in breach or default of its obligations under any Assigned Contract, (ii) no condition exists that with notice or lapse of time or both would constitute a default or event of default by any Seller under any Assigned Contract and (iii) to the Sellers' Knowledge, no other party to any of the Assigned Contract is in breach or default thereunder, except in the case of clauses (i), (ii) and (iii) for any breaches or defaults that would not reasonably be expected to have a Material Adverse Effect.

Section 3.18 Customers and Suppliers. Schedule 3.18 sets forth a true, complete and correct list of the Business' ten (10) largest customers and twenty (20) largest vendors for the fiscal year ended November 30, 2008. Except as set forth on Schedule 3.18, as of the date hereof, Sellers have not received any written indication, or other valid notice in accordance with the terms of the applicable contract, from any supplier listed on Schedule 3.18 to the effect that such supplier will stop, or materially decrease the rate of or materially increase the prices for, supplying materials, products or services to the Business. Except as set forth on Schedule 3.18, as of the date hereof, Sellers have not received any written indication from any customer listed on Schedule 3.18 to the effect that such customer will stop, or materially decrease the rate of, buying materials, products or services from the Business or that such customer seeks a materially different pricing structure for such materials, products or service.

Section 3.19 Accounts Receivable. All Accounts Receivable have arisen in the ordinary course of the Business, and represent or will represent, legal, valid, binding and enforceable obligations of a Seller, subject to applicable contra and offsets arising in the ordinary course of business or that would not reasonably be expected to have a Material Adverse Effect.

Section 3.20 Equipment. All of the fixtures and other improvements to the Owned Real Property and Leased Real Property and all of the Tangible Personal Property other than Inventory included in the Acquired Assets are in good working order and repair (ordinary wear and tear excepted), except to the extent as would not reasonably be expected to have a Material Adverse Effect.

Section 3.21 Inventory. All Inventory consists of items of quantity and quality historically useable or saleable in the ordinary course of business, except for items of obsolete and slow-moving material and materials which are below standard quality that are not material to the financial condition or operation of the Business taken as a whole. Inventory on hand as of the date hereof was purchased in the ordinary course of the Business.

Section 3.22 Affiliate Transactions. Except as disclosed on Schedule 3.22, no controlled Affiliate of any Seller (other than another Seller) (a) is a competitor, creditor, debtor, customer (other than for personal use), distributor, supplier or vendor of any Seller, (b) is a party to any material Contract with any Seller, (c) has any material Action against any Seller, or (d) has a loan for borrowed money outstanding from any Seller.

Section 3.23 SEC Documents; Financial Statements. Except as set forth on Schedule 3.23, since January 1, 2006, Parent has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting

requirements of the Securities Exchange Act of 1934, as amended (the “1934 Act”). As of their respective dates, the Seller SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the Seller SEC Documents, and none of the Seller SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of Parent included in the Seller SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with GAAP, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of Parent as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

Section 3.24 Unaudited Financial Statements. The Sellers have delivered to the Purchasers’ Parent’s unaudited consolidated financial statements as of and for the periods ended on November 30, 2008 and February 28, 2009 (the “Unaudited Financial Statements”). Except as set forth on Schedule 3.24, the Unaudited Financial Statements were prepared in accordance with GAAP (except as indicated in the notes thereto) and fairly present in all material respects (subject to normal, recurring audit adjustments) the consolidated financial position of Parent as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended.

Section 3.25 Eligible Administrative Claims. Sellers estimate that, based on a good faith assessment of all information available to Sellers as of the date of this Agreement, the Eligible Administrative Claims will be approximately \$17,691,953 as of the Closing Date (assuming a Closing Date of July 3, 2009).

Section 3.26 Cure Costs. Sellers estimate that, based on a good faith assessment of all information available to Sellers as of the date of this Agreement, the Cure Costs will be approximately \$2,471,935 as of the Closing Date (assuming a Closing Date of July 3, 2009), subject to adjustment based on Purchasers’ definitive determination and identification of Contracts and Leases that make up the list of Assigned Contracts and Assumed Leases.

Section 3.27 No Other Representations or Warranties. EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS ARTICLE III, (I) THE SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, RELATING TO THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO VALUE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ORDINARY PURPOSES, OR ANY OTHER MATTER, (II) THE SELLERS MAKE NO, AND HEREBY DISCLAIM ANY, OTHER REPRESENTATION OR

WARRANTY REGARDING THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS AND (III) THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES AND THE BUSINESS BEING TRANSFERRED TO THE PURCHASER ARE CONVEYED ON AN "AS IS, WHERE IS" BASIS AS OF THE CLOSING, AND THE PURCHASERS SHALL RELY UPON THEIR OWN EXAMINATION THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLERS MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY ASSETS OTHER THAN THE ACQUIRED ASSETS OR ANY LIABILITIES OTHER THAN THE ASSUMED LIABILITIES OR ANY BUSINESS OTHER THAN THE BUSINESS, AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

The Purchasers represent and warrant to the Seller as follows:

Section 4.1 Organization. Each Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted.

Section 4.2 Authority Relative to this Agreement. Each Purchaser has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by the Purchasers and the consummation by the Purchasers of the transactions contemplated hereby have been duly authorized by all requisite corporate actions. This Agreement has been duly and validly executed and delivered by the Purchaser and (assuming this Agreement constitutes a valid and binding obligation of the Seller) constitutes a valid and binding agreement of the Purchasers, enforceable against the Purchasers in accordance with its terms, and each Ancillary Document to which the Purchasers are a party has been duly authorized by the Purchasers and upon execution and delivery by Purchasers will be a valid and binding obligation of Purchasers enforceable against Purchasers in accordance with its terms subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

Section 4.3 Consents and Approvals. No consent, approval, or authorization of, or declaration, filing or registration with, any Governmental Entity is required to be made or obtained by any Purchaser in connection with the execution, delivery and performance of this Agreement and the consummation of the Asset Purchase, except for (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) Required Consents set forth on Schedule 4.3.

Section 4.4 No Violations Subject to receipt of the Required Consents, and after giving effect to the Sale Order, neither the execution and delivery of this Agreement or any Ancillary Documents to which Purchasers are a party or the consummation by Purchasers of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the

terms, conditions, and provisions hereof and thereof by Purchasers will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (1) either Purchaser's certificate or articles of incorporation (or other governing documents), (2) any Order to which either Purchaser is a party or by which it is bound, (3) any Legal Requirement affecting either Purchaser or (4) any material Contract to which any Purchaser is a party or otherwise bound.

Section 4.5 Brokers. Except for William Blair & Company, L.L.C., whose fees, commissions and expenses are the sole responsibility of Purchasers, except as otherwise provided herein as part of the Expense Reimbursement obligation of Sellers, no person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by the Purchasers in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchasers.

Section 4.6 Financing.

(a) On the Closing Date, the Purchasers will have sufficient funds available to deliver the cash portion of the Adjusted Base Purchase Price to the Sellers and consummate the transactions contemplated by this Agreement, including the timely satisfaction of the Assumed Liabilities.

(b) The Purchasers have advised the Sellers that Purchasers have received (i) a commitment letter (the "Debt Commitment Letter"), relating to the provision of a senior credit facility (the "Debt Financing") for the purpose of funding the transactions contemplated by this Agreement, and (ii) an equity commitment letter (the "Equity Commitment Letter") and together with the Debt Commitment Letter, the "Financing Commitments Letters"), pursuant to which and subject to the terms and conditions thereof the investor named therein has committed to invest the amount set forth therein (the "Equity Financing" and together with the Debt Financing, the "Financing"). The respective commitments contained in the Financing Commitment Letters have not been withdrawn, modified or rescinded in any respect prior to the Effective Date. As of the Effective Date, each of the Financing Commitment Letters is in full force and effect. There are no conditions precedent (including pursuant to any "flex" provisions) related to the Financing, other than as expressly set forth in the Financing Commitment Letters. Subject to the terms and conditions of the Financing Commitment Letters, the aggregate proceeds to be disbursed pursuant to the agreements contemplated by the Financing Commitment Letters will be sufficient for the Purchasers to pay the cash portion of the Adjusted Base Purchase Price and to pay all related fees and expenses pursuant hereto and the Ancillary Documents. As of the Effective Date, no event has occurred which would constitute a breach or default (or an event which with notice or lapse of time or both would constitute a default), in each case, on the part of Purchasers under the Financing Commitment Letters or any other party to the Financing Commitment Letters, and the Purchasers do not have any reason to believe that any of the conditions to the Financing will not be satisfied or that the Financing will not be available to the Purchasers on the Closing Date. The Purchasers have fully paid all commitment fees or other fees required to be paid prior to the Effective Date pursuant to the Financing Commitment Letters.

Section 4.7 Solvency. Immediately after giving effect to the transactions contemplated by this Agreement and the Ancillary Documents (including the Financing, the payment of the Adjusted Base Purchase Price, the delivery of the Junior Secured Note and the payment of all related fees and expenses), (i) the Purchasers and their subsidiaries will not have incurred debts beyond their ability to pay such debts as they mature or become due, (ii) the then present fair saleable value of the assets of the Purchasers and their subsidiaries will exceed the amount that will be required to pay their existing debts (including the probable amount of all contingent liabilities) as such debts become absolute and matured, (iii) the assets of the Purchasers and their subsidiaries at a fair valuation will exceed their debts (including the probable amount of all contingent liabilities) and (iv) the Purchasers will not have unreasonably small capital to carry on their business as proposed to be conducted following the Closing Date. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby, in either case, with the intent to hinder, delay or defraud either present or future creditors of the Purchasers.

ARTICLE V

COVENANTS

Section 5.1 Conduct of Business by the Sellers Pending the Closing. From the Effective Date through the Closing:

(a) Except (x) as expressly provided in this Agreement, including in connection with the Auction, (y) as set forth on Schedule 5.1 or (z) with the prior express written approval of Purchasers, no Seller shall:

(i) enter into any Contract for or relating to the Business that cannot be assigned to Purchasers or a permitted assignee of Purchasers or a permitted assignee of Purchasers under Section 8.8;

(ii) make, or become obligated to make, any capital expenditure with respect to the Business, or enter into any Contract for the purchase of real property;

(iii) sell, transfer, mortgage, encumber, lease or otherwise dispose of any Acquired Owned Real Property;

(iv) assign any Lease or sublease all or any part of the Leased Real Property;

(v) other than the sale of Inventory in the ordinary course of the Business consistent with past practice, sell, lease (as lessor), transfer or otherwise dispose of (including (A) any transfer from the Business to any Affiliates of Sellers (other than another Seller) and (B) any sales conducted pursuant to the Order of the Bankruptcy Court approving procedures for Sellers to sell de minimus assets), or mortgage or pledge, or voluntarily impose or suffer to

be imposed, any Encumbrance on (other than Assumed Liabilities and Permitted Encumbrances), any of the Acquired Assets;

(vi) other than as expressly contemplated by the Operating Budget (and until such time as the Operating Budget is adopted, only in the ordinary course of business consistent with past practice), purchase any assets;

(vii) cancel or settle any material debts owed to or material claims held by the Business (including the settlement of any claims or litigation where the amount in controversy exceeds \$50,000) other than the compromise of Accounts Receivable in the ordinary course of the Business consistent with past practice;

(viii) enter into, or agree to enter into, any sale-leaseback transactions;

(ix) accelerate or delay collection of any Accounts Receivable generated by the Business in advance of or beyond their regular due dates;

(x) delay or accelerate payment of any account payable or other liability of the Business beyond or in advance of its due date, except as expressly contemplated by the Operating Budget;

(xi) subject to the terms and conditions of this Agreement, fail to maintain in all material respects the Acquired Assets in their present condition, reasonable wear and tear excepted;

(xii) institute any new, or increase (including any increase in coverage) any existing, profit-sharing, bonus, incentive, deferred compensation, severance, insurance, pension, retirement, medical, hospital, disability, welfare or other employee benefit plan with respect to directors, officers or employees of any Seller;

(xiii) change the compensation (including salary, bonus or incentive compensation) of the directors, officers or employees of, or independent contractors or consultants to, any Seller;

(xiv) enter into any collective bargaining, employment, deferred compensation, severance, consulting, independent contractor, nondisclosure, non-competition or similar agreement (or amend any such agreement) to which any Seller is a party or involving any of its directors, officers or employees in his or her capacity as a director, officer or employee of such Seller, except in the case of non-disclosure agreements entered into in the ordinary course of the Business consistent with past practice or in connection with the Auction;

(xv) make or rescind any material election that would be binding on Purchasers in relation to Taxes;

(xvi) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock, membership interests or other equity interests of any Seller, or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock, membership interests or other securities of, or other ownership interests in, any Seller;

(xvii) transfer, issue, sell or dispose of any shares of capital stock or other securities of any Seller;

(xviii) grant or exercise options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of any Seller;

(xix) except under the DIP Financing, incur any indebtedness for borrowed money (excluding any borrowings among Sellers), enter into any material guarantee, indemnity or other agreement to secure any obligation of a third party or voluntarily create any Encumbrance (other than Permitted Encumbrances) for the benefit of a third party over any of the Acquired Assets, except as expressly contemplated by the Operating Budget;

(xx) make any payment, or otherwise remit any monies, to any Affiliate of any Seller (other than another Seller in the ordinary course of the Business consistent with past practice) for any purpose whatsoever other than (A) in connection with the employment of any such Person, (B) to any director for services rendered in accordance with policies of Sellers in effect on the Effective Date or (C) in accordance with the terms of any Contract or Benefit Plan that is in effect on the Effective Date;

(xxi) change any accounting policy or practice except in the ordinary course of the Business or as required by GAAP;

(xxii) amend the certificate of incorporation or by-laws or comparable organization documents of any Seller in any material respect;

(xxiii) (A) modify, reject, repudiate or terminate any material Contract or Lease, or (B) enter into or modify any Contract containing material penalties which would be payable as a result of, and upon the consummation of, the transaction contemplated by this Agreement;

(xxiv) except in the ordinary course of the Business consistent with past practice, grant or acquire, agree to grant to or acquire from any Person any material Intellectual Property, or, except in the ordinary course of the Business consistent with past practice, disclose or agree to disclose to any

Person, other than representatives of Purchasers, any material Trade Secret; in each case to the extent included in the Acquired Assets;

(xxv) amend, modify, supplement or restate the Des Plaines Mortgage Loan Documents or any of them individually; or

(xxvi) enter into any agreement or commitment to take any action prohibited by this Section 5.1.

(b) If at any time prior to or after Closing Purchasers or Sellers discover any Encumbrance (other than a Permitted Encumbrance) on any Acquired Asset held by a Person who did not receive notice of the sale transactions contemplated herein and which Encumbrance (other than a Permitted Encumbrance) would continue with respect to the Acquired Asset after giving effect to the Sale Order, then Sellers shall, at Sellers' sole expense, promptly take all action necessary to remove such Encumbrance(s) or to cause such Encumbrance(s) to no longer be effective after the Closing. Following the Closing, Sellers shall cooperate with Purchasers to obtain the release of any and all Encumbrances that have been released or discharged from the Acquired Assets pursuant to the Sale Order.

(c) Sellers shall adhere to and operate the Business strictly in accordance with the Operating Budget. Subject to the preceding sentence, Sellers shall maintain the Acquired Assets and operate and carry on the Business only in the ordinary course consistent with past practice, except as otherwise expressly provided in this Agreement. Consistent with the foregoing, Sellers shall take all actions reasonably necessary to be able to adequately service Sellers' fall/winter 2009 order book on a timely basis. Also consistent with the foregoing and to the extent permitted or required by the Chapter 11 Cases, Sellers shall use commercially reasonable efforts to continue operating the Business as a going concern, including in accordance with the terms of the DIP Financing, and to maintain the business organization of the Business intact and to preserve the goodwill of the manufacturers, suppliers, contractors, licensors, employees, customers, distributors and others having business relations with the Business.

Section 5.2 Access and Information.

(a) Subject to the Bidding Procedures and applicable law, Sellers shall, upon reasonable prior notice, afford Purchasers' authorized Representatives reasonable access during normal business hours to the offices, properties, key employees, outside accountants, agreements and other documentation and financial records (including computer files, retrieval programs and similar documentation) with respect to the Business, the Acquired Assets, and the Assumed Liabilities to the extent Purchasers reasonably deem necessary, and shall permit Purchasers and their authorized Representatives to make copies of such materials. Sellers shall furnish to Purchasers or their authorized Representatives such additional information concerning the Acquired Assets, the Business and the Assumed Liabilities as shall be reasonably requested by Purchasers or their authorized Representatives, including all such information as shall be reasonably necessary to enable Purchasers or their authorized Representatives to (i) verify the accuracy of Sellers' representations and warranties contained in this Agreement, (ii) verify that Sellers have complied with the

covenants contained in this Agreement and (iii) determine whether the conditions set forth in Article VI have been satisfied. Sellers shall use commercially reasonable efforts to cause their outside accountants and outside counsel to cooperate with Purchasers in their investigation. It is acknowledged and understood that no investigation by Purchasers or other information received by Purchasers shall operate as a waiver or otherwise affect any representation, warranty or other agreement given or made by Sellers in this Agreement. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Sellers to disclose information subject to attorney-client privilege, provided Sellers advise the Purchasers of the specific assertion of such privilege.

(b) As requested by Purchasers from time to time, Sellers shall use commercially reasonable efforts to cooperate with Purchasers in connection with Purchasers' contacting suppliers and customers of the Business; provided, however, Purchasers shall not contact any such suppliers and customers of the Business without obtaining the prior consent of the Sellers (such consent not to be unreasonably withheld or delayed).

Section 5.3 Approvals and Consents; Cooperation; Notification.

(a) Sellers will reasonably cooperate with Purchasers to secure, before the Closing Date, all Third Party Consents to the extent such consents are not provided for or satisfied by the Sale Order, provided that neither Sellers nor Purchasers shall have any obligation to offer or pay any consideration in order to obtain any such consents, approvals or waivers, except for the Cure Costs; and provided, further, that Purchasers shall not be required to waive any of the conditions to Closing set forth in Article VI.

(b) Subject to Section 5.3(d), as soon as reasonably practicable (and, in any event, within three (3) Business Days) following the entry by the Bankruptcy Court of the Bidding Procedures Order (or earlier if Purchasers so determine in their sole discretion), Sellers and Purchasers shall each prepare and file, or cause to be prepared and filed, any notifications required to be filed under the HSR Act with the United States Federal Trade Commission ("FTC") and the Department of Justice ("DOJ"), and request early termination of the waiting period under the HSR Act. Each Party shall promptly respond to any requests for additional information in connection with such filings and shall take all other reasonable actions to cause the waiting periods under the HSR Act to terminate or expire at the earliest possible date after the date of filing; provided, however, that nothing in this Section shall require Purchasers to (i) incur any material liability or obligation of any kind (other than applicable filing fees), or (ii) agree to any sale, transfer, license, separate holding, divestiture or other disposition of, or to any prohibition of, or to any limitation on, the acquisition, ownership, operation, effective control or exercise of full right of ownership of any Acquired Assets or any of Purchasers' assets. The Purchasers shall be responsible for payment of the applicable filing fee under the HSR Act, but not Sellers' costs and expenses (including attorneys' fees and other legal fees and expenses) associated with the preparation of Sellers' portion of any antitrust filings.

(c) In addition to the actions to be taken under Section 5.3(b), during the period prior to the Closing Date, Sellers and Purchasers shall act diligently and reasonably, and shall cooperate with each other, to do or cause to be done, all things necessary, proper or advisable consistent with applicable Legal Requirements to cause the conditions precedent to the Closing to be satisfied and to cause the Closing to occur, including to secure any consents and approvals of any Governmental Entity required to be obtained by them under non-United States antitrust or competition laws, in order to assign or transfer any Permits to Purchasers, to permit the consummation of the transactions contemplated by this Agreement, or to otherwise satisfy the conditions set forth in Article VI, in each case as necessary to the extent such consents are not provided for or satisfied by the Sale Order; provided, however, the Sellers shall not make any agreement or understanding affecting the Acquired Assets or the Business (excluding the Excluded Assets or Excluded Liabilities) as a condition of obtaining any such consents or approvals except with the prior written consent of Purchasers. Purchasers shall act diligently and reasonably to cooperate with Sellers, to the extent commercially reasonable, to obtain the consents and approvals contemplated by this Section 5.3(c); provided, however, Purchasers shall not be required to waive any of the conditions to Closing set forth in Article VI.

(d) Sellers and Purchasers (i) shall promptly inform each other of any communication from any Governmental Entity concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit the other Party to review in advance any proposed written communication or information submitted to any such Governmental Entity in response thereto. In addition, none of the Parties shall agree to participate in any meeting with any Governmental Entity in respect of any filings, investigations or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Entity, given the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable laws, rules or regulations, each Party shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Entity or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to pre-existing confidentiality agreements or to the attorney-client privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submission of information to the Governmental Entity in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Sellers and Purchasers shall prosecute all required requests for approval with all necessary diligence and otherwise use their respective commercially reasonable efforts to obtain the grant thereof by an Order as soon as possible.

(e) Sellers shall promptly notify Purchasers, and Purchasers shall promptly notify Sellers, of any event, condition or circumstance of which any Seller or

Purchaser, as applicable, becomes aware after the Effective Date and prior to the Closing Date that would constitute a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement). During the period prior to the Closing Date, Sellers will promptly advise Purchasers in writing of any written notice, or to Sellers' Knowledge other communication, from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 5.3(e) shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

Section 5.4 Confidentiality. Subject to the requirements of the Bankruptcy Code as may be imposed by the Bankruptcy Court or as otherwise required by applicable law, from and after the Closing: (a) Sellers shall, and shall cause their Affiliates to, hold in confidence all confidential and proprietary information (including Trade Secrets, Customer Lists, marketing plans, proposed plans, developments, concepts, designs and pricing information), whether stored in writing, electronically or graphics, or learned orally, visually, or through inspection, of Sellers relating to the Business or the Acquired Assets; (b) in the event the Sellers or an Affiliate thereof shall be legally compelled to disclose any such information, Sellers shall provide Purchasers with prompt written notice of such requirements so that Purchasers may seek a protective order or other remedy; and (c) in the event that such protective order or other remedy is not obtained, Sellers and their Affiliates shall furnish only such information as is legally required to be provided.

Section 5.5 Further Assurances. In addition to the provisions of this Agreement, from time to time after the Closing Date, the Sellers and the Purchasers shall use reasonable best efforts to execute and deliver such other instruments of conveyance, transfer or assumption, as the case may be, and take such other action as may be reasonably requested to implement more effectively the conveyance and transfer of the Acquired Assets to the Purchasers and the assumption of the Assumed Liabilities by the Purchasers; provided that nothing in this Section 5.5 shall (x) require any Sellers or any affiliate thereof to make any significant expenditure or incur any significant obligation on its own or on behalf of the Purchasers not otherwise contemplated herein or (y) prohibit any Seller or any affiliate thereof from ceasing operations or winding up its affairs following the Closing.

Section 5.6 Cure Costs. On or prior to the Closing, the Purchasers shall pay, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, any and all cure and reinstatement costs or expenses relating to the assignment and assumption of the Assigned Contracts and Assumed Leases (the "Cure Costs") to which any Seller is a party and which are included in the Acquired Assets.

Section 5.7 Bankruptcy Court Approval and Filings. Sellers and Purchasers acknowledge that this Agreement and the sale of the Acquired Assets are subject to Bankruptcy Court approval. Sellers and Purchasers acknowledge that to obtain such approval, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Acquired Assets, including, but not limited to, giving notice of the transactions

contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting an auction in respect of the Acquired Assets (the "Auction"). Purchasers agree that they will take such actions as are reasonably requested by Sellers to assist in obtaining the Sale Order, including furnishing affidavits or other non-confidential documents or information for filing with the Bankruptcy Court to demonstrate adequate assurance of future performance under the Assigned Contracts and Assumed Leases.

(b) If not previously filed, as soon as reasonably possible after execution of this Agreement, but in any event no later than five (5) Business Days after the Effective Date, Sellers shall file the Sale Motion and the Bidding Procedures Motion with the Bankruptcy Court, together with appropriate supporting papers and notices.

(c) If not previously obtained, Sellers shall use their commercially reasonable efforts to obtain entry of the Bidding Procedures Order and the Bidding Procedures. Sellers shall file all pleadings with the Bankruptcy Court as are necessary or appropriate to secure entry of the Bidding Procedures Order, the Bidding Procedures and the Sale Order, and shall serve all parties entitled to notice of such pleadings under applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. Sellers shall serve the Bidding Procedures Motion upon (i) the Office of the United States Trustee for the Northern District of Illinois; (ii) the Securities and Exchange Commission; (iii) the Internal Revenue Service; (iv) the United States Attorney Office for Northern District of Illinois; (v) counsel to Wachovia; (vi) counsel to the Creditors' Committee; (vii) all entities known to have expressed an interest in a transaction with respect to any of the Acquired Assets during the past year from the Effective Date of the Agreement; (viii) Purchasers and counsel to Purchasers; and (ix) those persons filing notices of appearance or requests for notice under Bankruptcy Rule 2002 in these Chapter 11 Cases. After entry of the Bidding Procedures Order by the Bankruptcy Court, Sellers shall serve a notice of the transactions contemplated by this Agreement, along with this Agreement, the Bidding Procedures Motion, the Sale Motion, the Sale Order, the Bidding Procedures, and the Bidding Procedures Order upon (i) all of the parties set forth in the preceding sentence, (ii) all parties to the Assigned Contracts and Assumed Leases, (iii) all parties asserting Encumbrances on any of the Acquired Assets; (iv) the Pension Benefit Guaranty Corporation; (v) Sellers' labor unions; and (vi) taxing authorities having jurisdiction over Sellers or any of the Acquired Assets. In addition, after entry of the Bidding Procedures Order by the Bankruptcy Court Sellers shall serve notice of the transaction contemplated by this Agreement upon all parties identified as creditors set forth on Schedules D through H of each of the Sellers' Schedules of Statements and Liabilities filed with the Bankruptcy Court.

(d) In the event an appeal is taken or a stay pending appeal is requested, from the Bidding Procedures Order or the Sale Order, Sellers shall promptly notify Purchasers of such appeal or stay request and shall promptly provide to Purchasers a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchasers with written notice of any motion or application filed in connection with any appeal from either of such orders. If an appeal or a stay of pending appeal is taken with respect to the Bidding Procedures Order or the Sale Order, Sellers shall use their best efforts to cause the timely opposing and dismissing of such appeal or stay pending appeal and to cause such order to become a Final Order.

(e) From and after the Effective Date, and to the extent Purchasers are the Successful Bidder at the Auction, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order or the Sale Order. In addition, provided that Purchasers are the Successful Bidder at the Auction, following completion of the Auction contemplated hereby, Sellers shall not, and shall cause their respective representatives and affiliates not to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (other than Purchasers and their authorized agents and Representatives) in connection with any sale or other disposition of the Acquired Assets, except as may be approved by the Bankruptcy Court as part of the Bidding Procedures. In addition, Sellers shall not after completion of the Auction contemplated herein respond to any inquiries or offers to purchase all or any part of the Acquired Assets or perform any other acts related thereto, including supplying information relating to the Business and the assets of Sellers to prospective buyers.

(f) From and after the date of this Agreement, Sellers shall provide Purchaser at least two (2) days in advance of filing with the Bankruptcy Court, a draft of any motions, orders, notices, or other pleadings that Sellers propose to file with the Bankruptcy Court seeking approval of this Agreement, including approval of the Bidding Procedures, the Break-Up Fee and Reimbursement and assumption and assignment of the Assigned Contracts and Assumed Leases. Sellers shall cooperate with Purchasers and consider in good faith the views and any changes or revisions requested by Purchasers with respect to all such filings. Nothing contained herein shall be deemed to affect or alter the requirement that the form and substance of the Bidding Procedures Order and the Sale Order shall be in form and substance acceptable to Purchasers in their sole discretion.

Section 5.8 Canadian Process. The Sellers covenant and agree to cause Canadian Sub to enter into the Canadian Agreement within three (3) Business Days of the Effective Date, and agree to cooperate with Canadian Sub and coordinate the bidding process and the timeline contemplated by the Bidding Procedures Order with the Canadian Sale Process.

Section 5.9 Break-Up Fee and Expense Reimbursement. Subject to (i) the entry by the Bankruptcy Court of the Bidding Procedures Order approving the payment of the Break-Up Fee and the Expense Reimbursement to the Purchasers, (ii) adoption of the Operating Budget pursuant to the Section 5.20, and (iii) delivery by Purchasers to Sellers all of the Financing Commitment Letters and additional commitment letters relating to the provision of the Debt Financing that provide funding to the Purchasers in an amount equal to, in the aggregate, at least the cash portion of the Adjusted Base Purchase Price, in form and substance reasonably satisfactory to the Sellers, Sellers agree to pay Purchasers the Break-Up Fee and/or the Expense Reimbursement in accordance with Section 7.2 in the event this Agreement is terminated under the circumstances described therein.

Section 5.10 Bidding Procedures. The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Purchasers agree and acknowledge that Sellers and their representatives and affiliates are and may continue

soliciting inquiries, proposals or offers for the Acquired Assets in connection with any Alternative Transaction pursuant to the terms of the Bidding Procedures Order.

Section 5.11 Insurance. Until the Closing, Sellers shall use commercially reasonable efforts to maintain (including necessary renewals thereof) insurance policies against risk and liabilities to the extent and in the manner and at the levels maintained by Sellers as of the Effective Date with respect to the Business and the Acquired Assets.

Section 5.12 Letters of Credit. On the Closing Date, the Purchasers shall, with respect to each letter of credit described on Schedule 5.12 (the "Existing Letters of Credit"), use commercially reasonable efforts to either (a) cause replacement letters of credit to be issued to the beneficiaries of such Existing Letter of Credit, obtain the originals of such Existing Letter of Credit from the beneficiary thereof to return to Wachovia Capital Finance Corporation (Central) ("Wachovia") and deliver to Wachovia each such Existing Letter of Credit or (b) provide arrangements satisfactory to the entity that issued such Existing Letter of Credit in the form of cash collateral, back-up letters of credit or other credit support, in each case in a manner consented to by Wachovia such that Wachovia will deliver to the Sellers on the Closing Date an unconditional release of all of the obligations of the Sellers with respect to such Existing Letter of Credit.

Section 5.13 Employee/Labor Matters.

(a) Not later than five (5) Business Days prior to the Closing, Purchasers shall provide Schedule 5.13(a) to Sellers, setting forth on such schedule the names of the employees then employed by the Sellers in connection with the Acquired Assets as of the Effective Date that Purchasers intend to hire (collectively, the "Hired Employees") effective as of the day following the Closing Date. Sellers agree that all Hired Employees shall be terminated from employment with Sellers on or before the Closing Date and the rights and benefits of such Hired Employees under the Benefit Plans shall be determined and calculated based on such termination.

(b) None of the Benefit Plans shall be transferred to or assumed by Purchasers or any of Purchasers' Affiliates, nor shall any Benefit Plans follow the sale of the Acquired Assets to Purchasers. None of the Purchasers or any of their Affiliates shall assume any liability or responsibility under any of the Benefit Plans.

(c) Sellers agree to retain responsibility to make arrangements for the opportunity to continue Sellers' health coverage as required by ERISA and COBRA for all Hired Employees who are terminated from employment with Sellers prior to Closing, and to provide all applicable notices to such individuals. Sellers shall take such other actions, if any, as may be necessary to notify such Hired Employees of the rights to which they are entitled under Sellers' Benefit Plans upon termination of employment with Sellers, including the obligation to provide any applicable certificates of coverage under the Health Insurance Portability and Accountability Act.

(d) Sellers shall provide Purchasers all information relating to each Hired Employee as Purchasers may reasonably require in connection with their employment or

engagement of such individuals, including initial employment dates, termination dates, reemployment dates, hours of service, compensation and Tax withholding history, to the extent permitted by applicable law.

(e) On or before the Closing Date, but effective as of the day following the Closing Date, Purchasers shall offer employment to all Hired Employees who are subject to current or expired Collective Bargaining Agreements governing the Hired Employees at the (i) Des Plaines, IL and (ii) Rochester, NY facilities, and who have been working on a full-time basis since July 1, 2008 (collectively, the "Hired Represented Employees"). If Purchasers assume the Collective Bargaining Agreements applicable to the Hired Represented Employees, such offer of employment shall be upon the terms and conditions set forth in such Collective Bargaining Agreements. If Purchasers do not assume the Collective Bargaining Agreements applicable to the Hired Represented Employees, such offer of employment shall include (i) wages similar to those the Hired Represented Employees were paid by Sellers as of January 1, 2009; (ii) the same health and welfare benefit package that Purchasers offer to Non-Represented Hired Employees; and other terms of employment that Purchasers shall establish. If Purchasers do not assume the Collective Bargaining Agreements applicable to the Hired Representative Employees, Purchasers shall have no responsibility for any obligations or liabilities arising under the Collective Bargaining Agreements or any other Contract affecting such Hired Represented Employees.

(f) All Hired Employees who are not Hired Represented Employees shall be referred to herein as "Non-Represented Hired Employees." On or before the Closing Date, but effective as of the day following the Closing Date, Purchasers shall offer employment to the Non-Represented Hired Employees on such terms and conditions as the Purchasers and the Non-Represented Hired Employees shall agree to prior to the Closing Date. Purchasers shall have no other liabilities with respect to the Non-Represented Hired Employees except as specifically set forth herein.

(g) All periods of service with the Sellers by the Hired Employees shall be recognized by the Purchasers solely for purposes of eligibility to participate in Purchasers' health, welfare and qualified retirement benefit plans that are offered to the Hired Employees to the extent permitted by any carriers insuring such plans; provided, however, that such recognition of service shall not result in duplication of benefits for any Hired Employee. Purchasers shall also recognize, or cause Purchasers' benefit plans to recognize, all out of pocket expenses and deductibles paid or incurred by the Hired Employees prior to the Closing Date for purposes of the Purchasers' health benefit plans to the extent permitted by any carriers insuring such plans.

(h) No Seller shall (i) offer employment for any period on or after the Closing Date to any employee or agent of the Business regarding whom Purchasers make offers of employment in accordance with the terms set forth herein or (ii) otherwise attempt to persuade any such employee or agent to terminate his or her relationship with the Business.

Section 5.14 Access to Records After Closing.

(a) Except as provided in Section 8.4(c), for a period of seven (7) years after the Closing Date, Sellers and their Representatives shall have reasonable access to all of the books and records of the Business transferred to Purchasers hereunder to the extent that such access may reasonably be required by Sellers in connection with matters relating to or affected by the operations of the Business prior to the Closing Date or are otherwise required by Sellers in connection with the completion of the Chapter 11 Cases and the wind-down of their respective estates. Such access shall be afforded by Purchasers upon receipt of reasonable advance notice and during normal business hours. Sellers shall be solely responsible for any costs or expenses incurred by them pursuant to the preceding sentences of this Section 5.14(a).

(b) Except as provided in Section 8.4(c), for a period of three (3) years after Closing Date, Purchasers and its Representatives shall have reasonable access to all of the books and records of the Business that Sellers may retain after the Closing Date. Such access shall be afforded by Sellers upon receipt of reasonable advance notice and during normal business hours. Purchasers shall be solely responsible for any costs and expenses incurred by them pursuant to this Section 5.14(b). If Sellers shall desire to dispose of any of such books and records prior to the expiration of such three-year period, Sellers shall, prior to such disposition, give Purchasers a reasonable opportunity, at Purchasers' expense, to segregate and remove such books and records as Purchasers may select.

Section 5.15 Collection of Receivables; Cash Forwarding.

(a) If, after the Closing Date, Sellers shall receive payment from any account debtor with respect to any Accounts Receivable included in the Acquired Assets, including through the deposit and/or clearance of any post-dated checks received by any Seller at any time, whether before, on or after the Closing Date, Sellers shall promptly thereafter deliver such funds and assets to Purchasers and take all steps necessary to vest title to such funds and/or assets in Purchasers. Sellers shall provide Purchasers a monthly statement on the fifteenth (15th) day of each month setting forth in reasonable detail the Accounts Receivable so received by Sellers. Each Seller hereby designates Purchasers and their respective officers as such Seller's true and lawful attorney-in-fact, with full power of substitution, to execute and endorse for the benefit of the Purchasers all checks, notes or other documents received by such Seller in payment of or in substitution or exchange for any of the Acquired Assets. Each Seller hereby acknowledges and agrees that (i) the power of attorney set forth in the preceding sentences in favor of Purchasers is coupled with an interest, and further agrees to execute and deliver to Purchasers from time to time any documents or other instruments reasonably requested by Purchasers to evidence such power of attorney and (ii) any such Accounts Receivable shall be deemed to be held in trust for Purchasers and shall not be property of the Sellers' estates.

(b) With respect to any cash or cash equivalents in the bank accounts and lockbox arrangements described on Schedule 1.1(k) as of the Closing that were not transferred, swept or otherwise returned by or on behalf of Sellers, Purchasers shall transfer such amounts by wire transfer in immediate available funds to an account or accounts designated by the Sellers as soon as practicable (and in any event no later than three (3) Business Days after such funds are available for transfer under the policies and procedures of the financial institution holding such funds.

Section 5.16 Observance of Policies Regarding Personally Identifiable Information. With respect to the Acquired Assets only, Purchasers shall honor and observe any and all policies of Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals consistent with the requirements of Section 363(b)(1)(A) of the Bankruptcy Code.

Section 5.17 Corporate Name Change. Sellers shall, after the Closing, refrain from using and displaying any of the names, Trademarks and service marks that are included in the Acquired Assets, and in accordance with such requirement, by no later than thirty (30) Business Days after the Closing, Sellers shall legally change their corporate names (to the extent such names include such Trademarks or a confusingly similar Trademark), to names that are not confusingly similar to such Trademarks, and file notices of such name changes with the Bankruptcy Court. Further, under no circumstance shall Sellers after the Closing use the Trademarks or Domain Names included in the Acquired Assets or other indicia confusingly similar to the Trademarks or the Domain Names included in the Acquired Assets, Copyrights included in the Acquired Assets, or any work substantially similar to the Copyrights included in the Acquired Assets, as a source identifier in connection with any Seller product, service or corporate, business or domain name. Nothing in this Section 5.17 shall preclude any uses of Trademarks or Copyrights included in the Acquired Assets by Sellers that are not prohibited by Legal Requirements, including uses that would not cause confusion, mistake or deception as to the origin of a good or services, and references to Trademarks or Copyrights in historical, tax and similar records.

Section 5.18 Financing.

(a)(i) The Purchasers shall use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and obtain the Financing on the terms and conditions described in the Financing Commitment Letters (or on revised terms no less favorable in any material respect to the Purchasers (as determined in the reasonable judgment of the Purchasers)) which terms do not contain any provisions which would reasonably be expected to prevent, materially delay or materially impede the consummation of the Financing or the transactions contemplated by this Agreement, including using commercially reasonable efforts to (A) maintain in effect the Financing Commitment Letters, (B) satisfy on a timely basis all conditions applicable to the Purchasers obtaining the Debt Financing that are within their control, (C) negotiate definitive agreements with respect thereto on the terms and conditions contained in the Financing Commitment Letters (including any "flex" provisions) and (D) consummate the Financing at or prior to the Closing.

(ii) The Purchasers shall give the Sellers prompt written notice of any material breach by any party of any of the Financing Commitment Letters of which the Purchasers becomes aware or any termination of any of the Financing Commitment Letters. The Purchasers shall keep the Sellers informed on a reasonably current basis in reasonable detail of the status of its efforts to arrange and consummate the Financing.

(b) Prior to the Closing, the Sellers shall provide to the Purchasers all cooperation reasonably requested by the Purchasers that is necessary or reasonably required in connection with the Financing; provided that notwithstanding anything in this Agreement to the contrary, until the Closing occurs, no Seller shall (1) be required to pay any commitment or other similar fee, (2) have any liability or obligation under any loan agreement or any related document or any other agreement or document related to the Financing or (3) be required to incur any other liability in connection with the Financing contemplated by the Financing Commitment Letters.

Section 5.19 Consents. From and after the Effective Date, Purchasers shall use reasonable best efforts to assist Sellers in connection with securing the consent, if necessary, of (i) the lenders under the Des Plaines Mortgage Loan Documents, or other party acting on such lenders' behalf (including any servicer or sub-servicer), to the assignment of the Des Plaines Mortgage Loan and Des Plaines Mortgage Loan Documents to Purchasers or their designees, including any amendments to such documents reasonably requested by Purchasers, and (ii) any lender, lienholder, or other third party that possesses any lien, mortgage, deed of trust, security interest, or other similar encumbrance on or in any of the Tangible Personal Property. Notwithstanding anything to the contrary herein, any and all of the fees, costs, and expenses of securing a consent set forth in the preceding sentence, including the payment of any transfer, conveyance, assignment, or similar fee, charge, or premium and the payment of attorney fees of the party from whom consent is being sought, shall be the sole responsibility of Purchasers and payable at Closing or when due and payable; provided, however, that Purchasers shall not be responsible under this Section 5.19 for any of Sellers' costs and expenses, including attorney fees.

Section 5.20 Adoption of Operating Budget. The Operating Budget shall be prepared by the Sellers and approved by the DIP Lenders no later than the close of business on June 3, 2009, or such later date as the Sellers and the Purchasers shall agree.

Section 5.21 Removal of Tangible Personal Property.

(a) Notwithstanding anything to the contrary in this Agreement, Sellers agree that Purchasers shall have the right to remove any and all Tangible Personal Property (the "Tangible Personal Property Removal"), at their sole cost and expense, from any Owned Real Property other than the Acquired Owned Real Property or any property subject to a Lease other than the Acquired Leased Real Property (the "Excluded Real Property") from and after the Closing Date to the date that is ninety (90) days after the Closing Date (the "Tangible Personal Property Removal Period"). During the Tangible Property Removal Period, any sale, assignment or sublease of Excluded Real Property by the Sellers will be subject to Purchasers' rights under this Section 5.21. Upon the expiration of the Tangible Personal Property Removal Period, any and all Tangible Personal Property that has not been removed by Purchasers in accordance with the terms of the second preceding sentence shall be deemed to be an Excluded Asset for purposes of this Agreement and Sellers shall retain all right, title, and interest in and to such property. Sellers make no representation or warranties as to the condition of the Tangible Personal Property other than as set forth in this Agreement and shall not be responsible for any change in such condition that occurs as a result of the Tangible Personal Property Removal.

(b) Sellers hereby grant Purchasers an irrevocable license for the Tangible Personal Property Removal Period to enter onto any Excluded Real Property for the purpose of completing the Tangible Personal Property Removal, provided, that Purchasers (i) provide at least one (1) Business Day's prior notice to Sellers of the desire to enter onto an Excluded Real Property for the purposes set forth in this section, (ii) undertake any removal during normal business hours, (iii) comply with any and all terms of any Lease, if applicable, (iv) use commercially reasonable efforts not to cause any damage or destruction of any improvements or other property located at or on the Excluded Real Property, (v) to the extent Purchasers hire any contractors, movers, or other third-parties to assist them in the Tangible Personal Property Removal, such third-parties possess standard amounts of general liability insurance insuring against liability for injury to or death of a person or persons, and damage to or destruction of tangible property, occasioned by or arising out of or in connection with the use of, or entry on, the Excluded Real Property, and (vi) use commercially reasonable efforts to not materially interfere with the use or occupation of the applicable Excluded Real Property by Sellers. Sellers shall have the right to have a representative present at all times during any entry onto an Excluded Real Property by Purchasers. Under no circumstances shall Purchasers use the Excluded Real Property in a manner that will cause the Excluded Real Property to be in violation of any codes, covenants, laws or restrictions governing the Excluded Real Property.

(c) Notwithstanding anything to the contrary herein, this Section 5.21 shall survive the Closing.

Section 5.22 Wool Refund Payments. Solely for the purposes of applying for and receiving refunds from the Wool Trust Fund administered by United States Customs and Border Protection with respect to manufacturing performed in calendar years 2009 and thereafter, Parent assigns to a Person to be designated by the Purchasers (the "Wool Refund Designee") the status as successor-in-interest as a manufacturer of men's and boys' suits, sports coats, and trousers pursuant to Section 4002(c)(4) of the Miscellaneous Trade and Technical Corrections Act of 2004 (P.L. 108-429). Parent hereby assigns to the Wool Refund Designee the right to apply and receive payments under the Wool Trust Fund program described herein and acknowledges the assignment to the Wool Refund Designee of the right to manufacture under various trade names previously used by Parent as part of the sale of assets. As the successor-in-interest, it is intended that the Wool Refund Designee shall be eligible to apply and receive wool duty refund payments pursuant to Section 505 of Trade and Development Act of 2000 (Public Law 106-200), Title IV of the Miscellaneous Trade and Technical Corrections Act of 2004 (Public Law 107-210), Section 1633 of the Pension Protection Act of 2006 (Public Law 109-280), Section 325 of the Tax Extenders and Alternative Minimum Tax Relief Act of 2008 (Division C of Public Law 110-343), and any extensions thereof. As a result of such assignment, Parent will not assign the right to claim refunds under this program to any other manufacturer or entity. At Closing, Parent agrees to execute the letter attached hereto as Exhibit N.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.1 Conditions Precedent to Obligation of Sellers and Purchasers.

The respective obligations of each Party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:

- (a) each of the Bidding Procedures Order and the Sale Order shall have been entered and each shall have become a Final Order;
- (b) all requisite authorizations or consents from Governmental Entities or waiting periods following governmental filings identified or described on Schedule 6.1(b) shall have obtained or expired;
- (c) no Governmental Entity shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated; and
- (d) Purchasers shall, at their election, either (1) have assumed and agreed to be bound as of the Closing by the Collective Bargaining Agreements applicable to the Des Plaines, IL and Rochester, NY facilities, subject to any implementation agreement necessary to effectuate the terms of the assumption that may be negotiated and entered into between Purchasers and the unions which are party to such Collective Bargaining Agreements, or (2) have initiated negotiations with the applicable unions with respect to new collective bargaining agreements for the Des Plaines, IL and Rochester, NY facilities, provided that, in connection with such negotiations, each applicable union shall have agreed that the Closing shall not be a breach of its respective Collective Bargaining Agreement.

Section 6.2 Conditions Precedent to Obligation of the Sellers. The obligation of the Sellers to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following additional conditions:

- (a) the representations and warranties of Purchasers contained in this Agreement that are (i) qualified as to materiality or material adverse effect will be accurate in all respects or (ii) not so qualified will be accurate in all material respects, in each case at and as of the Effective Date and at and as of the Closing Date as if made at and as of such dates, except that any such representations or warranties which expressly relate to an earlier date need only have been accurate as of such date, and Sellers shall have received a certificate of Purchasers to such effect signed by a duly authorized officer thereof;
- (b) each covenant and obligation that Purchasers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects (except that those covenants and obligations which are qualified as to material, materiality or similar expressions, or are subject to the same or similar type exceptions, shall have been performed and complied with

in all respects) , and Sellers shall have received a certificate of Purchasers to such effect signed by a duly authorized officer thereof; and

(c) each of the deliveries required to be made to Purchasers pursuant to Section 2.2 shall have been so delivered.

Any condition specified in this Section 6.2 may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in a writing executed by Sellers.

Section 6.3 Conditions Precedent to Obligation of the Purchasers. The obligation of the Purchasers to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following additional conditions:

(a) the representations and warranties of Sellers contained in this Agreement shall be true and correct in all respects (without giving effect to any materiality or Material Adverse Effect qualifications contained therein) at and as of the Effective Date and at and as of the Closing Date, as if made at and as of such dates (except to the extent in either case that any such representations or warranties speak as of another date, in which case such representations and warranties shall be true and correct in all respects (without giving effect to any materiality or Material Adverse Effect qualifications contained therein) at and as of the date specified therein), except where the failure of such representations and warranties to be true and correct, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and Purchasers shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(b) each covenant and obligation that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects (except that those covenants and obligations which are qualified as to material, materiality or similar expressions, or are subject to the same or similar type exceptions, shall have been performed and complied with in all respects), and Purchasers shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(c) since the Effective Date, there shall not have occurred any facts, conditions, changes, or developments constituting, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect;

(d) the Bankruptcy Court shall have approved and authorized the assumption and assignment of the Assigned Contracts and the Assumed Leases (other than any employment agreements and any intellectual property license agreements that are Assigned Contracts);

(e) all Sellers will be debtors and debtors-in-possession in the Chapter 11 Cases, the Chapter 11 Cases will be pending, and no trustee shall have been appointed in any of the Chapter 11 Cases;

(f) Sellers shall not have received a notice of default under the DIP Financing (excluding any such notices that have been waived or withdrawn prior to the Closing) from, or otherwise have been declared to be in default under the DIP Financing by, the DIP Lenders (including by or through their agent or other applicable representatives) and/or the DIP Financing shall not have been terminated, and Purchasers shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(g) all Contracts between any of the Sellers and The Arvind Mills Limited and/or any of its affiliates (“Arvind”) shall either have been, at Purchasers’ election: (i) validly terminated in accordance with the terms of such Contracts; or (ii) rejected by Sellers pursuant to a Final Order of the Bankruptcy Court and Arvind shall not have retained any rights under such contracts following such rejection;

(h) Purchasers shall have received at least ten (10) Business Days prior to the Closing Date, with respect to the Acquired Owned Real Property, copies of any existing surveys, legal descriptions and title policies that are in the possession of Sellers;

(i) Purchasers shall have received at or prior to the Closing a docket report identifying the particulars for all active and revivable applications and registrations for Seller owned Intellectual Property included in the Acquired Assets including, but not limited to, the name of the Intellectual Property (e.g., trademark, title of copyright), country, application and registration numbers, filing dates, registration grant dates, and next maintenance and renewal deadlines;

(j) Purchasers shall have received at or prior to the Closing complete copies (in all material respects) of or access to all files in Sellers’ possession and/or control related to Seller owned Intellectual Property included in the Acquired Assets that will be reasonably necessary for Purchasers to maintain, defend and enforce such Intellectual Property including, but not limited to: Trademark and Patent search reports, any written legal opinions or analysis (formal or informal) regarding the availability of any Intellectual Property for use and registration, and potential risk of infringement of third party rights; all documents filed with or received from a government or administrative agency or court in connection with an application, registration, or maintenance, enforcement or defense of an application or registration, and all assignment agreements; and any specimen showing current use of each Trademark;

(k) each of the deliveries required to be made to Purchasers pursuant to Section 2.2 shall have been so delivered;

(l) the Canadian Acquired Assets shall have been conveyed to the Purchasers free and clear of all Encumbrances, other than Permitted Encumbrances, pursuant to the Canadian Agreement unless the auction contemplated by the Canadian Sale Process shall have been completed prior to or concurrently with the Auction and the Purchasers are not the successful bidder in the Canadian Sale Process; and

(m) if required after giving effect to the Sale Order, all Third Party Consents identified on Schedule 6.3(m) shall have been obtained.

Any condition specified in this Section 6.3 may be waived by Purchasers; provided that no such waiver shall be effective against Purchasers unless it is set forth in a writing executed by Purchasers.

ARTICLE VII

TERMINATION, AMENDMENT, AND WAIVER

Section 7.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

- (a) by mutual written consent of Parent and Purchasers;
- (b) by Purchasers if the Bankruptcy Court has not entered the Bidding Procedures Order on or before June 2, 2009; provided, however, that Purchasers shall only be permitted to terminate this Agreement pursuant to this Section 7.1(b) if they are not then themselves in material breach of any of their representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order;
- (c) by Purchasers if (i) the Auction has not concluded on or before June 24, 2009; (ii) the Sale Order has not been entered by the Bankruptcy Court by June 25, 2009; or (iii) the Sale Order has not become a Final Order by July 7, 2009; provided, however, that Purchasers shall only be permitted to terminate this Agreement pursuant to this Section 7.1(c) if they are not then themselves in material breach of any of their representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order;
- (d) by Purchasers or Parent if the Closing Date has not occurred on or before July 7, 2009; provided, however, that Purchasers or Parent, as applicable, shall only be permitted to terminate this Agreement pursuant to this Section 7.1(d) if Purchasers, in the event of a termination by Purchasers, or Sellers, in the event of a termination by Parent, are not then themselves in material breach of any of their respective representations, warranties, covenants or agreements contained herein;
- (e) by either Party if a Governmental Entity issues a ruling or Order prohibiting the transactions contemplated hereby, which ruling or Order is final and non-appealable;
- (f) by Purchasers in the event of any breach by Sellers of any of Sellers' agreements, covenants, representations or warranties contained herein or in the Bidding Procedures Order or the Sale Order, provided (i) such breach would result in the failure of a condition set forth in Section 6.3(a) or 6.3(b) to be satisfied and (ii) such condition would not be capable of being satisfied prior to the date specified in Section 7.1(d) hereof; provided, however, that Purchasers (i) are not themselves in material breach of any of their agreements, covenants, representations or warranties contained herein or in the Bidding Procedures Order or the Sale Order, (ii) they notify Sellers in writing (a

“Termination Notice”) of their intention to exercise their rights under this Section 7.1(f) and (iii) they specify in such Termination Notice the agreement, covenant, representation or warranty contained herein or in the Bidding Procedures Order or the Sale Order of which Sellers are allegedly in breach;

(g) by Parent in the event of any breach by Purchasers of any of Purchasers’ agreements, covenants, representations or warranties contained herein or in the Bidding Procedures Order or the Sale Order, provided (i) such breach would result in the failure of a condition set forth in Section 6.2(a) or 6.2(b) to be satisfied and (ii) such condition would not be capable of being satisfied prior to the date specified in Section 7.1(d) hereof; provided, however, that Sellers (i) are not themselves in material breach of any of their agreements, covenants, representations or warranties contained herein or in the Bidding Procedures Order or the Sale Order, (ii) they send Purchasers a Termination Notice of their intention to exercise their rights under this Section 7.1(g) and (iii) they specify in such Termination Notice the agreement, covenant, representation or warranty contained herein or in the Bidding Procedures Order or the Sale Order of which Purchasers are allegedly in breach;

(h) by Purchasers, upon the occurrence of an Alternative Transaction;

(i) by Purchasers, if Sellers withdraw their motion seeking approval of the transactions contemplated by this Agreement with the prior written consent of the DIP Lenders, or file with the Bankruptcy Court any stand-alone plan of reorganization or liquidation prior to the Closing Date with the prior written consent of the DIP Lenders; or

(j) by Parent, if all of the conditions set forth in Sections 6.1 and 6.3 have been satisfied (other than those conditions that by their terms are to be satisfied at the Closing but which conditions would be satisfied if the Closing Date were the date of such termination) and Purchasers have failed to consummate the transaction contemplated hereby on or prior to July 7, 2009.

Section 7.2 Effect of Termination

(a) In the event of termination of this Agreement by either Party, except as otherwise provided in this Section 7.2, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party; provided, however, that nothing herein shall relieve any party from liability for fraud or intentional breach of this Agreement prior to such termination or abandonment of the transactions contemplated by this Agreement. The provisions of Sections 5.4, 5.9, 7.2 and Article VIII shall expressly survive the expiration or termination of this Agreement.

(b) Notwithstanding Section 7.2(a), from and after entry of the Bidding Procedures Order (and subject to delivery by Purchasers to Sellers of all Financing Commitment Letters related to the Financing), (i) if this Agreement is terminated pursuant to Sections 7.1(c) or 7.1(d), then Sellers shall pay to Purchasers the Expense Reimbursement in full and complete satisfaction of all of Sellers’ obligations hereunder; provided, however,

that such Expense Reimbursement shall only be payable in the event of a termination under Sections 7.1(c) or (d), if (A) the DIP Lenders have consented to, directed the Sellers to seek or otherwise directly caused the deadlines set forth in those sections to be extended without the written consent of the Purchasers or (B) the DIP Lenders fail in good faith to object to or otherwise seek the Bankruptcy Court's denial of any extension of such deadlines to which the Purchasers have not agreed in writing and as to which the DIP Lenders have reasonable prior notice; or (ii) if this Agreement is terminated pursuant to Sections 7.1(h) and 7.1(i), then Sellers shall pay to Purchasers the Break-Up Fee and the Expense Reimbursement in full and complete satisfaction of all Sellers' obligations hereunder. The payments of the Break-Up Fee and the Expense Reimbursement shall be made without further order of the Bankruptcy Court by wire transfer of immediately available funds promptly (but in any event within two (2) Business Days) following the occurrence of one of the termination events set forth in this paragraph, provided, that in the event of a termination pursuant to Section 7.1(h), the Break-Up Fee and Expense Reimbursement shall be paid upon consummation of the first transaction that constitutes an Alternative Transaction. Each of the Break-Up Fee and the Expense Reimbursement shall be paid as an administrative expense of the Sellers with priority over any and all other administrative expenses of the kind specified in Section 503(b) or 507(b) of the Bankruptcy Code and payable out of the Sellers' cash or other collateral securing the Sellers' obligations to its senior secured lenders (prior to any recovery by such lenders) pursuant to Section 364(c)(1) of the Bankruptcy Code, shall be free and clear of all Encumbrances and other interests, and shall be deemed an authorized and approved expenditure in the DIP Budget. The Sellers hereby acknowledge that each of the Break-Up Fee and the Expense Reimbursement shall survive termination of this Agreement, and the Sellers shall obtain the senior secured lenders' written consent to the priority and payment of such Break-Up Fee and/or Expense Reimbursement as provided herein on or prior to the date of entry of the Bidding Procedures Order. Except as set forth in the proviso in Section 7.2(a), notwithstanding anything to the contrary in this Agreement, the Purchasers' right to receive payment of the Break-Up Fee and the Expense Reimbursement from Sellers as herein provided shall be the sole and exclusive remedy available to the Purchasers against Sellers or any of their respective former, current or future equity holders, directors, officers, affiliates or agents with respect to this Agreement and the transactions contemplated hereby. In the event that this Agreement is terminated pursuant to Sections 7.1 (c), 7.1(d), 7.1(h) or 7.1(i) and upon payment of the Break-Up Fee and/or the Expense Reimbursement in the circumstances described herein, none of Sellers nor any of their respective former, current or future equity holders, directors, officers, affiliates or agents shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby.

(c) If this Agreement is terminated by Parent pursuant to Section 7.1(g) hereof (if at the time of such termination there is no state of facts or circumstances (other than a state of facts or circumstances caused by or arising out of a breach of Purchasers' agreements, covenants, representations or warranties contained herein or in the Bidding Procedures Order or the Sale Order) that would reasonably be expected to cause the conditions set forth in Section 6.1 and 6.3 not to be satisfied on or prior to July 7, 2009) or Section 7.1(j), then the Purchasers shall pay to the Sellers an amount in cash equal to Four Million Dollars (\$4,000,000.00) (the "Purchaser Termination Fee") as promptly as possible

(but in any event within two Business Days) following such termination by Sellers as liquidated and agreed damages in respect to this Agreement and the transactions contemplated hereby and as full consideration for the Sellers' efforts and expenses in connection with this Agreement and the transactions contemplated hereby. Notwithstanding anything to the contrary in this Agreement, Sellers' right to receive payment of the Purchaser Termination Fee from the Purchasers pursuant to this Section 7.2(c) shall be the sole and exclusive remedy available to Sellers against Purchasers and any of their respective former, current or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents with respect to this Agreement and the transactions contemplated hereby, including for any loss suffered as a result of the failure of such transactions to be consummated, under any theory or for any reason, and upon payment of the Purchaser Termination Fee, none of Purchasers or any of their respective former, current or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereto. For purposes of this Section 7.2(c) only, notwithstanding anything to the contrary herein, "Purchasers" shall be deemed to include SKNL Parent.

(d) In no event shall Purchasers be liable to Sellers or any of their Affiliates, nor shall Sellers or their Affiliates be liable to Purchasers or any of their Affiliates, for special, punitive, incidental, indirect, exemplary or consequential damages of any nature whatsoever arising out of or in connection with this Agreement, notwithstanding the fault, strict liability, breach of contract or negligence, whether sole, joint or concurrent, active or passive, of the beneficiary of this limitation or whether asserted in contract, in warranty, in tort, by statute or otherwise. Any such claim, right or cause of action for any damages that are special, punitive, incidental, indirect, exemplary, or consequential damages is hereby fully waived, released and forever discharged.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Survival of Representations, Warranties, and Agreements. No representations or warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date.

Section 8.2 Confidentiality. Each Party agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding the other Party during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of Purchasers, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the second immediately preceding sentence in any manner whatsoever except solely for the purpose of

evaluating the proposed purchase and sale of the Acquired Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, Purchasers may use or disclose any confidential information that is otherwise reasonably related to the Business of the Acquired Assets for purposes of the conduct of the Business. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (i) is or becomes available to such Party from a source other than such Party, (ii) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (iii) is required to be disclosed under applicable law or judicial process, including the Chapter 11 Cases, but only to the extent it must be disclosed, or (iv) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby.

Section 8.3 Public Announcements. Unless otherwise required by applicable law or by obligations of Seller or the Purchaser or their respective affiliates pursuant to any listing agreement with or rules of any securities exchange, Seller and the Purchaser shall consult with each other before issuing any other press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby or the activities and operations of the other and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

Section 8.4 Taxes; Assumed Lease Payments; Security Deposits; Title Costs.

(a) Except for Taxes that constitute Assumed Liabilities or as provided in this Section 8.4, Sellers shall be liable for and shall pay, and pursuant to Section 8.4(d) shall reimburse Purchasers for, all Taxes (whether assessed or unassessed) applicable to the Business and the Acquired Assets, in each case attributable to periods (or portions thereof) ending on or prior to the Closing Date. Without limiting the obligations of Purchasers contained elsewhere in this Agreement, including in respect of the Assumed Liabilities, Purchasers shall be liable for and shall pay, and pursuant to Section 8.4(d) shall reimburse the applicable Seller for, all Taxes (whether assessed or unassessed) applicable to the Business, the Acquired Assets and the Assumed Liabilities, in each case attributable to periods (or portions thereof) beginning after the Closing Date. For purposes of this paragraph (a), any period beginning before and ending after the Closing Date shall be treated as two partial periods, one ending on the Closing Date and the other beginning on the day after the Closing Date. Taxes imposed on a period basis (such as property Taxes) shall be allocated on a daily basis.

(b) Notwithstanding anything to the contrary herein, any sales Tax, use Tax, real property transfer or gains Tax, documentary stamp Tax, excise Tax, intangible Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order ("Transfer Taxes") shall be borne by Purchasers. Sellers and Purchasers shall use reasonable efforts and cooperate in good faith to exempt or minimize the sale and transfer of the Acquired Assets from any such Transfer Taxes. Purchasers shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes; provided, however, that in the event any such Tax Return requires execution by Sellers, Purchasers shall prepare and deliver to Sellers a copy of such Tax Return at least ten days before the due date thereof, and, provided that such Tax Return is consistent with allocations approved by Sellers pursuant to

Section 1.8 heretofore, Sellers shall promptly execute such Tax Return and deliver it to Purchasers, which shall cause it to be filed in a timely manner.

(c) The Sellers and the Purchasers shall promptly provide each other with any reasonably requested information for purposes of determining any Tax liability in respect of any Acquired Asset, and shall otherwise make available to each other all information, records, or documents relating to liabilities for Taxes in respect of the Acquired Assets. The Sellers and the Purchasers shall preserve all such information, records and documents until the expiration of any statute of limitations or extensions thereof. Sellers shall promptly provide copies of all IRS Forms W-2, W-4 and 1099 with respect to employees and independent contractors.

(d) Sellers or Purchasers, as the case may be, shall promptly and in any event within 30 days of receipt of notice thereof, provide reimbursement for any Tax paid by one Party all or a portion of which is the responsibility of the other Party in accordance with the terms of this Section 8.4. Within a reasonable time prior to the payment of any such Tax, the Party paying such Tax shall give notice to the other Party of the Tax payable and each Party's respective liability therefor, although failure to do so will not relieve the other Party from its liability hereunder.

(e) Notwithstanding any other provision of this Agreement, in the event of an examination or audit of any position taken on a Tax Return, Purchasers shall have the right to control any and all such examinations or audits, including appeals, where Purchasers would, pursuant to this Agreement, be liable for additional Taxes that could be imposed as a result of such proceeding. Sellers shall be kept informed of the status of any such proceeding, and Purchasers shall not agree to any settlement that would require payment from Sellers without the written consent of Sellers (such consent not to be unreasonably withheld or delayed). The Sellers shall cooperate fully in all matters relating to any such examination or audit or other Tax proceeding (including according access to all records pertaining thereto), and will execute and file any and all consents, powers of attorney and other documents as shall be reasonably necessary in connection therewith.

(f) Purchasers and Sellers hereby waive compliance with all "bulk sales," "bulk transfer" and similar laws that may be applicable with respect to the sale and transfer of any or all of the Acquired Assets to Purchasers.

(g) Sellers and Purchasers shall, to the extent possible, (i) treat Purchasers as a "successor employer" and Sellers as a "predecessor," solely within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, with respect to employees of Sellers to be employed by the Purchasers for purposes of Taxes imposed under the United States Federal Unemployment Tax Act or the United States Federal Insurance Contributions Act and (ii) cooperate with each other to avoid the filing of more than one IRS Form W-2 with respect to each such employee for the calendar year in which the Closing occurs.

(h) All monetary obligations of Sellers under the Assumed Leases, including the payment of any rent, tax charges, escalation, additional rent, utilities, common area maintenance charges, and any other amounts required to be paid by Sellers under the Assumed

Leases (based upon the most recent ascertainable bills if current bills and/or information are not available) (the "Assumed Lease Payments") (i) which relate to periods prior to the Closing Date shall be the responsibility of Sellers and (ii) which relate to the periods from and after the Closing Date shall be the responsibility of Purchasers. Notwithstanding anything to the contrary herein, Sellers and Purchasers shall prorate the Assumed Lease Payments at the Closing and the Adjusted Base Purchase Price shall be adjusted to provide Sellers with a credit for all monetary obligations of Sellers under the Assumed Leases that have been paid in advance and which relate to periods from and after the Closing Date and to provide Purchasers a credit for all monetary obligations under the Assumed Leases that have not been paid and which relate to periods prior to the Closing Date. All such prorations in connection with the Assumed Leases as of the Closing Date shall be final. At Closing, Sellers shall have the right to net any amounts owed by Sellers with respect to the foregoing against the Adjusted Purchase Price.

(i) On the Closing Date and with respect to each Assumed Lease, Purchasers shall (i) deliver a security deposit, in a form and on the terms that are permitted under such Assumed Lease or otherwise acceptable to the landlord thereto, to the landlord under such Assumed Lease as a replacement for any security deposit that has previously been provided by Sellers in connection with such Assumed Lease and (ii) provide evidence reasonably satisfactory to Sellers that such obligation has been satisfied; provided, however, that in the event that Sellers have previously provided the landlord under an Assumed Lease with a security deposit in the form of a cash payment, then in lieu of Purchasers providing a replacement security deposit, Sellers shall, notwithstanding anything to the contrary herein, receive a credit for the full amount of such security deposit as an adjustment to the Purchase Price.

(j) Notwithstanding anything to the contrary herein, Purchasers shall be responsible for any and all costs, fees, and expenses arising out of, or related to, the issuance of the Title Commitments, including, but not limited to, the escrow fees, closing fees, title examinations and searches, title insurance premiums, endorsements costs and any recording fees relating to the recordation of the Deeds.

Section 8.5 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five (5) Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

(a) If to Purchasers, to

Emerisque Brands UK Limited
53 Davies Street
London W1K5JH
England
Facsimile: (011) 44 20 7152 6348

Attention: Ajay Khaitan, Chief Executive Officer

and

SKNL North America, B.V.
Oudegracht 202
Alkmaar 1811 CR
The Netherlands
Facsimile: (011) 91 22 2493 1685
Attention: Anil Channa

with a copy to

Step toe & Johnson LLP
750 Seventh Avenue
New York, New York 10019
Facsimile: (212) 506-3950
Attention: Michael J.W. Rennock, Esq.

(b) If to the Sellers, to

Hartmarx Corporation.
101 North Wacker Drive
Chicago, Illinois 60606
Facsimile: (312) 357-5321
Attention: General Counsel

with a copy to

Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Chicago, Illinois 60606
Facsimile: (312) 407-0411
Attention: L. Byron Vance III, Esq.
George Panagakis, Esq.

Section 8.6 Descriptive Headings; Interpretative Provisions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include

the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any person include the successors and permitted assigns of that person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

Section 8.7 No Strict Construction. The Sellers and the Purchasers participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Sellers and the Purchasers, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any person with respect to this Agreement.

Section 8.8 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto, except that all or any portion of the right of Purchasers hereunder may be assigned prior to the Closing, without the consent of Sellers, to any Affiliate of the Purchasers; provided that (i) the assignee shall assume in writing all of such Purchaser’s obligations to Sellers hereunder, (ii) such Purchaser shall not be released from any of its obligations hereunder by reason of such assignment and (iii) such assignment shall not delay or otherwise impede in any respect (including by requiring any additional filings under the HSR Act) the timing for the consummation of the transactions contemplated hereby.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns, including any subsequently appointed Chapter 11 or Chapter 7 trustee. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties and successors and assigns permitted by this Section 8.8 any right, remedy or claim under or by reason of this Agreement.

Section 8.9 Entire Agreement. This Agreement (including the Ancillary Documents, Exhibits, Schedules and the other documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof, including, without limitation, any transaction between or among the parties hereto.

Section 8.10 Governing Law; Submission of Jurisdiction; Waiver of Jury Trial.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. Each of the Parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. For purposes of this Section 8.10 only, notwithstanding anything to the contrary herein, "Party" and "Parties" shall be deemed to include SKNL Parent.

Section 8.11 Expenses. Except as otherwise expressly provided herein, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated thereby shall be paid by the Party incurring such expenses.

Section 8.12 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of all the Parties hereto.

Section 8.13 Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. Except as otherwise provided herein, the failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 8.14 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

Section 8.15 Severability; Validity; Parties in Interest. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party

to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

ARTICLE IX

DEFINITIONS

As used herein, the terms below shall have the following meanings:

“*1934 Act*” has the meaning set forth in Section 3.23.

“*Accounts Receivable*” means, with respect to a Seller, all accounts receivable and other rights to payment from customers of such Seller and the full benefit of all security for such accounts receivable or rights to payment, including those consisting of all accounts receivable in respect of goods shipped or products sold or services rendered to customers by such Seller, any other miscellaneous accounts receivable of such Seller, and any claim, remedy or other right of each Seller related to any of the foregoing.

“*Acquired Assets*” has the meaning set forth in Section 1.1.

“*Acquired Leased Real Property*” has the meaning set forth in Section 1.1(f).

“*Acquired Owned Real Property*” has the meaning set forth in Section 1.1(f).

“*Action*” means any claim, charge, action, suit, arbitration, mediation, inquiry, proceeding or investigation by any person or Governmental Entity before any Governmental Entity or any arbitrator or mediator.

“*Adjusted Base Purchase Price*” has the meaning set forth in Section 1.6.

“*Adjustment Amount*” has the meaning set forth in Section 1.7.

“*Affiliate*” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

“*Agreement*” has the meaning set forth in the Preamble.

“*Allocation Schedules*” has the meaning set forth in Section 1.8.

“*Alternative Transaction*” means the Sellers entering, or otherwise agreeing to enter, into a transaction or series of transactions involving a sale, transfer or other disposition of all or any portion of the Acquired Assets to another purchaser or purchasers other than the Purchasers.

“*Ancillary Documents*” means the Bill of Sale, Deeds, Assignment and Assumption Agreement, Assignment of Patents, Assignment of Trademarks, Assignment of Copyrights, Assignment of Domain Names and each other agreement, document or instrument

(other than this Agreement) executed and delivered by Sellers and Purchasers in connection with the consummation of the transactions contemplated by this Agreement.

“*Asset Purchase*” has the meaning set forth in the Recitals.

“*Assigned Contract*” has the meaning set forth in Section 1.1(c).

“*Assignment and Assumption Agreement*” means the Assignment and Assumption Agreement substantially in the form of Exhibit B.

“*Assignment of Copyrights*” has the meaning set forth in Section 2.2(a)(ii).

“*Assignment of Domain Names*” has the meaning set forth in Section 2.2(a)(ii).

“*Assignment of Patents*” has the meaning set forth in Section 2.2(a)(ii).

“*Assignment of Trademarks*” has the meaning set forth in Section 2.2(a)(ii).

“*Assumed Lease Payments*” has the meaning set forth in Section 8.4(h).

“*Assumed Leases*” has the meaning set forth in Section 1.1(f).

“*Assumed Liabilities*” has the meaning set forth in Section 1.3.

“*Auction*” has the meaning set forth in Section 5.7(a).

“*Bankruptcy Code*” has the meaning set forth in the Recitals.

“*Bankruptcy Court*” has the meaning set forth in the Recitals.

“*Base Purchase Price*” has the meaning set forth in Section 1.6.

“*Benefit Plan*” has the meaning set forth in Section 3.14(a).

“*Bidding Procedures*” means bid procedures in substantially the form attached hereto as Exhibit J, to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, provided that any changes or modifications to Exhibit J shall be in form and substance acceptable to Purchasers in their sole discretion.

“*Bidding Procedures Motion*” means the motion in form and substance reasonably acceptable to Sellers and Purchasers, filed by Sellers to obtain approval of the Bidding Procedures and the Bidding Procedures Order, which motion may be included as part of the Sale Motion or may be a separate motion from the Sale Motion.

“*Bidding Procedures Order*” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit K approving the Bidding Procedures, provided

that any changes or modifications to Exhibit K shall be in form and substance acceptable to Purchasers in their sole discretion.

“*Bill of Sale*” means the Bill of Sale substantially in the form of Exhibit D.

“*Brand Names*” means the brand names set forth on Exhibit A.

“*Break-Up Fee*” means an amount equal to One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) which shall, subject to Bankruptcy Court approval, be afforded the protections, and be paid, as set forth in Section 7.2.

“*Business*” has the meaning set forth in the Recitals.

“*Business Day*” means any day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

“*Canadian Acquired Assets*” has the meaning set forth in the Canadian Agreement.

“*Canadian Agreement*” means the Asset Purchase Agreement to be entered into between the Purchasers and the Canadian Sub pursuant to Section 5.8 in form and substance satisfactory to the Purchasers and the Canadian Sub.

“*Canadian Sale Process*” has the meaning set forth in the Canadian Agreement.

“*Canadian Sub*” means Copley Apparel Group Limited, a corporation duly organized under the laws of the Province of Ontario, Canada.

“*Chapter 11 Cases*” has the meaning set forth in the Recitals.

“*Closing*” has the meaning set forth in Section 2.1.

“*Closing Date*” has the meaning set forth in Section 2.1.

“*COBRA*” means the Consolidated Omnibus Budget Reconciliation Act of 1985.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Collective Bargaining Agreements*” has the meaning set forth in Section 3.15(c).

“*Computers*” means all computer equipment and hardware, including, without limitation, all central processing units, terminals, disk drives, tape drives, electronic memory units, printers, keyboards, screens, mobile communication devices (e.g., cell phones, satellite phones, personal digital assistants (PDAs)), peripherals (and other input/output devices), modems and other communication controllers, and any and all parts and appurtenances thereto, together with all intellectual property used in connection with the operation of such computer

equipment, including, without limitation, all software and rights under any licenses related to such use.

“*Contract*” means any agreement, contract, obligation, promise, instrument undertaking, purchase order, or other arrangements (whether written or oral) that is legally binding, other than Lease, to which any Seller is party.

“*Copyrights*” means all United States and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all United States copyright registrations and applications for registration and foreign equivalents, all moral or artist’s rights, all common law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention.

“*Cure Costs*” has the meaning set forth in Section 5.6.

“*Customer Contracts*” has the meaning set forth in Section 1.1(c)(i).

“*Customer Lists*” means all customer lists, files and Documents used or otherwise compiled in connection with the Business, including the following information: customer names; customer mailing addresses, email addresses, and other personal information; customer gift registries and all information related thereto; all records regarding customer purchasing and payment histories; and any and all other customer information.

“*Deeds*” means the special warranty deeds (or state-specific equivalent) transferring title to the Acquired Owned Real Property to be delivered pursuant to Section 2.2.

“*Des Plaines Mortgage Loan*” means that certain loan made pursuant to that certain Loan Agreement, dated as of May 3, 2001, by and between Bank of America, N.A. to HSM Real Estate LLC and Hart Schaffner & Marx, and secured by, amongst other things, that certain Acquired Owned Real Property located at 1680-1700 East Touhy Avenue, Des Plaines, Illinois 60018.

“*Des Plaines Mortgage Loan Documents*” means any and all credit agreements, loan documents, instruments, mortgages, security agreements, financing statements, guarantees, or other documents delivered by a Seller in connection with the Des Plaines Mortgage Loan.

“*DIP Balance*” means the sum of (i) the aggregate outstanding amounts owed by the Sellers under the DIP Financing and (ii) the face value of letters of credit issued and outstanding under the DIP Financing (excluding any such letters of credit under which the DIP Lenders have no liability from and after the Closing other than those letters of credit which are assumed or replaced by the Purchasers at Closing in accordance with the terms of this Agreement).

“*DIP Balance Certificate*” means a certificate signed by the chief financial officer of Parent, in form satisfactory to the Purchasers and Wachovia, setting forth the Pre-Closing DIP Balance and delivered to Purchasers pursuant to Section 1.7.

“*DIP Budget*” means the budget defined and referenced in the DIP Order, as amended or modified through the Effective Date.

“*DIP Financing*” means the financing transaction referenced and approved in the DIP Order, as amended or modified from time to time in accordance with the DIP Order.

“*DIP Lenders*” means the lenders providing the DIP Financing.

“*DIP Order*” means the Order (A) Authorizing Debtors to Obtain Final Post-Petition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. § 105.363 and 364(c); (B) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362; and (C) Authorizing Debtors to Enter Into Agreements with Wachovia Capital Finance Corporation (Central), as Agent, entered on the docket in the Chapter 11 Cases on February 19, 2009, Docket No. 149.

“*Documents*” means all books, records, files, invoices, Inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and laboratory books and credit records of customers (including all data and other information stored on discs, tapes or other media) to the extent used in or to the extent relating to the assets, properties, including the Intellectual Property, business or operations of the Business.

“*DOJ*” has the meaning set forth in Section 5.3(b).

“*Domain Names*” means any alphanumeric designation registered with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet. A Domain Name may or may not also be a Trademark.

“*Effective Date*” has the meaning set forth in the Preamble.

“*Eligible Administrative Claims*” has the meaning set forth in Section 1.3(d).

“*Emerisque*” has the meaning set forth in the Preamble.

“*Encumbrance*” means any charge, lien, claim, mortgage, lease, hypothecation, deed of trust, pledge, security interest, option, rights of setoff, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, liability, commitment, or other similar restriction of any kind, other than Permitted Encumbrances.

“*Environment*” means all air, water vapor, surface water, groundwater, drinking water supply or land, including land surface or subsurface, and includes all fish, wildlife, biota and all other natural resources.

“*Environmental Laws*” means all foreign, federal, state or local environmental, land use, health, chemical use, safety and sanitation laws, statutes, ordinances, regulations or rule of common law (including with respect to the Business, specific Environmental Permits and

Orders), as in effect on the date hereof, relating to the protection of the Environment and/or governing the discharge of pollutants or the use, storage,, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, including but not limited to the Resource Conservation and Recovery Act of 1976 as amended (“RCRA”), the Clean Air Act as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, the Toxic Substances Control Act, as amended, the Occupational Safety and Health Act of 1970 and state and foreign statutes similar to or based upon the foregoing, as the same are in effect on the date hereof.

“*Environmental Permits*” means all permits, licenses, certificates, approvals, authorizations, consents or registrations issued by a Governmental Entity pursuant to an Environmental Law.

“*Equipment*” means all furniture, fixtures, equipment, Computers, machinery, apparatus, appliances, spare parts, signage, supplies, vehicles, forklifts and all other tangible personal property of very kind and description in which Sellers have an interest.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended.

“*ERISA Affiliate*” has the meaning set forth in Section 3.14(a).

“*Excluded Assets*” has the meaning set forth in Section 1.2.

“*Excluded Contracts*” has the meaning set forth in Section 1.2(e).

“*Excluded Liabilities*” has the meaning set forth in Section 1.4.

“*Existing Letters of Credit*” has the meaning set forth in Section 5.12.

“*Excluded Real Property*” has the meaning set forth in Section 5.20.

“*Expense Reimbursement*” means all reasonable costs and expenses of Purchasers incurred in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (including, without limitation, reasonable expenses of counsel and other outside consultants and reasonable legal expenses related to the transactions contemplated hereby, preparing and negotiating this Agreement and documents related hereto, investigating Sellers or the Acquired Assets), in the amount of Two Million Dollars (\$2,000,000.00) which shall, subject to Bankruptcy Court approval, be afforded the protections, and be paid, as set forth in Section 7.2.

“*Final Order*” means an action taken or Order issued by the applicable Governmental Entity as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof, (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Entity and the time for filing any such petition or protest is passed, (iii) the

Governmental Entity does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed, and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof; provided, however, that a request for a stay, appeal, motion to rehear or reconsider or petition for certiorari referred to above shall be disregarded for purposes of such clause if such request for a stay, appeal, motion to rehear or reconsider or petition for certiorari would not, individually or in the aggregate, reasonably be expected to result in more than \$250,000 of losses to Purchasers.

“*Financing*” means financing facilities available to Purchasers as of the Closing Date providing for sufficient availability to fund the Adjusted Base Purchase Price.

“*Financing Commitment Letters*” has the meaning set forth in Section 5.18(a).

“*FTC*” has the meaning set forth in Section 5.3(b).

“*GAAP*” means generally accepted accounting principles in the United States.

“*Governmental Entity*” means any federal, state, provincial, local, county or municipal government, governmental, regulatory or administrative agency, commission, board, bureau or other authority or instrumentality, domestic or foreign or any court, tribunal, arbitration panel or judicial body having jurisdiction.

“*Hazardous Substances*” means any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “controlled waste,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants,” “pollutants,” “toxic pollutants,” or words of similar meaning and regulatory effect under any applicable Environmental Law including, without limitation, petroleum, petroleum products, polychlorinated biphenyls, asbestos and any substance (alone or in combination with any other substance) likely to cause significant harm to the environment.

“*Hired Employees*” has the meaning set forth in Section 5.13(a).

“*Hired Represented Employees*” has the meaning set forth in Section 5.13(e).

“*HSR Act*” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the relevant rules and regulations thereunder.

“*Indebtedness*” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course of the

business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP, (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Intellectual Property" means all intellectual property rights of any kind owned, used or licensed (as licensor or licensee) by a Seller, including all Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Names and Customer Lists; all rights to privacy and proprietary rights to personal information, all inventions (whether patentable or not), invention disclosures, improvements, know-how, technology and technical data and all documentation relating to any of the foregoing; all industrial designs and any registrations and applications therefor; all databases and data collections and all rights therein; all moral and economic rights of authors and inventors, however denominated; all intellectual, literary, artistic, design and moral rights in and to all artwork, designs, sketches, websites, concept and themes, and all graphic, photographic, and other creative and other artistic expressions and visual representation ever created or used by Sellers at any time in connection with the manufacture, advertising, marketing, distribution and sale of products bearing any of the Trademarks in connection with the operation of the Business; and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing.

"Inventory" has the meaning set forth in Section 1.1(e).

"Junior Secured Note" has the meaning set forth in Section 1.6.

"Knowledge," with respect to the Sellers, means the actual knowledge of any executive officer of any Seller.

"Leased Real Property" has the meaning set forth in Section 3.13(a).

"Leases" has the meaning set forth in Section 3.13(a).

"Legal Requirement" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

"Liability" means any debt, loss, claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

"License Agreements" has the meaning set forth in Section 1.1(c)(iii).

“Loan Assignment and Assumption Agreements” means, collectively, all instruments, deeds, assignments, assumptions, amendments and other agreements, each in form and substance reasonably acceptable to the Purchasers and the lender under the Des Plaines Mortgage Loan, for the assignment to, and assumption by, Purchasers or their designee(s) of all of the right, title and interest in, and obligations of, HSM Real Estate LLC and Hart Schaffner & Marx under the Des Plaines Mortgage Loan Documents.

“Material Adverse Effect” means any event or condition in respect of the operation of the Business, the Acquired Assets, and the Assumed Liabilities that individually or in the aggregate results in a material adverse effect on the properties, liabilities, business, condition (financial or otherwise), operations or prospects of the Business taken as a whole, other than the effects of events or conditions resulting from (i) the Chapter 11 Cases, (ii) changes in general economic, financial market or geopolitical conditions, (iii) general changes or developments in the industries and markets in which the Business operates, (iv) the announcement and performance of this Agreement and the other transactions contemplated by this Agreement, including termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, distributors, partners or employees of the Business to the extent due to the announcement and performance of this Agreement or the identity of Purchasers, (v) any actions required under this Agreement to obtain any approval or authorization required under applicable antitrust or competition laws for the consummation of the transactions contemplated by this Agreement, (vi) changes in (or proposals to change) any applicable laws or regulations or applicable accounting regulations or principles or interpretations thereof or (vii) any outbreak or escalation of hostilities or war or any act of terrorism.

“Material Contract” means any Contract to which any Seller is a party or by which any of the Acquired Assets are bound and pursuant to which Sellers would be required to make or entitled to receive, as applicable, payments in excess of \$500,000.00 from and after the Effective Date.

“Non-Represented Hired Employees” has the meaning set forth in Section 5.13(f).

“Operating Budget” means a budget in form and substance satisfactory to Purchasers to be prepared by the Sellers and approved by the DIP Lenders governing the operations of the Business from the Effective Date through the Closing Date, which budget shall be substituted for the DIP Budget upon its approval by the DIP Lenders.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Entity.

“Original Agreement” has the meaning set forth in the Recitals.

“Owned Real Property” has the meaning set forth in Section 3.13(a).

“Parent” has the meaning set forth in the Preamble.

“Party” or “Parties” means, individually or collectively, each Purchaser, Seller and Canadian Sub.

“Patents” means United States and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, continued prosecution applications, requests for continued examination, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, inventions (whether or not patentable or reduced to practice) or improvements thereto.

“Permits” means all franchises, grants, authorizations, licenses, permits, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Entity which are necessary for Sellers to own, lease and operate their properties and assets or to carry on the Business as it is now being conducted.

“Permitted Encumbrances” means (i) statutory liens for current property Taxes and assessments not yet due and payable, including, without limitation, liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default on the part of the Sellers, (ii) mechanics’, carriers’, workmen’s, repairmen’s or other like Encumbrances arising or incurred in the ordinary course of business, consistent with past practice, with respect to obligations that are not delinquent; (iii) any recorded or unrecorded easements, covenants, trackage rights, rights of way, covenants, conditions, restrictions, declarations, leases, licenses, and other similar matters or imperfections of title with respect to the Acquired Owned Real Property or Acquired Leased Real Property or personalty that do not in any material respect detract from the marketability or insurability (at standard premiums) thereof and do not individually or in the aggregate materially interfere with the present use of the property subject thereto, (iv) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Acquired Owned Real Property and that do not materially detract from the marketability or insurability (at standard premiums) of or individually or in the aggregate materially interfere with the present the use of the Acquired Owned Real Property subject thereto, (v) options to purchase and/or rights of first offer or refusal or other pre-emptive rights or purchase rights with respect to any of the Acquired Owned Real Property that would not reasonably be expected to have a Material Adverse Effect, (vi) deposits under worker’s compensation, unemployment insurance and social security laws to the extent required by law and to the extent not related to any Excluded Liability, (vii) local, county, state and federal laws, ordinances or governmental regulations now or hereafter in effect relating to the Acquired Owned Real Property or Leased Real Property, (viii) licenses of or other grants of rights to use Intellectual Property in the ordinary course of business consistent with past practice, (ix) those items set forth on Schedule 3.7, (x) the Assumed Liabilities, (xi) any and all matters disclosed on any title insurance policy and marked on a survey (where such matters can reasonably be marked on a survey) for any Acquired Owned Real Property, but only if copies of such title insurance policy and survey were made available by Sellers to Purchaser prior to the Effective Date, and (xii) any matters set forth on any approved Title Commitment on the Closing Date. For the avoidance of doubt, it is expressly agreed that the mortgages and deeds of trust in favor of Congress Finance Corporation (or its successors and assigns) referenced in the Title Commitments are not Permitted Encumbrances.

“*Person*” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or Governmental Entity.

“*Petitions*” has the meaning set forth in the Recitals.

“*Petition Date*” has the meaning set forth in the Recitals.

“*Pre-Closing DIP Balance*” means the DIP Balance as of the close of business on the day immediately preceding the Closing Date.

“*Proceeding*” means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving any Governmental Entity or arbitrator.

“*PTO*” has the meaning set forth in Section 1.3(e).

“*PTO Policies*” has the meaning set forth in Section 1.3(e).

“*Purchase Price*” has the meaning set forth in Section 1.6.

“*Purchaser Termination Fee*” has the meaning set forth in Section 7.2(c).

“*Purchasers*” has the meaning set forth in the Preamble.

“*Release*” means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property.

“*Representative*” means with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

“*Required Consents*” means the filings by Sellers and Purchasers required by the HSR Act and the expiration or earlier termination of all waiting periods under the HSR Act.

“*Sale Hearing*” means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement or a competing transaction.

“*Sale Motion*” means the motion, in form and substance reasonably acceptable to Sellers and Purchasers, filed by Sellers pursuant to, inter alia, Sections 363 and 365 of the Bankruptcy Code to obtain the Sale Order.

“*Sale Order*” means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit C authorizing and approving the sale of the Acquired Assets to Purchasers on the terms and conditions set forth herein, provided, that any changes or

modifications to Exhibit C shall be in form and substance acceptable to Purchasers in their sole discretion.

“*Sellers*” has the meaning set forth in the Preamble.

“*Seller SEC Documents*” means all forms, reports, schedules, statements and other documents filed by the Sellers since January 1, 2006 under the Securities Exchange Act of 1934, as amended, or the Securities Act of 1933, as amended (as such documents have been amended since the time of their filing).

“*SKNL*” has the meaning set forth in the Preamble.

“*SKNL Parent*” has the meaning set forth in the Preamble.

“*Software*” has the meaning set forth in Section 1.1(i).

“*Successful Bidder*” has the meaning set forth in the Bidding Procedures.

“*Supplier Contracts*” has the meaning set forth in Section 1.1(c)(ii).

“*Tangible Personal Property*” has the meaning set forth in Section 1.1(g).

“*Tangible Personal Property Removal*” has the meaning set forth in Section 5.20.

“*Tangible Personal Property Removal Period*” has the meaning set forth in Section 5.20.

“*Tax*” or “*Taxes*” (and with correlative meaning, “*Taxing*”) means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the Code), natural real sources, real property, personal property, ad valorem, intangibles, rent, occupancy, vault, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levies or other governmental charges or assessments or deficiencies thereof (including all interest, penalties and additions to tax whether disputed or not) and, (ii) any transferee liability in respect of any items described in clause (i) above.

“*Tax Return*” means any tax return, filing or information statement required to be filed in connection with or with respect to any Tax.

“*Termination Notice*” has the meaning set forth in Section 7.1(f).

“*Third Party Consents*” means the consents, approvals and waivers set forth on Schedule 3.3.

"Title Commitments" has the meaning set forth in Section 2.2(a)(xiii).

"Title Company" means First American Title Insurance Company and its affiliated companies or such other title insurance or abstract company as shall be reasonably selected by the Purchasers (provided that any cancellation costs related to the use of a title company other than First American Title Insurance Company shall be at the sole cost and expense of Purchasers).

"Title IV Plan" has the meaning set forth in Section 3.14(b)

"Trademarks" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations, and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

"Trade Secrets" means confidential and/or proprietary information, trade secrets and all information in whatever form or medium, including non-memorialized form, not generally known to the public and which provides a Seller any advantage.

"Transfer Taxes" has the meaning set forth in Section 8.4(b).

"Transition Services Agreement" has the meaning set forth in Section 2.2(a)(ix).

"Unaudited Financial Statements" has the meaning set forth in Section 3.24.

"Wachovia" has the meaning set forth in Section 5.12.

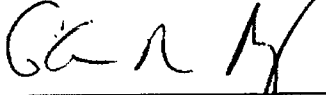
"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar state or local law.

"Wool Refund Designee" has the meaning set forth in Section 5.22.

IN WITNESS WHEREOF, the Sellers and the Purchasers have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

SELLERS:

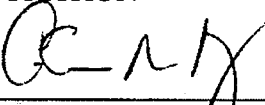
HARTMARX CORPORATION

By: 

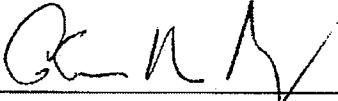
Name: Glenn R. Morgan

Title: Executive Vice President, Chief
Financial Officer, Treasurer and
Assistant Secretary

ANNISTON SPORTSWEAR
CORPORATION

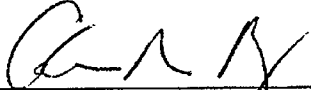
By: 
Name: Glenn R. Morgan
Title: Vice President

BRIAR, INC.

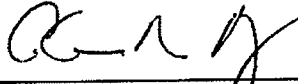
By: 

Name: Glenn R. Morgan
Title: Vice President


CHICAGO TROUSER COMPANY, LTD.

By: 
Name: Glenn R. Morgan
Title: Vice President

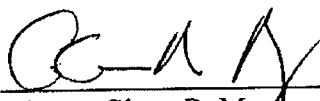
C.M. CLOTHING, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

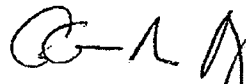
C.M. OUTLET CORP.

By: 
Name: Glenn R. Morgan
Title: Vice President

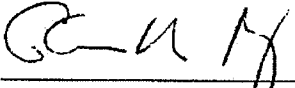
CONSOLIDATED APPAREL GROUP,
INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

COPPLEY APPAREL GROUP LIMITED

By: 
Name: Glenn R. Morgan
Title: Vice President

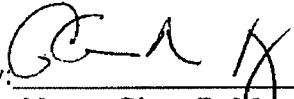
COUNTRY MISS, INC.

By: 

Name: Glenn R. Morgan
Title: Vice President

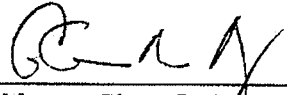
[Signature page to Amended and Restated Asset Purchase Agreement]

COUNTRY SUBURBANS, INC.

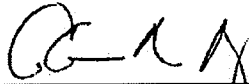
By:  _____

Name: Glenn R. Morgan
Title: Vice President

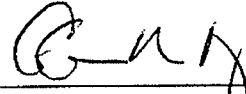
DIRECT ROUTE MARKETING
CORPORATION

By: 
Name: Glenn R. Morgan
Title: Vice President

E-TOWN SPORTSWEAR
CORPORATION

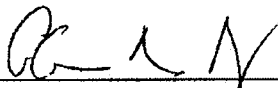
By:  _____
Name: Glenn R. Morgan
Title: Vice President

FAIRWOOD-WELLS, INC.

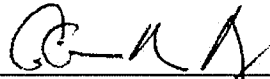
By:  _____

Name: Glenn R. Morgan
Title: Vice President

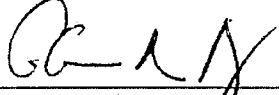
GLENEAGLES, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

HANDMACHER FASHIONS FACTORY
OUTLET, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

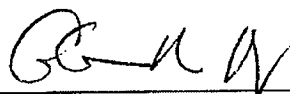
HANDMACHER-VOGEL, INC.

By:  _____

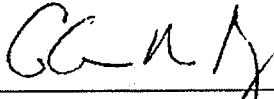
Name: Glenn R. Morgan

Title: Vice President

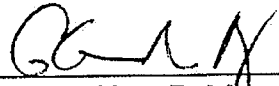
HART SCHAFFNER & MARX

By: 
Name: Glenn R. Morgan
Title: Vice President

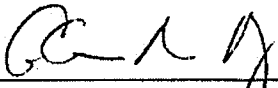
HART SERVICES, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

HARTMARX INTERNATIONAL, INC.

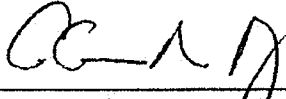
By: 
Name: Glenn R. Morgan
Title: Vice President

HICKEY-FREEMAN CO., INC.

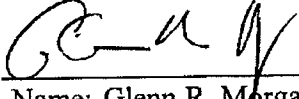
By: 
Name: Glenn R. Morgan
Title: Vice President

[Signature page to Amended and Restated Asset Purchase Agreement]

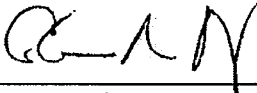
HIGGINS, FRANK & HILL, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

HMX LUXURY, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

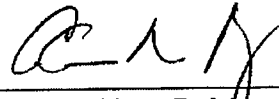
HMX SPORTSWEAR, INC.

By: 

Name: Glenn R. Morgan

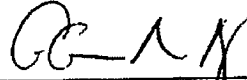
Title: Vice President

HOOSIER FACTORIES,
INCORPORATED

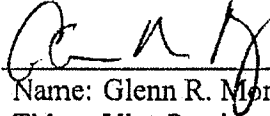
By: 
Name: Glenn R. Morgan
Title: Vice President

HSM REAL ESTATE LLC

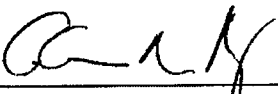
By: Hart Schaffner & Marx, its sole member

By: 
Name: Glenn R. Morgan
Title: Vice President


HSM UNIVERSITY, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

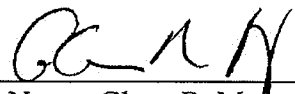
INTERCONTINENTAL APPAREL, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

INTERNATIONAL WOMEN'S APPAREL,
INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

JAYMAR-RUBY, INC.

By:  _____

Name: Glenn R. Morgan

Title: Vice President

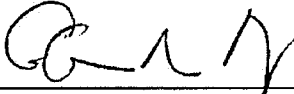
JRSS, INC.

By:  _____

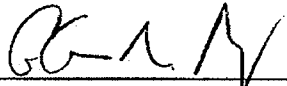
Name: Glenn R. Morgan

Title: Vice President

KUPPENHEIMER MEN'S CLOTHIERS
DADEVILLE, INC.

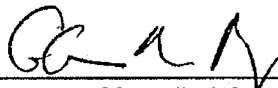
By: 
Name: Glenn R. Morgan
Title: Vice President

MONARCHY GROUP, INC.


By: 
Name: Glenn R. Morgan
Title: Vice President

[Signature page to Amended and Restated Asset Purchase Agreement]

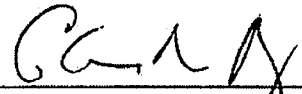
NATIONAL CLOTHING COMPANY, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

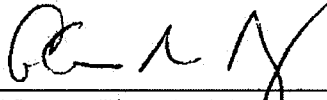
106 REAL ESTATE CORP.

By: 
Name: Glenn R. Morgan
Title: Vice President

NYC SWEATERS, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

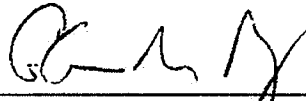
ROBERT'S INTERNATIONAL
CORPORATION

By: 

Name: Glenn R. Morgan


Title: Vice President

ROBERT SURREY, INC.

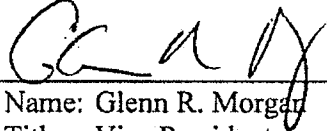
By:  _____

Name: Glenn R. Morgan
Title: Vice President

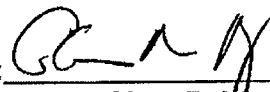
SALHOLD, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

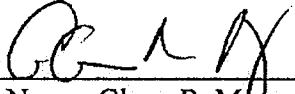
SEAFORD CLOTHING CO.

By: 
Name: Glenn R. Morgan
Title: Vice President

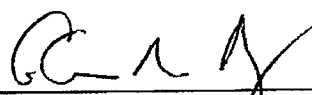
SIMPLY BLUE APPAREL, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

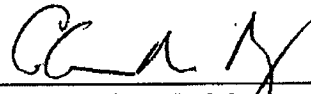
SOCIETY BRAND, LTD.

By: 
Name: Glenn R. Morgan
Title: Vice President

SWEATER.COM APPAREL, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

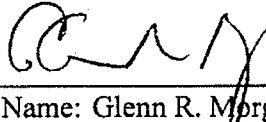
TAG LICENSING, INC.

By:  _____

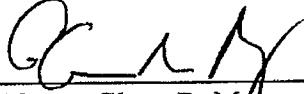
Name: Glenn R. Morgan

Title: Vice President

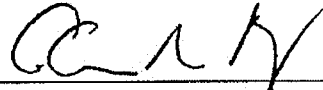
TAILORED TREND, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

THORNGATE UNIFORMS, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

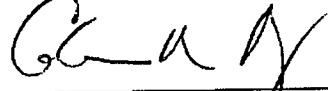
THOS. HEATH CLOTHES, INC.

By:  _____


Name: Glenn R. Morgan

Title: Vice President

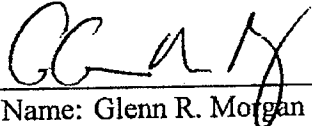
TRADE FINANCE INTERNATIONAL
LIMITED

By: 
Name: Glenn R. Morgan
Title: Vice President


UNIVERSAL DESIGN GROUP, LTD.

By: 
Name: Glenn R. Morgan
Title: Vice President


M. WILE & COMPANY, INC.

By: 
Name: Glenn R. Morgan
Title: Vice President

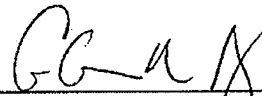
WINCHESTER CLOTHING COMPANY

By: 
Name: Glenn R. Morgan
Title: Vice President

YORKE SHIRT CORPORATION

By: 
Name: Glenn R. Morgan
Title: Vice President

ZOOEY APPAREL, INC.

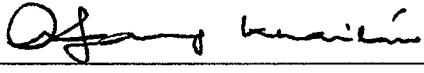
By: 

Name: Glenn R. Morgan

Title: Vice President

PURCHASERS:

EMERISQUE BRANDS UK LIMITED

By: 

Name: AJAY KHAITAN

Title: CHIEF EXECUTIVE OFFICER

SKNL NORTH AMERICA, B.V.

By: Anil Channa
Name: Anil Channa
Title: Authorized Signatory

SKNL PARENT:

S. KUMARS NATIONWIDE LIMITED

By: *Anil Channa*
Name: Anil Channa
Title: Deputy Managing Director

[Signature page to Amended and Restated Asset Purchase Agreement]

APPENDIX I

Anniston Sportswear Corporation
Briar, Inc.
Chicago Trouser Company, Ltd.
C.M. Clothing, Inc.
C.M. Outlet Corp.
Consolidated Apparel Group, Inc.
Copley Apparel Group Limited
Country Miss, Inc.
Country Suburbans, Inc.
Direct Route Marketing Corporation
E-Town Sportswear Corporation
Fairwood-Wells, Inc.
Gleneagles, Inc.
Handmacher Fashions Factory Outlet, Inc.
Handmacher-Vogel, Inc.
Hart Schaffner & Marx
Hart Services, Inc.
Hartmarx International, Inc.
Hickey-Freeman Co., Inc.
Higgins, Frank & Hill, Inc.
HMX Luxury, Inc.
HMX Sportswear, Inc.
Hoosier Factories, Incorporated
HSM Real Estate LLC
HSM University, Inc.
Intercontinental Apparel, Inc.
International Women's Apparel, Inc.
Jaymar-Ruby, Inc.
JRSS, Inc.
Kuppenheimer Men's Clothiers Dadeville, Inc.
Monarchy Group, Inc.
National Clothing Company, Inc.
106 Real Estate Corp.
NYC Sweaters, Inc.
Robert's International Corporation
Robert Surrey, Inc.
Salhold, Inc.
Seaford Clothing Co.
Simply Blue Apparel, Inc.
Society Brand, Ltd.
Sweater.com Apparel, Inc.
Tag Licensing, Inc.
Tailored Trend, Inc.
Thorngate Uniforms, Inc.
Thos. Heath Clothes, Inc.
Trade Finance International Limited
Universal Design Group, Ltd.
M. Wile & Company, Inc.
Winchester Clothing Company
Yorke Shirt Corporation
Zooney Apparel, Inc.

Exhibit A

Brand Names

1. Hart Schaffner Marx
2. Hickey Freeman
3. hickey
4. Bobby Jones
5. Palm Beach
6. Murano
7. Sansabelt
8. Austin Reed
9. Claiborne Axxess
10. Concepts by Claiborne
11. Claiborne
12. Exclusively Misook
13. Barrie Pace
14. Christopher Blue
15. One Girl Who...
16. HCAP
17. Wörn
18. Eye
19. b.chyll
20. Jag Jeans
21. Monarchy
22. Naturalife

23. Aura

24. Jack Nicklaus

25. Lyle & Scott

26. Golden Bear

27. Pierre Cardin

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of _____, 2009, is made by and among Hartmarx Corporation, a Delaware corporation and the selling subsidiaries named on Appendix I hereto (collectively, "Assignors"), and _____, a [corporation] organized under the laws of _____ ("Assignee"). Assignors and Assignee are referred to herein collectively as the "Parties" and individually as a "Party." Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Amended and Restated Asset Purchase Agreement, dated as of June 1, 2009 (the "Asset Purchase Agreement"), by and among Assignors and Emerisque Brands UK Limited, a company formed under the laws of England and Wales ("Emerisque"), and SKNL North America, B.V., a company incorporated under the laws of The Netherlands (collectively, with Emerisque, "Purchasers").

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to assign, transfer and deliver to Assignee certain assets of Assignors, including, without limitation, the Assigned Contracts and the Assumed Leases; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has agreed to assume the Assumed Liabilities;

NOW, THEREFORE, in consideration of the sale and assignment of certain assets of Assignors, including without limitation, the Assigned Contracts and the Assumed Leases, the assumption of the Assumed Liabilities, the payment of the Purchase Price set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Assignment of Assets. In accordance with the terms and conditions of the Asset Purchase Agreement, Assignors do hereby assign, transfer and deliver to Assignee all of Assignors' right, title and interest in, to and under: (a) the Assigned Contracts; (b) the Assumed Leases; (c) all cash security deposits paid by Assignors under the Assumed Leases; (d) all assignable, unexpired warranties and guaranties (express or implied) associated with any facilities, improvements, buildings, structures or systems located at or on the Acquired Owned Real Property or the Acquired Leased Real Property (collectively, the "Real Property") or the Equipment or Tangible Personal Property to be transferred pursuant to the Asset Purchase Agreement; (e) all assignable Permits, certificates of occupancy, bonds, claims and rights running to or assigned to Assignors in connection with the ownership, construction, maintenance, operation, repair or occupation of the Real Property; (f) all assignable plans, specifications,

surveys, and environmental reports and other reports relating to the Real Property; and (g) all development rights related to the Real Property, in each case subject to Section 1.5 of the Asset Purchase Agreement.

Section 2. Assignment and Assumption of Assumed Liabilities. In accordance with the terms and conditions of the Asset Purchase Agreement, Assignors do hereby assign, transfer and deliver to Assignee all of Assignors' right, title, benefit, privileges and interest in and to, and Assignee does hereby assume and agree to pay, perform and discharge promptly and in full when due (in accordance with their terms), all of the Assumed Liabilities.

Section 3. Not a Release. Nothing in this Agreement shall be deemed to constitute a modification, waiver, release or novation of any of Assignors' or Purchasers' undertakings, commitments or obligations under the Asset Purchase Agreement.

Section 4. Further Assurances. Subject to Section 1.5 of the Asset Purchase Agreement, each Party shall, at its own expense, as often as reasonably requested to do so by the other Party, perform any further requested deeds and acts, and execute and deliver any further assignments, transfers, confirmations, instruments, approvals and consents as may be necessary or proper in order to complete, assure and perfect the transfer of the Acquired Assets to Assignee and the assumption of the Assumed Liabilities by Assignee.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

Section 6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to be one and the same instrument.

Section 7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

ASSIGNORS:

HARTMARX CORPORATION

By: _____
Name:
Title:

ANNISTON SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

BRIAR, INC.

By: _____
Name:
Title:

CHICAGO TROUSER COMPANY, LTD.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

C.M. CLOTHING, INC.

By: _____
Name:
Title:

C.M. OUTLET CORP.

By: _____
Name:
Title:

CONSOLIDATED APPAREL GROUP,
INC.

By: _____
Name:
Title:

COUNTRY MISS, INC.

By: _____
Name:
Title:

COUNTRY SUBURBANS, INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

DIRECT ROUTE MARKETING
CORPORATION

By: _____
Name:
Title:

E-TOWN SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

FAIRWOOD-WELLS, INC.

By: _____
Name:
Title:

GLENEAGLES, INC.

By: _____
Name:
Title:

HANDMACHER FASHIONS FACTORY
OUTLET, INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

HANDMACHER-VOGEL, INC.

By: _____
Name:
Title:

HART SCHAFFNER & MARX

By: _____
Name:
Title:

HART SERVICES, INC.

By: _____
Name:
Title:

HARTMARX INTERNATIONAL, INC.

By: _____
Name:
Title:

HICKEY-FREEMAN CO., INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

HIGGINS, FRANK & HILL, INC.

By: _____
Name:
Title:

HMX LUXURY, INC.

By: _____
Name:
Title:

HMX SPORTSWEAR, INC.

By: _____
Name:
Title:

HOOSIER FACTORIES,
INCORPORATED

By: _____
Name:
Title:

HSM REAL ESTATE LLC

By: Hart Schaffner & Marx, its sole member

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

HSM UNIVERSITY, INC.

By: _____
Name:
Title:

INTERCONTINENTAL APPAREL, INC.

By: _____
Name:
Title:

INTERNATIONAL WOMEN'S APPAREL,
INC.

By: _____
Name:
Title:

JAYMAR-RUBY, INC.

By: _____
Name:
Title:

JRSS, INC.

[Signature Page to Assignment and Assumption Agreement]

By: _____
Name:
Title:

KUPPENHEIMER MEN'S CLOTHIERS
DADEVILLE, INC.

By: _____
Name:
Title:

MONARCHY GROUP, INC.

By: _____
Name:
Title:

NATIONAL CLOTHING COMPANY,
INC.

By: _____
Name:
Title:

106 REAL ESTATE CORP.

By: _____
Name:
Title:

NYC SWEATERS, INC.

[Signature Page to Assignment and Assumption Agreement]

By: _____

Name:

Title:

ROBERT'S INTERNATIONAL
CORPORATION

By: _____

Name:

Title:

ROBERT SURREY, INC.

By: _____

Name:

Title:

SALHOLD, INC.

By: _____

Name:

Title:

SEAFORD CLOTHING CO.

By: _____

Name:

Title:

[Signature Page to Assignment and Assumption Agreement]

SIMPLY BLUE APPAREL, INC.

By: _____
Name:
Title:

SOCIETY BRAND, LTD.

By: _____
Name:
Title:

SWEATER.COM APPAREL, INC.

By: _____
Name:
Title:

TAG LICENSING, INC.

By: _____
Name:
Title:

TAILORED TREND, INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

THORNGATE UNIFORMS, INC.

By: _____
Name:
Title:

THOS. HEATH CLOTHES, INC.

By: _____
Name:
Title:

TRADE FINANCE INTERNATIONAL
LIMITED

By: _____
Name:
Title:

UNIVERSAL DESIGN GROUP, LTD.

By: _____
Name:
Title:

M. WILE & COMPANY, INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

WINCHESTER CLOTHING COMPANY

By: _____
Name:
Title:

YORKE SHIRT CORPORATION

By: _____
Name:
Title:

ZOOEY APPAREL, INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

ASSIGNEE:

[INSERT ENTITY NAME]

By: _____

Name:

Title:

[Signature Page to Assignment and Assumption Agreement]

APPENDIX I

Anniston Sportswear Corporation
Briar, Inc.
Chicago Trouser Company, Ltd.
C.M. Clothing, Inc.
C.M. Outlet Corp.
Consolidated Apparel Group, Inc.
CountryMiss, Inc.
Country Suburbans, Inc.
Direct Route Marketing Corporation
E-Town Sportswear Corporation
Fairwood-Wells, Inc.
Gleneagles, Inc.
Handmacher Fashions Factory Outlet, Inc.
Handmacher-Vogel, Inc.
Hart Schaffner & Marx
Hart Services, Inc.
Hartmarx International, Inc.
Hickey-Freeman Co., Inc.
Higgins, Frank & Hill, Inc.
HMX Luxury, Inc.
HMX Sportswear, Inc.
Hoosier Factories, Incorporated
HSM Real Estate LLC
HSM University, Inc.
Intercontinental Apparel, Inc.
International Women's Apparel, Inc.
Jaymar-Ruby, Inc.
JRSS, Inc.
Kuppenheimer Men's Clothiers Dadeville, Inc.
Monarchy Group, Inc.
National Clothing Company, Inc.
106 Real Estate Corp.
NYC Sweaters, Inc.
Robert's International Corporation
Robert Surrey, Inc.
Salhold, Inc.
Seaford Clothing Co.
Simply Blue Apparel, Inc.
Society Brand, Ltd.
Sweater.com Apparel, Inc.
Tag Licensing, Inc.
Tailored Trend, Inc.
Thorngate Uniforms, Inc.
Thos. Heath Clothes, Inc.
Trade Finance International Limited
Universal Design Group, Ltd.
M. Wile & Company, Inc.
Winchester Clothing Company
Yorke Shirt Corporation
Zoocy Apparel, Inc.

FORM OF SALE ORDER

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re: HARTMARX CORPORATION, et al., Debtors. Case No. 09-02046 (BWB) (Jointly Administered) Chapter 11 Hon. Bruce W. Black

ORDER (A) APPROVING THE SALE OF DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (C) ASSUMPTION OF CERTAIN LIABILITIES; (D) AUTHORIZING THE TERMINATION AND REJECTION OF CERTAIN EXECUTORY CONTRACTS; AND (E) GRANTING CERTAIN RELATED RELIEF

Upon the motion (the "Motion") of Hartmarx Corporation ("Hartmarx" or the "Company") and 50 of its subsidiaries, debtors and debtors-in-possession (collectively, the

1 The Debtors consist of: Hartmarx Corporation (FEIN: 36-3217140); Anniston Sportswear Corporation (FEIN: 63-0255951); Briar, Inc. (FEIN: 36-3295194); Chicago Trouser Company, Ltd. (FEIN: 36-3654087); C.M. Clothing, Inc. (FEIN: 62-0726470); C.M. Outlet Corp. (FEIN: 23-2079484); Consolidated Apparel Group, Inc. (FEIN: 36-4451205); Country Miss. Inc. (FEIN: 23-2159300); Country Suburbans, Inc. (FEIN: 13-2536025); Direct Route Marketing Corporation (FEIN: 36-3353564); E-Town Sportswear Corporation (FEIN: 35-1045839); Fairwood-Wells, Inc. (FEIN: 36-2793207); Gleneagles, Inc. (FEIN: 52-0382880); Handmacher Fashions Factory Outlet, Inc. (FEIN: 62-0699057); Handmacher-Vogel, Inc. (FEIN: 13-2522868); Hart Services, Inc. (FEIN: 36-3119791); Hart Schaffner & Marx (FEIN: 36-1196390); Hartmarx International, Inc. (FEIN: 36-3849547); Hickey-Freeman Co., Inc. (FEIN: 05-0522438); Higgins, Frank & Hill, Inc. (FEIN: 36-3119788); HMX Luxury, Inc. (FEIN: 36-3432123); HMX Sportswear, Inc. (FEIN: 13-2882518); Hoosier Factories, Incorporated (FEIN: 35-1103970); HSM Real Estate LLC (FEIN: 36-4421906); HSM University, Inc. (FEIN: 36-3635288); Intercontinental Apparel, Inc. (FEIN: 22-2268615); International Women's Apparel, Inc. (FEIN: 74-1312494); Jaymar-Ruby, Inc. (FEIN: 35-0392340); JRSS, Inc. (FEIN: 35-1695663); Kuppenheimer Men's Clothiers Dadeville, Inc. (FEIN: 63-0179270); Monarchy Group, Inc. (FEIN: 26-0472040); National Clothing Company, Inc. (FEIN: 13-3056089); NYC Sweaters, Inc. (FEIN: 20-5399484); 106 Real Estate Corp. (FEIN: 23-1609394); Robert's International Corporation (FEIN: 36-3671895); Robert Surrey, Inc. (FEIN: 36-6163392); Salhold, Inc. (FEIN: 36-3806997); Seaford Clothing Co. (FEIN: 36-1692913); Simply Blue Apparel, Inc. (FEIN: 20-3583172); Society Brand, Ltd. (FEIN: 36-6114108); Sweater.com Apparel, Inc. (FEIN: 20-5300452); Tag Licensing, Inc. (FEIN: 36-2876915); Tailored Trend, Inc. (FEIN: 13-1540282); Thorngate Uniforms, Inc. (FEIN: 23-1007260); Thos. Heath Clothes, Inc. (FEIN: 36-6114533); Trade Finance International Limited (FEIN: 36-3758253); Universal Design Group, Ltd. (FEIN: 36-3758257); M. Wile & Company, Inc. (FEIN: 16-0959019); Winchester Clothing Company (FEIN: 61-0983980); Yorke Shirt Corporation (FEIN: 36-3440608); Zooey Apparel, Inc. (FEIN: 20-5917889).

"Debtors") for entry of orders pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (a) (i) approving certain bidding procedures, (ii) granting certain bid protections, (iii) approving the form and manner of sale notices, and (iv) setting a sale hearing date (the "Sale Hearing") and (b) authorizing and approving (i) the sale (the "Sale") of substantially all of the Debtors' assets (the "Acquired Assets"), free and clear of liens, claims, encumbrances, and interests to Emerisque Brands UK Limited and SKNL North America, B.V. (collectively, the "Purchasers") pursuant to the Asset Purchase Agreement, dated May 21, 2009 (as amended from time to time, the "Agreement")², by and between Hartmarx and certain of its subsidiaries named in the Agreement (collectively, the "Sellers") and the Purchasers, or to the Successful Bidder submitting a higher or otherwise better bid, (ii) the assumption and/or assignment of the Assigned Contracts to the Purchasers or the Successful Bidder, as applicable, (iii) the assumption of the Assumed Liabilities by the Purchasers or the Successful Bidder, as applicable, and (iv) the rejection and termination of the Rejected Contracts; and the Court having reviewed the Motion and having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that notice of the Motion was good and sufficient under the particular circumstances and that no other or further notice need be given; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby,

FOUND AND DETERMINED THAT:³

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement and/or the Motion, as applicable.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

A. **Jurisdiction and Venue.** The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(B)(2)(a). Venue of these Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory predicates for the relief sought in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014.

C. **Petition Date.** On January 23, 2009 (the "Petition Date"), the Debtors each commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et seq., as amended.

D. **Entry of Bidding Procedures Order.** On [●], this Court entered an order (the "Biding Procedures Order") (i) approving certain bidding procedures (the "Bidding Procedures"), (ii) granting certain bid protections as provided in the Agreement, (iii) approving the manner of notice of the Motion, the Auction, the Bidding Procedures, the Sale Hearing, and the assumption and/or assignment of the Assigned Contracts, (iv) approving the form of notice of the Motion, the Auction, the Bidding Procedures and the Sale Hearing to be distributed to parties-in-interest, including prospective bidders, (v) approving the form of notice of the Cure Amounts (as defined in the Bidding Procedures Order) and the assumption of the Assumed Contracts to be filed with the Court and served on parties to each Assumed Contract, and (vi) setting the Sale Hearing.

E. **Compliance with Bidding Procedures Order.** As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the

Acquired Assets and conducted the sale process in compliance with the Bid Procedures Order and the Auction was duly noticed and conducted in a non-collusive, fair and good faith manner. The Debtors and their professionals have actively marketed the Acquired Assets and conducted the sale process in compliance with the Bidding Procedures and Bidding Procedures Order, and have afforded potential purchasers a full and fair opportunity to make higher and better offers.

F. **Notice.** As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of (a) the Motion, (b) the Auction, (c) the Bidding Procedures, (d) the Sale Hearing, (e) the Sale, (f) the assumption and/or assignment of the Assigned Contracts, (g) the Cure Amounts, and (h) the rejection and termination of the Rejected Contracts (collectively, the "Requested Relief"), has been provided in accordance with sections 102(l), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and in compliance with the Bidding Procedures Order (including notice by publication in _____ and _____ on ____, 2009), (ii) such notice was good and sufficient, and appropriate under the particular circumstances, including, without limitation, with respect to parties or entities that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, and (iii) no other or further notice of the Requested Relief is or shall be required. The disclosures made by the Debtors concerning the Requested Relief were good, complete and adequate.

G. **Corporate Authority.** Each Debtor (i) has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale of the Acquired Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority

necessary to consummate the transactions contemplated by the Agreement, (iii) has taken all corporate action necessary to authorize and approve the Agreement and the consummation by such Debtors of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate such transactions.

H. **Opportunity to Object.** A fair and reasonable opportunity to object or be heard with respect to the Requested Relief has been afforded to all interested persons and entities, including, without limitation: (i) all parties to the Assigned Contracts, (ii) those persons filing notices of appearance or requests for notice under Bankruptcy Rule 2002 in these Chapter 11 Cases; (iii) the Office of the United States Trustee for the Northern District of Illinois (iv) the Pension Benefit Guaranty Corporation; (v) the Sellers' labor unions; (vi) counsel for the official committee of unsecured creditors appointed in these Chapter 11 Cases; (vii) counsel for Wachovia; (viii) the Purchasers and counsel for Purchasers; (ix) all entities known to have expressed an interest in a transaction with respect to any of the Acquired Assets during the past year from the Effective Date of the Agreement; (x) all Governmental Entities and taxing authorities having or asserting jurisdiction over Sellers or any of the Acquired Assets (including the Internal Revenue Service, the United States Department of Justice, the United States Attorney Office for Northern District of Illinois, and the Securities and Exchange Commission); (x) the holders of the Debtors' 50 largest unsecured claims; (xi) all parties asserting Encumbrances on any of the Acquired Assets; (xii) non-debtor counter-parties to the Rejected Contracts; and (xiii) all creditors of the Sellers as identified on Schedules D through H of each of the Sellers' Schedules of Assets and Liabilities filed with the Court.

I. **Sale in Best Interest.** Consummation of the Sale of the Acquired Assets at this time is in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

J. **Business Justification.** Sound business reasons exist for the Sale and the other Requested Relief. Entry into the Agreement and rejection and termination of the Rejected Contracts constitute the Debtors' exercise of sound business judgment and such acts are in the best interests of the Debtors, their estates, and all parties in interest. The Court finds that the Debtors have articulated good and sufficient business reasons justifying the Sale and the Requested Relief. Such business reasons include, but are not limited to, the following: (i) the Agreement constitutes the highest and best offer for the Acquired Assets; (ii) the Agreement and the closing thereon will present the best opportunity to realize the value of the Acquired Assets on a going concern basis and avoid decline and devaluation of the Acquired Assets; and (iii) any plan would have likely yielded, at best, the same economic result.

K. **Arms-Length Sale.** The Agreement was negotiated, proposed and entered into by the Debtors and the Purchasers without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Purchasers have engaged in any conduct that would cause or permit the Agreement to be avoided under 11 U.S.C. § 363(n).

L. **Good Faith Purchasers.** The Purchasers are good faith Purchasers under 11 U.S.C. § 363(m) and, as such, are entitled to all of the protections afforded thereby. The Purchasers will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Agreement at all times after the entry of this Order.

M. **Consideration.** The Debtors conducted an Auction process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The

Auction process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Acquired Assets. The Auction was duly noticed and conducted in a noncollusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets. The consideration provided by the Purchasers for the Acquired Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

N. **Free and Clear.** The Purchasers would not have entered into the Agreement and would not consummate the transactions contemplated thereby if the Sale of the Acquired Assets to the Purchasers, the assumption, assignment and sale of the Assigned Contracts to the Purchasers, and the assumption of the Assumed Liabilities by the Purchasers were not free and clear of all Encumbrances of any kind or nature whatsoever, or if the Purchasers would, or in the future could be liable for any of such Encumbrances. The Debtors may sell the Acquired Assets free and clear of all Encumbrances because, with respect to each creditor asserting an Encumbrance, one or more of the standards set forth in Bankruptcy Code § 363(f)(1)-(5) has been satisfied. Those holders of liens, claims or encumbrances who did not object or withdrew objections to the Sale are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of liens, claims or encumbrances who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

O. **Assumption of Executory Contracts and Unexpired Leases.** The (i) transfer of the Acquired Assets to the Purchasers and (ii) assignment to the Purchasers of the Assigned Contracts, will not subject the Purchasers to any liability whatsoever with respect to the Acquired Assets prior to the Closing Date (defined below) or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and/or assign the Assigned Contracts to the Purchasers in connection with the consummation of the Sale, and the assumption and/or

assignment of the Assigned Contracts is in the best interests of the Debtors, their estates, and their creditors. The Assigned Contracts being assigned to the Purchasers are an integral part of the Acquired Assets being purchased by the Purchasers and, accordingly, such assumption and/or assignment of the Assigned Contracts is reasonable, enhance the value of the Debtors' estates, and does not constitute unfair discrimination.

P. **Cure Amounts/Adequate Assurance.** The Cure Amounts for each of the Assigned Contracts set forth in Exhibit A hereto are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Assigned Contracts. The Debtors have (i) cured, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(A), and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts within the meaning of 11 U.S.C. § 365(b)(1)(B). The Purchasers have provided adequate assurance of their future performance of and under the Assumed Contracts within the meaning of 11 U.S.C. § 365(b)(1)(C). At the Purchasers' discretion, provided the Purchasers escrow the disputed portion of any Cure Amount, any Assumed Contract for which there is a pending Cure Amount dispute as of the Closing Date may still be assumed and assigned to Purchaser at Closing.

Q. **Prompt Consummation.** The Sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale, and the Debtors and the Purchasers intend to close the Sale as soon as possible. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

R. **No Fraudulent Transfer.** The Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia. The consideration under the Agreement provided by the Purchasers is the highest and otherwise best offer received by the Debtors, and such consideration constitutes reasonably equivalent value for the Acquired Assets under the Bankruptcy Code and other applicable law.

S. **Purchasers Not Insiders.** Immediately prior to the Closing Date, the Purchasers were not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or stockholders existed between the Purchasers and the Debtors. Pursuant to the Agreement, the Purchasers are not purchasing all of the Debtors' assets in that the Purchasers are not purchasing any of the Excluded Assets, and the Purchasers are not holding themselves out to the public as a continuation of the Debtors. The Sale does not amount to a consolidation, merger or de facto merger of the Purchasers and the Debtors and/or the Debtors' estate, there is not substantial continuity between the Purchasers and the Debtors, there is no continuity of enterprise between

the Debtors and the Purchasers, the Purchasers are not a mere continuation of the Debtors or the Debtors' estate, and the Purchasers do not constitute successors to the Debtor or the Debtors' estates to the extent allowed under state law.

T. **Legal, Valid Transfer.** The transfer of the Acquired Assets to Purchasers will be a legal, valid, and effective transfer of the Acquired Assets, and will vest Purchasers with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all liens, claims and encumbrances, except as set forth in the Agreement.

U. **Not a Sub Rosa Plan.** The Sale does not constitute a sub rosa chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates a liquidating plan of reorganization for the Debtors.

It is therefore **ORDERED, ADJUDGED, AND DECREED THAT:**

General Provisions

1. The Motion is GRANTED, as further described herein.
2. All objections and responses to the Motion or the relief requested therein are resolved in accordance with the terms of this Order, and to the extent any such objection or response has not otherwise been withdrawn, waived, or settled as provided herein (and all reservations of rights included therein), are overruled on the merits and denied with prejudice.

Approval of the Sale of the Acquired Assets

3. The Agreement, and all of the terms and conditions therein, is hereby approved.
4. Pursuant to 11 U.S.C. § 363(b), the Sale of the Acquired Assets to the Purchasers free and clear of all Encumbrances, and the transactions contemplated thereby are approved in all respects.

5. Except as otherwise specifically provided in the Agreement, the Purchasers shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Purchasers shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Acquired Assets prior to the Closing Date.

6. The transactions contemplated by the Agreement are undertaken by the Purchasers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Purchasers (including, without limitation, the assumption, assignment and/or sale of any of the Assigned Contracts), unless such authorization is duly stayed pending such appeal. Each of the Purchasers is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

7. Pursuant to 11 U.S. C. § 363(b), the Debtors are hereby authorized to sell the Acquired Assets to Purchasers and consummate the Sale in accordance with and subject to the terms and conditions of the Agreement, and to transfer and assign all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the Agreement. The Debtors, as well as their affiliates, officers, employees and agents, are further authorized to execute and deliver, and are empowered to perform under, consummate and implement, the Agreement, together with all

additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, including without limitation the related documents, exhibits and schedules, and to take all further actions as may be reasonably requested by Purchasers for the purposes of assigning, transferring, granting, conveying and conferring to Purchasers or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement. The Parties shall have no obligation to proceed with the Closing of the Agreement until all conditions precedent to their obligations to do so as set forth in Article VI thereof have been satisfied or waived.

Transfer of Acquired Assets

8. Pursuant to 11 U.S.C. § 363(b) and 363(f), the Acquired Assets shall be transferred to the Purchasers upon consummation of the Agreement (the "Closing Date") free and clear of all Encumbrances of any kind or nature whatsoever with all such Encumbrances of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

9. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Purchasers on the Closing Date.

10. Except as expressly permitted or otherwise specifically provided by the Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Encumbrances of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in

connection with, or in any way relating to, the Debtors, the Acquired Assets, or the transfer of the Acquired Assets to the Purchasers, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchasers, their successors or assigns, their property, or the Acquired Assets, such persons' or entities' Encumbrance.

11. On the Closing Date of the Sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Encumbrances in the Acquired Assets, if any, as such Encumbrances may have been recorded or may otherwise exist.

12. Subject to the terms and conditions of this Order, the transfer of the Acquired Assets to the Purchasers pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchasers with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Encumbrances of any kind or nature whatsoever.

13. In accordance with the Agreement, the Purchasers are hereby authorized in connection with the consummation of the Sale to allocate the Acquired Assets and the Assigned Contracts among their Affiliates, and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Acquired Assets or the rights under any of the Assigned Contracts to their Affiliates, with such Affiliates having all of the rights and protections accorded under this Order and the Agreement.

Assumption and/or Assignment of Assigned Contracts

14. Pursuant to 11 U.S.C. § 105(a) and 365, and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption and assignment to the Purchasers, and the Purchasers' assumption on the terms set forth in the Agreement, of the Assumed Contracts is

hereby approved, and the requirements of 11 U.S.C. § 365(b)(1) with respect thereto are hereby deemed satisfied.

15. The Debtors are hereby authorized in accordance with 11 U.S.C. § 105(a), 363 and 365 to (a) assume and/or assign to the Purchasers, effective upon the Closing Date of the Sale, the Assigned Contracts free and clear of all Encumbrances of any kind or nature whatsoever and (b) execute and deliver to the Purchasers such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Purchasers.

16. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Purchasers. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchasers shall be fully and irrevocably vested in all right, title and interest of the Sellers in, to or under each Assigned Contract that the Purchasers elect to have assumed and/or assigned to them.

17. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the date of this Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Debtors at the Closing Date or as soon thereafter as reasonably practicable in accordance with the terms of the Agreement by the payment or other satisfaction of the Cure Amounts set forth on Exhibit A to this Order, and the Purchasers shall

have no liability or obligation arising or accruing prior to the Closing Date, except as otherwise expressly provided in the Agreement. The Cure Amounts for each of the Assigned Contracts is hereby fixed at the amounts set forth on Exhibit A hereto, and the counterparties to the Assigned Contracts are hereby forever bound by such Cure Amounts. After the payment of the relevant Cure Amounts, neither the Debtors nor the Purchasers shall have any further liabilities to any parties to the Assigned Contracts other than the Purchasers' obligations under the Assigned Contracts that become due and payable on or after the Closing Date.

18. Except for the Cure Amounts, each non-Debtor party to an Assigned Contract hereby is forever barred, estopped, and permanently enjoined from asserting against the Debtors or the Purchasers, or the property of either of them, any default existing as of the Closing Date.

19. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to the Purchasers as a result of the assumption and assignment of the Assigned Contracts. Any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. Any party that may have had the right to consent to the assignment of its Assigned Contract is determined to have consented for the purposes of Section 365(e)(2)(A)(ii) of the Bankruptcy Code.

20. At the Purchasers' discretion, provided the Purchasers escrow the disputed portion of any Cure Amount, any Assumed Contract for which there is a pending Cure Amount dispute as of the Closing Date may still be assumed and assigned to Purchaser at Closing.

21. The Purchasers have provided adequate assurance of their future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

Rejection and Termination of the Rejected Contracts

22. Pursuant to 11 U.S.C. §§ 365(a) and 365(n)(1)(A), the Rejected Contracts are hereby deemed rejected and terminated as of the date hereof.

23. The non-debtor counterparties to the Rejected Contracts must file a proof of claim relating to rejection damages so as to be received by the later of (a) thirty (30) calendar days after the date of this Order and (b) July 27, 2009. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of the rejection of a contract or lease or any claims of the Debtors arising prior to rejection.

Additional Provisions

24. The consideration provided by the Purchasers for the Acquired Assets under the Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

25. The consideration provided by the Purchasers for the Acquired Assets under the Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

26. This Order (a) shall be effective as a determination that, on the Closing Date, all Encumbrances of any kind or nature whatsoever existing as to the Debtors or the Acquired Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be

binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

27. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel the Liens and other encumbrances of record except the Permitted Liens.

28. If any Person which has filed statements or other documents or agreements evidencing Encumbrances on, or interests in, the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Encumbrances and interests of any kind which the Person has or may assert with respect to the Acquired Assets, the Debtors are hereby authorized and directed, and the Purchasers are hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such Person with respect to the Acquired Assets.

29. The Purchasers shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Acquired Assets other than for the

Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Agreement, the Purchasers shall not be liable for any Claims (as such term is defined in section 101(5) of the Bankruptcy Code) against the Debtors or any of their predecessors or affiliates, and the Purchasers shall have no successor liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereinafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, or in connection with, or in any way relating to the operation of the business prior to the Closing Date.

30. Effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchasers, their successors and assigns, or the Acquired Assets, with respect to any successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchasers, their successors and assigns, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchasers, their successors and assigns, assets or properties; (iii) creating, perfecting or enforcing any Encumbrance against the Purchasers, their successors and assigns, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchasers or their successors and assigns; (v) commencing or continuing any action, in any manner or place, that does not comply

or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

31. Under no circumstances shall the Purchasers be deemed a successor of or to the Debtors for any Encumbrance against or in the Debtors or the Acquired Assets of any kind or nature whatsoever. The sale, transfer, assignment and delivery of the Acquired Assets shall not be subject to any Encumbrance, and Encumbrances of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors. All persons holding Encumbrances against or in the Debtors or the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Encumbrances of any kind or nature whatsoever against the Purchasers, their property, their successors and assigns, or the Acquired Assets with respect to any Encumbrance of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Acquired Assets. Following the Closing Date, no holder of an Encumbrance in the Debtors shall interfere with the Purchasers' title to or use and enjoyment of the Acquired Assets based on or related to such Encumbrance, or any actions that the Debtors may take in their Chapter 11 Cases.

32. The Purchasers have given substantial consideration under the Agreement for the benefit of the holders of Encumbrances. The consideration given by the Purchasers shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchasers, which releases shall be deemed to have been given in favor of the Purchasers by all holders of Encumbrances against the Debtors or the Acquired Assets.

33. This Court shall retain jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connections therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Purchasers, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtors, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect the Purchasers against (i) any of the Excluded Liabilities or (ii) any Encumbrances in the Debtors or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

34. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchasers, and their respective affiliates, successors and assigns, and any affected this parties including, but not limited to, all persons asserting Encumbrances in the Acquired Assets to be sold to the Purchasers pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s), examiner(s) or other fiduciaries appointed under any chapter of the Bankruptcy Code, as to which trustee(s), examiner(s) or other fiduciaries such terms and provisions likewise shall be binding. The Agreement shall not be subject to rejection or avoidance under any circumstances.

35. Any amounts that become payable by the Debtors to the Purchasers pursuant to the Agreement (other than the Break-Up Fee and Expense Reimbursement, the treatment and priority of which is set forth in the Bidding Procedures Order) shall (a) constitute an allowed administrative expense claim pursuant to sections 503(b) and 507(a)(1) of the

Bankruptcy Code in each of the Debtors' Chapter 11 Cases, and (b) be paid by the Debtors in the time and manner as provided in the Agreement without further order of this Court.

Notwithstanding anything to the contrary contained herein, the Bidding Procedures Order remains in full force and effect and shall be binding on the Debtors and the Purchasers in all respects.

36. Following the Closing, the Debtors are hereby authorized and directed to change their corporate names and captions of these Chapter 11 Cases, consistent with applicable law and the terms of the Agreement. The Debtors shall file a notice of change of case caption with the Court within 30 business days after the Closing, and the change of case caption for these Chapter 11 Cases shall be deemed effective as of the Closing.

37. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

38. The Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

39. Nothing contained in any order entered in the Chapter 11 Cases subsequent to entry of this Order, nor in any chapter 11 plans confirmed in these Chapter 11 Cases, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

40. Notwithstanding rules 6004(h), 6006(d), 7062, or 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") or any other Bankruptcy Rule or rule 62(a) of the Federal Rules of Civil Procedure, this order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution of this order.

41. The provisions of this Order are nonseverable and mutually dependent.

42. To the extent that any provision of this Order conflicts with the Agreement, this Order shall control.

Dated: Chicago, Illinois
_____, 2009

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that for good and valuable consideration, as recited in that certain Amended and Restated Asset Purchase Agreement, dated as of June 1, 2009 (the "Asset Purchase Agreement"), made by and among Hartmarx Corporation, a Delaware corporation and the selling subsidiaries named on Appendix I hereto (collectively, "Assignors"), Emerisque Brands UK Limited, a company formed under the laws of England and Wales, and SKNL North America, B.V., a company incorporated under the laws of The Netherlands, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby absolutely, unconditionally and irrevocably sell, assign, transfer, convey, deliver and grant to _____, a [corporation] organized under the laws of _____ ("Assignee"), all of Assignors' right, title and interest in, to and under all of the Acquired Assets (as defined in the Asset Purchase Agreement), including, without limitation, all Intellectual Property (as defined in the Asset Purchase Agreement) owned by Assignors and included in the Acquired Assets that is not assigned by the instruments of assignment identified in Section 2.2(a)(ii) of the Asset Purchase Agreement, in each case subject to Section 1.5 of the Asset Purchase Agreement.

Assignors agree to execute and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or grant and take such other actions as may be reasonably necessary in order to effectively sell, assign, transfer, convey, deliver and grant to and vest in Assignee all of Assignors' respective right, title and interest in, to and under the Acquired Assets.

Nothing contained in this Bill of Sale shall be deemed to constitute a modification, waiver, release or novation of any of Assignors' or the Purchasers' (as defined in the Asset Purchase Agreement) undertakings, commitments or obligations under the Asset Purchase Agreement.

This Bill of Sale shall be binding upon and shall inure to the benefit of the Assignors and Assignee and their respective successors and assigns.

This Bill of Sale may be executed in counterparts, each of which will be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction.

[signatures on following pages]

IN WITNESS WHEREOF, this Bill of Sale was executed as of _____, 2009.

ASSIGNORS:

HARTMARX CORPORATION

By: _____
Name:
Title:

ANNISTON SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

BRIAR, INC.

By: _____
Name:
Title:

CHICAGO TROUSER COMPANY, LTD.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

C.M. CLOTHING, INC.

By: _____
Name:
Title:

C.M. OUTLET CORP.

By: _____
Name:
Title:

CONSOLIDATED APPAREL GROUP,
INC.

By: _____
Name:
Title:

COUNTRY MISS, INC.

By: _____
Name:
Title:

COUNTRY SUBURBANS, INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

DIRECT ROUTE MARKETING
CORPORATION

By: _____
Name:
Title:

E-TOWN SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

FAIRWOOD-WELLS, INC.

By: _____
Name:
Title:

GLENEAGLES, INC.

By: _____
Name:
Title:

HANDMACHER FASHIONS FACTORY
OUTLET, INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

HANDMACHER-VOGEL, INC.

By: _____
Name:
Title:

HART SCHAFFNER & MARX

By: _____
Name:
Title:

HART SERVICES, INC.

By: _____
Name:
Title:

HARTMARX INTERNATIONAL, INC.

By: _____
Name:
Title:

HICKEY-FREEMAN CO., INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

HIGGINS, FRANK & HILL, INC.

By: _____
Name:
Title:

HMX LUXURY, INC.

By: _____
Name:
Title:

HMX SPORTSWEAR, INC.

By: _____
Name:
Title:

HOOSIER FACTORIES,
INCORPORATED

By: _____
Name:
Title:

HSM REAL ESTATE LLC

By: Hart Schaffner & Marx, its sole member

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

HSM UNIVERSITY, INC.

By: _____
Name:
Title:

INTERCONTINENTAL APPAREL, INC.

By: _____
Name:
Title:

INTERNATIONAL WOMEN'S
APPAREL, INC.

By: _____
Name:
Title:

JAYMAR-RUBY, INC.

By: _____
Name:
Title:

JRSS, INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

KUPPENHEIMER MEN'S CLOTHIERS
DADEVILLE, INC.

By: _____
Name:
Title:

MONARCHY GROUP, INC.

By: _____
Name:
Title:

NATIONAL CLOTHING COMPANY,
INC.

By: _____
Name:
Title:

106 REAL ESTATE CORP.

By: _____
Name:
Title:

NYC SWEATERS, INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

ROBERT'S INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

ROBERT SURREY, INC.

By: _____
Name:
Title:

SALHOLD, INC.

By: _____
Name:
Title:

SEAFORD CLOTHING CO.

By: _____
Name:
Title:

SIMPLY BLUE APPAREL, INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

SOCIETY BRAND, LTD.

By: _____
Name:
Title:

SWEATER.COM APPAREL, INC.

By: _____
Name:
Title:

TAG LICENSING, INC.

By: _____
Name:
Title:

TAILORED TREND, INC.

By: _____
Name:
Title:

THORNGATE UNIFORMS, INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

THOS. HEATH CLOTHES, INC.

By: _____
Name:
Title:

TRADE FINANCE INTERNATIONAL
LIMITED

By: _____
Name:
Title:

UNIVERSAL DESIGN GROUP, LTD.

By: _____
Name:
Title:

M. WILE & COMPANY, INC.

By: _____
Name:
Title:

WINCHESTER CLOTHING COMPANY

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

YORKE SHIRT CORPORATION

By: _____
Name:
Title:

ZOOEY APPAREL, INC.

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

APPENDIX I

Anniston Sportswear Corporation
Briar, Inc.
Chicago Trouser Company, Ltd.
C.M. Clothing, Inc.
C.M. Outlet Corp.
Consolidated Apparel Group, Inc.
CountryMiss, Inc.
Country Suburbans, Inc.
Direct Route Marketing Corporation
E-Town Sportswear Corporation
Fairwood-Wells, Inc.
Gleneagles, Inc.
Handmacher Fashions Factory Outlet, Inc.
Handmacher-Vogel, Inc.
Hart Schaffner & Marx
Hart Services, Inc.
Hartmarx International, Inc.
Hickey-Freeman Co., Inc.
Higgins, Frank & Hill, Inc.
HMX Luxury, Inc.
HMX Sportswear, Inc.
Hoosier Factories, Incorporated
HSM Real Estate LLC
HSM University, Inc.
Intercontinental Apparel, Inc.
International Women's Apparel, Inc.
Jaymar-Ruby, Inc.
JRSS, Inc.
Kuppenheimer Men's Clothiers Dadeville, Inc.
Monarchy Group, Inc.
National Clothing Company, Inc.
106 Real Estate Corp.
NYC Sweaters, Inc.
Robert's International Corporation
Robert Surrey, Inc.
Salhold, Inc.
Seaford Clothing Co.
Simply Blue Apparel, Inc.
Society Brand, Ltd.
Sweater.com Apparel, Inc.
Tag Licensing, Inc.
Tailored Trend, Inc.
Thorngate Uniforms, Inc.
Thos. Heath Clothes, Inc.
Trade Finance International Limited
Universal Design Group, Ltd.
M. Wile & Company, Inc.
Winchester Clothing Company
Yorke Shirt Corporation
Zooney Apparel, Inc.

EXHIBIT E

PATENT ASSIGNMENT

THIS ASSIGNMENT, dated _____, 2009 ("Effective Date"), is made by and between Hartmarx Corporation, a Delaware corporation having a principal place of business at 101 North Wacker Drive, Chicago, Illinois 60606 and Hart Schaffner & Marx, a _____ corporation having a principal place of business at _____ (collectively, "Assignors") and _____, a _____ corporation having a principal place of business at _____ ("Assignee"). Assignors and Assignee agree as follows:

WHEREAS, Assignors are the owner of the United States Patent No. RE 38,031 and currently-expired United States Patent No. 6,205,591 (collectively, the "Patents"), inventions disclosed in the Patents, and associated patent rights (collectively, the "Inventions");

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to the Patents and any "Letters Patent" and other intellectual property rights that may be granted for the Inventions in the United States and throughout the world; and

WHEREAS, Assignors and Assignee desire to enter into this Assignment to set forth the terms and conditions upon which Assignors will assign the Patents and Inventions to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree and acknowledge as follows:

1. Assignors have assigned, transferred, conveyed and delivered, and by these presents hereby sells, assigns, transfers and sets over to Assignee all of Assignors' right, title and interest in, to and under the Inventions and the Patents, including, but not limited to, all of Assignors' right, title and interest in the following: (a) the right to apply for patents and registrations in the United States of America and in all foreign countries for the Inventions, (b) all applications for patents and registrations for the Inventions or based on the Patents in all countries, now filed or to be filed, including all non-provisional, divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the Inventions or the Patents, (c) all patents or other rights which may issue on or arise from the Inventions and on any application transferred by this Assignment in the United States and foreign countries, and any and all reissues, reexams, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the Inventions or upon the Patents, for the full term or terms for which the patents may be issued, and (d) every priority right that is or may be predicated upon or arise from the Inventions, the Patents, and such patents under any applicable international or bilateral treaty, agreement or convention. Assignor hereby authorizes Assignee to file a patent application or any other application in all countries for the Inventions or any component or portion thereof in Assignee's name, or otherwise as Assignee may deem advisable, under any international or bilateral treaty, agreement or convention, or otherwise.

2. Assignors agree that, upon Assignee's reasonable request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be

necessary or desirable for obtaining, sustaining, reissuing or enforcing a Letters Patent or other intellectual property rights in the United States and throughout the world for the Inventions, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the Inventions, the Patents, and any Letters Patent granted for the Inventions in the United States and throughout the world. If an Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and on Assignors' behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignors.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. Each of the Parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. For purposes of this Section 3 only, notwithstanding anything to the contrary herein, "Party" and "Parties" shall be deemed to include SKNL Parent.

4. Capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement, dated as of May 21, 2009, between Assignor and Assignee, among others (the "Purchase Agreement"). Notwithstanding anything herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any Person under the Purchase Agreement.

5. This Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Hartmarx Corporation (Assignor) _____ (Assignee)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 2009

Hart Schaffner & Marx (Assignor)

By: _____

Name: _____

Title: _____

Date: _____, 2009

EXHIBIT F

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated _____, 2009 ("Effective Date"), is made by and between the assignors identified below (the "Assignors") and _____, a _____ corporation having a principal place of business at _____ ("Assignee"). Assignors and Assignee agree as follows:

WHEREAS, Assignors are the owners of the trademarks in Schedule A (collectively, "Trademarks");

WHEREAS, Assignee desires to acquire the Trademarks together with the goodwill symbolized by the Trademarks; and

WHEREAS, Assignors desire to convey, transfer, assign, and deliver to Assignee all of their right, title, and interest in and to the Trademarks and all goodwill associated therewith, as well as that portion of Assignors' business(es) to which the Trademarks pertain.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree and acknowledge as follows:

1. Assignors have conveyed, transferred, assigned, and delivered to Assignee all of Assignors' rights, titles, and interests of whatever kind in and to the Trademarks and all goodwill associated therewith, worldwide as well as that portion of Assignors' business(es) to which the Trademarks pertain.

2. Assignors' sale, assignment, grant, transfer and conveyance to Assignee of Assignors' rights in and to the Trademarks, as well as the goodwill associated therewith, shall include, without limitation, all rights that may now be vested in or controlled by Assignors or any affiliate of Assignors, together with all national, foreign and state registrations, applications for registration and renewals and extensions thereof and all common law rights; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Trademarks; and to settle and retain proceeds from any such actions), and any and all of Assignors' or any affiliate of Assignors' other right, title and interest of every kind and nature whatsoever in and to the foregoing.

3. Assignors further agree that, without further consideration, they will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment, perfect its ownership rights, and permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States and worldwide, provided that all costs associated with the performance of such action and preparation, review

and execution of such documentation shall be borne entirely by Assignee. If an Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and on Assignors' behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignors.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. Each of the Parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. For purposes of this Section 4 only, notwithstanding anything to the contrary herein, "Party" and "Parties" shall be deemed to include SKNL Parent.

5. Capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement, dated as of May 21, 2009, between Assignor and Assignee, among others (the "Purchase Agreement"). Notwithstanding anything herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any Person under the Purchase Agreement.

6. This Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

The Assignors to this Assignment are as follows:

_____ (Assignee)

By: _____

Name: _____

Title: _____

Date: _____, 2009

HARTMARX CORPORATION

By: _____
Name:
Title:

ANNISTON SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

BRIAR, INC.

By: _____
Name:
Title:

CHICAGO TROUSER COMPANY, LTD.

By: _____
Name:
Title:

C.M. CLOTHING, INC.

By: _____
Name:
Title:

C.M. OUTLET CORP.

By: _____
Name:
Title:

CONSOLIDATED APPAREL GROUP,
INC.

By: _____
Name:
Title:

COUNTRY MISS, INC.

By: _____
Name:
Title:

COUNTRY SUBURBANS, INC.

By: _____
Name:
Title:

DIRECT ROUTE MARKETING
CORPORATION

By: _____
Name:
Title:

E-TOWN SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

FAIRWOOD-WELLS, INC.

By: _____
Name:
Title:

GLENEAGLES, INC.

By: _____
Name:
Title:

HANDMACHER FASHIONS FACTORY
OUTLET, INC.

By: _____
Name:
Title:

HANDMACHER-VOGEL, INC.

By: _____
Name:
Title:

HART SCHAFFNER & MARX

By: _____
Name:
Title:

HART SERVICES, INC.

By: _____
Name:
Title:

HARTMARX INTERNATIONAL, INC.

By: _____
Name:
Title:

HICKEY-FREEMAN CO., INC.

By: _____
Name:
Title:

HIGGINS, FRANK & HILL, INC.

By: _____
Name:
Title:

HMX LUXURY, INC.

By: _____
Name:
Title:

HMX SPORTSWEAR, INC.

By: _____
Name:
Title:

HOOSIER FACTORIES,
INCORPORATED

By: _____
Name:
Title:

HSM REAL ESTATE LLC

By: Hart Schaffner & Marx, its sole member

By: _____
Name:
Title:

HSM UNIVERSITY, INC.

By: _____
Name:
Title:

INTERCONTINENTAL APPAREL, INC.

By: _____
Name:
Title:

INTERNATIONAL WOMEN'S
APPAREL, INC.

By: _____
Name:
Title:

JAYMAR-RUBY, INC.

By: _____
Name:
Title:

JRSS, INC.

By: _____
Name:
Title:

KUPPENHEIMER MEN'S CLOTHIERS
DADEVILLE, INC.

By: _____
Name:
Title:

MONARCHY GROUP, INC.

By: _____
Name:
Title:

NATIONAL CLOTHING COMPANY,
INC.

By: _____
Name:
Title:

106 REAL ESTATE CORP.

By: _____
Name:
Title:

NYC SWEATERS, INC.

By: _____
Name:
Title:

ROBERT'S INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

ROBERT SURREY, INC.

By: _____
Name:
Title:

SALHOLD, INC.

By: _____
Name:
Title:

SEAFORD CLOTHING CO.

By: _____
Name:
Title:

SIMPLY BLUE APPAREL, INC.

By: _____
Name:
Title:

SOCIETY BRAND, LTD.

By: _____
Name:
Title:

SWEATER.COM APPAREL, INC.

By: _____
Name:
Title:

TAG LICENSING, INC.

By: _____
Name:
Title:

TAILORED TREND, INC.

By: _____
Name:
Title:

THORNGATE UNIFORMS, INC.

By: _____
Name:
Title:

THOS. HEATH CLOTHES, INC.

By: _____
Name:
Title:

TRADE FINANCE INTERNATIONAL
LIMITED

By: _____
Name:
Title:

UNIVERSAL DESIGN GROUP, LTD.

By: _____
Name:
Title:

M. WILE & COMPANY, INC.

By: _____
Name:
Title:

WINCHESTER CLOTHING COMPANY

By: _____
Name:
Title:

YORKE SHIRT CORPORATION

By: _____
Name:
Title:

ZOOEY APPAREL, INC.

By: _____
Name:
Title:

SCHEDULE A

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Consolidated Apparel Group, Inc.						
Consolidated Apparel Group, Inc. (Delaware corp.)	United States	NATURALIFE	Registered	2881267	9/7/2004	9/7/2014
Consolidated Apparel Group, Inc. (Delaware corp.); 8/11/1994 lien by prior owner Consolidated Apparel Group, LLC to CIT Group Commercial Services, Inc., recorded 8/18/1995 at R/F 1398/0904; 10/11/2001 GECC lien (released against other marks); 10/11/2001 Intercompany Note; 8/30/2002 lien to Congress Financial Corporation, recorded 10/10/2002 at R/F 2595/0516.	United States	DASH	Registered	1,807678	11/30/1993	
Consolidated Apparel Group	South Korea	NATURALIFE	Registered	405581	6/19/2008	6/19/2018
Consolidated Apparel Group	India	NATURALIFE	Pending	1640282	1/10/2008	
Country Miss, Inc.						
Country Miss, Inc.	Philippines	SUBURBAN SEPARATES	Registered	42105	11/28/1988	11/28/2009
Direct Route Marketing Corporation						
Direct Route Marketing Corporation (New Hampshire corp.)	United States	BARRIE PACE	Registered	3186545	12/19/2006	12/19/2016
Direct Route Marketing Corporation	India	BARRIE PACE	Pending	(1546612)	(4/3/2007)	
Direct Route Marketing Corporation	India	BARRIE PACE	Pending	(1546612)	(4/3/2007)	
Direct Route Marketing Corporation	India	BARRIE PACE	Pending	(1546612)	(4/3/2007)	
Hickey-Freeman Co., Inc.						
[Hickey-Freeman Co., Inc. (Delaware corp.); Hickey-Freeman Co., Inc. (New York corp.); merger into NYH-F Co. and name change to Hickey-Freeman Co., Inc. (Delaware corp.) not recorded; 8/30/2002 Lien to Congress Financial Corporation recorded 10/11/2002 at R/F 2596/0260; 3/23/1994 Intercompany Note	United States	CANTERBURY (STYLIZED)	Registered	507231	3/1/1949	3/1/2009 (renewal not Pending, grace period until 9/1/2009)
[Hickey-Freeman Co., Inc. (Delaware corp.); Hickey-Freeman Co., Inc. (New York corp.); merger into NYH-F Co. and name change to Hickey-Freeman Co., Inc. (Delaware corp.) not recorded; 8/30/2002 Lien to Congress Financial Corporation recorded 10/11/2002 at R/F 2596/0260; 3/23/1994 Intercompany Note	United States	GILBERT & LODGE (STYLIZED)	Registered	1788257	8/17/2003	8/17/2013

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
[Hickey-Freeman Co., Inc. (Delaware corp.); Hickey-Freeman Co., Inc. (New York corp.); merger into NYH-F Co. and name change to Hickey-Freeman Co., Inc. (Delaware corp.) not recorded; 8/30/2002 Lien to Congress Financial Corporation recorded 10/11/2002 at R/F 2596/0260; 3/23/1994 Intercompany Note	United States	HAND & NEEDLE DESIGN	Registered	507229	3/1/1949	3/1/2009 (renewal not Pending, grace period until 9/1/2009)
Hickey-Freeman Co., Inc (Delaware corp.)	United States	HF HICKEY FREEMAN and design	Registered	3034304	12/27/2005	12/27/2015
Hickey-Freeman Co., Inc (Delaware corp.)	United States	HICKEY	Registered	3030363	12/13/2005	12/13/2015
[Hickey-Freeman Co., Inc. (Delaware corp.); Hickey-Freeman Co., Inc. (New York corp.); merger into NYH-F Co. and name change to Hickey-Freeman Co., Inc. (Delaware corp.) not recorded; 8/30/2002 Lien to Congress Financial Corporation recorded 10/11/2002 at R/F 2596/0260; 3/23/1994 Intercompany Note	United States	HICKEY-FREEMAN (Stylized letters)	Registered	511277	6/21/1949	6/21/2009
Hickey-Freeman Co., Inc (Delaware corp.)	United States	HIS FIRST HICKEY FREEMAN	Registered	2907350	11/30/2004	11/30/2014
Hickey-Freeman Co., Inc. (Delaware corp.)	United States	PERFECT AT ANY AGE	Registered	3062634	2/28/2006	2/28/2016
[Hickey-Freeman Co., Inc. (Delaware corp.); Hickey-Freeman Co., Inc. (New York corp.); merger into NYH-F Co. and name change to Hickey-Freeman Co., Inc. (Delaware corp.) not recorded; 8/30/2002 Lien to Congress Financial Corporation recorded 10/11/2002 at R/F 2596/0260; 3/23/1994 Intercompany Note	United States	ROLLPROOF	Registered	865823	3/4/1969	3/4/2009 (renewal not filed; grace period until 9/4/2900)
Hickey-Freeman Co., Inc	China P.R.	HICKEY FREEMAN	Registered	3899117	6/14/2006	6/14/2016
Hickey-Freeman Co., Inc	China P.R.	HICKEY FREEMAN	Registered	3899118	4/28/2007	4/28/2017
Hickey-Freeman Co., Inc	Community Trademark	HICKEY	Registered	5858642	4/26/2008	4/26/2017
Hickey-Freeman Co., Inc	Community Trademark	HICKEY FREEMAN	Registered	5573852	12/7/2007	12/20/2016
Hickey-Freeman Co., Inc	Hong Kong	HICKEY FREEMAN	Registered	300312399	11/3/2004	11/3/2014
Hickey-Freeman Co., Inc	Japan	HF HICKEY FREEMAN design	Registered	4794917	8/13/2004	8/13/2014

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hickey-Freeman Co., Inc	Japan	HICKEY-FREEMAN and Katakana	Registered	3104402	12/26/2005	12/26/2015
Hickey-Freeman Co., Inc	South Korea	hickey	Registered	40715932	7/4/2007	7/4/2017
Hickey-Freeman Co., Inc	South Korea	HICKEY-FREEMAN	Registered	22663	10/17/2001	6/30/2011
Hickey-Freeman Co., Inc	Mexico	HF HICKEY FREEMAN (& Design)	Registered	750240	9/14/2001	9/14/2011
Hickey-Freeman Co., Inc	Taiwan	HF HICKEY FREEMAN & Design	Registered	1030608	1/16/2003	1/16/2013
Hickey-Freeman Co., Inc	Taiwan	HF HICKEY FREEMAN & design	Registered	1252887	2/28/2007	2/28/2017
Hickey-Freeman Co., Inc	China P.R.	HICKEY	Pending	(5180337)	(2/27/2006)	
Hickey-Freeman Co., Inc	China P.R.	HICKEY FREEMAN	Pending	(4399022)	(12/6/2004)	
Hickey-Freeman Co., Inc	India	HICKEY FREEMAN	Pending	(1546613)	(4/3/2007)	
Hickey-Freeman Co., Inc	Vietnam	HICKEY	Pending	(4-2006-03226)	(3/8/2006)	
Hartmarx Corporation						
Hartmarx Corporation	Argentina	HARTMARX	Registered	1803099	8/25/2000	8/25/2010
Hartmarx Corporation	Japan	WALLACHS	Registered	2176901	10/31/1989	10/31/2009
Hartmarx Corporation	Japan	WALLACHS	Registered	4739683	1/9/2004	1/9/2014
HMX Sportswear, Inc.						
HMX Sportswear, Inc. (New York corporation)	United States	MAX WEAR	Registered	3172450	11/14/2006	11/14/2016
HMX Sportswear, Inc. (New York corporation); 8/30/2002 lien to Congress Financial Corporation, recorded 10/10/2002 at R/F 2595/0588; 3/23/1994 Intercompany Note	United States	PUSSER'S OF THE WEST INDIES And Design	Registered	1449837	7/28/1987	7/28/2017
HMX Sportswear, Inc.	Australia	PUSSER'S OF THE WEST INDIES & design	Registered	712726	7/11/2007	7/11/2017
HMX Sportswear, Inc.	Bahamas	PUSSER'S	Registered	15062	1/7/1992	1/7/2006
HMX Sportswear, Inc.	Barbados	PUSSER'S PUSSEERS	Registered	81/8611	5/12/1999	5/12/2019
HMX Sportswear, Inc.	Community Trademark	PUSSER'S WEST INDIES device	Registered	5573837	1/24/2008	12/20/2016
HMX Sportswear, Inc.	Dominica	PUSSER'S PUSSEERS	Registered	43/97	3/31/1997	3/31/2011
HMX Sportswear, Inc.	Germany	PUSSER'S OF THE WEST INDIES	Registered	1181417	7/12/2000	7/31/2010
HMX Sportswear, Inc.	Italy	PUSSER'S OF THE WEST INDIES	Registered	615251	1/22/2001	1/22/2011

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
HMX Sportswear, Inc.	Japan	PUSSER'S OF THE WEST INDIES & DESIGN	Registered	4797716	8/27/2004	8/27/2014
HMX Sportswear, Inc.	St. Lucia	PUSSER'S PUSSERS	Registered	1381997	11/11/1997	11/11/2011
HMX Sportswear, Inc.	British Virgin Islands	PUSSER'S OF THE WEST INDIES & design	Registered	4279	11/1/2004	11/1/2018
HMX Sportswear, Inc.	India	PUSSER'S OF THE WEST INDIES & Design	Pending	(1546614)	(4/3/2007)	
HMX Sportswear, Inc.	India	PUSSER'S OF THE WEST INDIES & Design	Pending	(1546614)	(4/3/2007)	
HMX Sportswear, Inc.	India	PUSSER'S OF THE WEST INDIES & Design	Pending	(1546614)	(4/3/2007)	
HMX Sportswear, Inc.	Jamaica	PUSSER'S PUSSERS	Pending	(25/1815)	(2/14/1997)	
HMX Sportswear, Inc.	Switzerland	PUSSER'S	Pending	(05817/1996)	(8/12/1996)	
Hart Schaffner & Marx						
Hart Schaffner & Marx (New York corp.); 8/30/2002 lien to Congress Financial corporation, recorded 10/11/2002 at R/F 2596/0181; 3/23/1994 Intercompany Note	United States	DAWSON & ROBERTS	Registered	1521914	1/24/1989	1/24/2009 (renewal not filed; grace period until 7/24/2009)
Hart Schaffner & Marx (New York corp.)	United States	DURA CREASE TECHNOLOGY	Registered	2911809	12/14/2004	12/14/2014
Hart Schaffner & Marx (New York corp.)	United States	GOLD HART SCHAFFNER MARX	Registered	3327634	10/30/2007	10/30/2017
Hart Schaffner & Marx (New York corp.); 8/30/2002 lien to Congress Financial corporation, recorded 10/11/2002 at R/F 2596/0181; 3/23/1994 Intercompany Note	United States	HART SCHAFFNER & MARX (Stylized Letters)	Registered	515944	10/4/1949	10/4/2009
Hart Schaffner & Marx (New York corp.); 8/30/2002 lien to Congress Financial corporation, recorded 10/11/2002 at R/F 2596/0181; 3/23/1994 Intercompany Note	United States	HART SCHAFFNER & MARX AND HORSE & RIDER DESIGN	Registered	515945	10/4/1949	10/4/2009
Hart Schaffner & Marx (New York corp.)	United States	HART SCHAFFNER MARX	Registered	2935823	3/29/2005	3/29/2015
Hart Schaffner & Marx (New York corp.)	United States	HART SCHAFFNER MARX	Registered	2975984	7/26/2005	7/26/2015

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hart Schaffner & Marx (New York corp.); 8/30/2002 lien to Congress Financial corporation, recorded 10/11/2002 at R/F 2596/0181; 3/23/1994 Intercompany Note	United States	HAWKSLEY & WIGHT	Registered	1436523	4/14/2007	4/14/2017
Hart Schaffner & Marx (New York corp.)	United States	HSM TRAVELOR	Registered	3327635	10/30/2007	10/30/2017
Hart Schaffner & Marx (New York corp.)	United States	Design Only (MODERN HORSE & RIDER design)	Registered	3327645	10/30/2007	10/30/2017
Hart Schaffner & Marx (New York corp.)	United States	PALLESKO	Registered	2939248	4/12/2005	4/12/2015
Hart Schaffner & Marx (New York corp.)	United States	SOCIETY BRAND LTD.	Registered	2956588	5/31/2005	5/31/2015
Hart Schaffner & Marx (New York corp.)	United States	TRAVELOR HART SCHAFFNER MARX	Registered	3327644	10/30/2007	10/30/2017
Hart Schaffner & Marx (New York Corp.) by assigned on 5/3/2005 from M.Wile & Company, Inc. Multiple security interests by prior owner Schoeneman Enterprises, Inc. to CIT Group/Business credit, Inc. and Transamerica Business Credit Corporation between 1991 and 1996	United States	ALUMNI	Registered	1445272	6/30/1987	6/30/2017
Hart Schaffner & Marx	Australia	HART SCHAFFNER & MARX	Registered	760725	4/28/2008	4/28/2018
Hart Schaffner & Marx	Australia	HORSE AND RIDER DESIGN	Registered	760724	4/28/2008	4/28/2018
Hart Schaffner & Marx	Australia	HORSE AND RIDER design	Registered	992823	3/10/2004	3/10/2014
Hart Schaffner & Marx	Brazil	HART SCHAFFNER & MARX	Registered	2578727	9/10/2011	9/10/2011
Hart Schaffner & Marx	Brazil	HORSE & RIDER DESIGN	Registered	6298729	4/25/2000	4/25/2016
Hart Schaffner & Marx	Canada	HART SCHAFFNER & MARX	Registered	TMA193815	9/7/1973 9/7/2003 (renewed)	9/7/2018
Hart Schaffner & Marx (New York corporation)	Canada	HART SCHAFFNER & MARX	Registered	TMA 018425	6/10/1913 6/10/2008 (renewed)	6/10/2023
Hickey-Freeman Co., Inc.	Canada	HICKEY-FREEMAN	Registered	147743	10/28/1966 10/28/1981 (renewed)	10/28/2011
Hart Schaffner & Marx (New York corp.)	Canada	MODERN HORSE & RIDER & design	Registered	TMA724104	9/19/2008	9/19/2023

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hart Schaffner & Marx	Canada	TRUMPETER DESIGN	Registered	UCA13413	12/5/1939 12/5/1984 (renewed)	12/5/2014
Hart Schaffner & Marx	Chile	HART SCHAFFNER & MARX	Registered	538460	4/13/1999	4/13/2009
Hart Schaffner & Marx	Chile	TRUMPETER BY HART SCHAFFNER & MARX & DESIGN	Registered	545003	7/22/1999	7/22/2009
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX	Registered	3591009	10/28/2005	10/28/2015
Hart Schaffner & Marx	China P.R.	HSM HART SCHAFFNER MARX	Registered	3853578	4/7/2006	4/7/2016
Hart Schaffner & Marx	China P.R.	HSM HART SCHAFFNER MARX	Registered	3851191	1/7/2007	1/7/2017
Hart Schaffner & Marx	China P.R.	SOCIETY BRAND	Registered	3591010	1/21/2006	1/21/2016
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX & Design	Pending	(5895609)	(2/8/2007)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX & Design	Pending	(5895608)	(2/8/2007)	
Hart Schaffner & Marx	China P.R.	HA TE MA KE SI	Pending	(6735322)	(5/21/2008)	
Hart Schaffner & Marx	China P.R.	HA TE MA KE SI	Pending	(6735321)	(5/21/2008)	
Hart Schaffner & Marx	Colombia	RACQUET CLUB	Registered	264345	11/28/2003	11/28/2013
Hart Schaffner & Marx	Community Trademark	HART SCHAFFNER MARX	Registered	5573878	12/13/2007	12/20/2016
Hart Schaffner & Marx	Community Trademark	HORSE & RIDER design	Registered	5727672	10/28/2007	3/1/2017
Hart Schaffner & Marx	Ecuador	HART SCHAFFNER & MARX	Registered	1132	11/9/2006	11/9/2015
Hart Schaffner & Marx	Ecuador	HORSE & RIDER DESIGN	Registered	840	6/23/2002	6/23/2012
Hart Schaffner & Marx	France	HART SCHAFFNER & MARX AND HORSE & RIDER DESIGN	Registered	94509066	3/2/2004	3/31/2014

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hart Schaffner & Marx	Great Britain	HART SCHAFFNER & MARX & HORSE & RIDER DESIGN	Registered	770527	10/28/2006	10/28/2016
Hart Schaffner & Marx	West Germany	HICKEY- FREEMAN	Registered	997963	2/18/1980	6/30/2009
Hart Schaffner & Marx	West Germany	SOCIETY BRAND, LTD. & WINDROSE DESIGN	Registered	1016045	3/25/1981	7/31/2009
Hart Schaffner & Marx	Hong Kong	CHINESE CHARACTERS (HAO SHI MAI)	Registered	300875872	5/23/2007	5/23/2017
Hart Schaffner & Marx	Hong Kong	CHINESE CHARACTERS (HAO SHI MAI)	Registered	300875872	5/23/2007	5/23/2017
Hart Schaffner & Marx	Hong Kong	HART SCHAFFNER & MARX AND HORSE AND RIDER DESIGN	Registered	8516/1995	2/15/2001	2/15/2015
Hart Schaffner & Marx	Hong Kong	HART SCHAFFNER MARX	Registered	300869626	5/14/2007	5/14/2017
Hart Schaffner & Marx	Hong Kong	HART SCHAFFNER MARX 1887	Registered	300869473	5/11/2007	5/11/2017
Hart Schaffner & Marx	Hong Kong	HORSE AND RIDER Design	Registered	300869464	5/11/2007	5/11/2017
Hart Schaffner & Marx	Hong Kong	HSM HART SCHAFFNER MARX	Registered	300869455	5/11/2007	5/11/2017
Hart Schaffner & Marx	Japan	GRAHAM & GUNN	Registered	3065565	8/31/2005	8/31/2015
Hart Schaffner & Marx	Japan	HART SCHAFFNER & MARX	Registered	2363989	12/25/2001	12/25/2011
Hart Schaffner & Marx	Japan	HART SCHAFFNER & MARX	Registered	2363988	12/25/2001	12/25/2011
Hart Schaffner & Marx	Japan	HORSE AND RIDER DEVICE	Registered	916267	7/31/2001	7/31/2011
Hart Schaffner & Marx	Japan	STERLING & HUNT	Registered	5179192	11/7/2008	11/7/2018
Hart Schaffner & Marx	Japan	STERLING & HUNT & DESIGN	Registered	902926	6/21/2001	6/21/2011
Hart Schaffner & Marx	South Korea	HART SCHAFFNER & MARX	Registered	20654	12/14/2000	12/14/2010

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hart Schaffner & Marx	South Korea	TRUMPETER AND HORSE & RIDER DESIGN	Registered	108405	12/26/2004	12/26/2014
Hart Schaffner & Marx	Macao	HART SCHAFFNER MARX	Registered	N/016658	9/9/2005	9/9/2012
Hart Schaffner & Marx	Macao	HSM	Registered	N/016836	9/9/2005	9/9/2012
Hart Schaffner & Marx	Mexico	HART SCHAFFNER MARX (BLOCK LETTERS)	Registered	733557	12/14/2001	12/14/2011
Hart Schaffner & Marx	Mexico	HORSE & RIDER DESIGN	Registered	761114	10/3/2001	10/3/2011
Hart Schaffner & Marx	New Zealand	HART SCHAFFNER & MARX	Registered	291786	5/1/2005	5/1/2015
Hart Schaffner & Marx	New Zealand	HART SCHAFFNER & MARX & TRUMPETER DESIGN	Registered	60089	6/6/2006	6/6/2016
Hart Schaffner & Marx	New Zealand	HORSE AND RIDER design	Registered	291785	5/1/2005	5/1/2015
Hart Schaffner & Marx	Singapore	SOCIETY BRAND & WINDROSE DESIGN	Registered	74989	3/10/1999	3/10/2009
Hart Schaffner & Marx	Spain	HART SCHAFFNER MARX	Registered	2542111	11/20/2003	5/22/2013
Hart Schaffner & Marx	Taiwan	GOLD TRUMPETER	Registered	455973	10/1/2002	10/1/2012
Hart Schaffner & Marx	Taiwan	HART SCHAFFNER & MARX	Registered	990742	3/16/2002	3/16/2012
Hart Schaffner & Marx	Taiwan	HART SCHAFFNER & MARX & HORSE & RIDER	Registered	13345	4/1/2002	4/1/2012
Hart Schaffner & Marx	Taiwan	HART SCHAFFNER & MARX & HORSE & RIDER	Registered	13346	4/1/2002	4/1/2012
Hart Schaffner & Marx	Taiwan	HART SCHAFFNER MARX	Registered	993198	3/16/2002	3/16/2012
Hart Schaffner & Marx	Taiwan	HORSE & RIDER (TRADITIONAL)	Registered	257355	4/1/2002	4/1/2012

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hart Schaffner & Marx	Taiwan	HORSE AND RIDER (STYLIZED)	Registered	382896	4/1/2002	4/1/2012
Hart Schaffner & Marx	Taiwan	HSM HART SCHAFFNER MARX	Registered	1089600	3/16/2004	3/16/2014
Hart Schaffner & Marx	Taiwan	SOCIETY BRAND	Registered	51015	2/1/2002	2/1/2012
Hart Schaffner & Marx	Taiwan	TRUMPETER (WORD)	Registered	60192	10/1/2002	10/1/2012
Hart Schaffner & Marx	Taiwan	WINDROSE DESIGN	Registered	901844	4/1/2001	8/16/2010
Hart Schaffner & Marx	Thailand	HORSE & RIDER DESIGN	Registered	Kor89655	8/25/1982	1/19/2009
Hart Schaffner & Marx	United States	WEST WING COLLECTION	Pending; Intent To Use	(77616409))	(11/18/2008)	
Hart Schaffner & Marx	Australia	HART SCHAFFNER & MARX	Docketed			
Hart Schaffner & Marx	China P.R.	CHINESE CHARACTERS (HAO SHI MAI)	Pending	(5904225)	(2/9/2007)	
Hart Schaffner & Marx	China P.R.	CHINESE CHARACTERS (HAO SHI MAI)	Pending	(5918351)	(2/14/2007)	
Hart Schaffner & Marx	China P.R.	GOLD HART SCHAFFNER MARX	Pending	(5898611)	(2/8/2007)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX	Pending	(5720330)	(11/13/2006)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX	Pending	(5720326)	(11/13/2006)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX	Pending	(5720329)	(11/13/2006)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX	Pending	(5720327)	(11/13/2006)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX	Pending	(5720328)	(11/13/2006)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX 1887	Pending	(6051942)	(5/16/2007)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX 1887	Pending	(5898610)	(2/8/2007)	

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX AND CHINESE CHARACTERS (HAO SHI MAI)	Pending	(5918081)	(2/14/2007)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX AND CHINESE CHARACTERS (HAO SHI MAI)	Pending	(5904226)	(2/9/2007)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX in Chinese Characters	Pending	(6735321)	(5/21/2008)	
Hart Schaffner & Marx	China P.R.	HART SCHAFFNER MARX in Chinese Characters	Pending	(6735322)	(5/21/2008)	
Hart Schaffner & Marx	China P.R.	HARTMARX	Pending	(3862917)	(12/26/2003)	
Hart Schaffner & Marx	China P.R.	HORSE & RIDER CIRCLE design	Pending	(5898609)	(2/8/2007)	
Hart Schaffner & Marx	China P.R.	HORSE & RIDER CIRCLE design	Pending	(5898608)	(2/8/2007)	
Hart Schaffner & Marx	China P.R.	MODERN HORSE & RIDER Design	Pending	(3591007)	(6/12/2003)	
Hart Schaffner & Marx	China P.R.	STERLING & HUNT	Pending	(5153891)	(2/10/2006)	
Hart Schaffner & Marx	China P.R.	STERLING & HUNT	Pending	(5153890)	(2/10/2006)	
Hart Schaffner & Marx	India	HART SCHAFFNER MARX	Pending	(1546606)	(4/3/2007)	
Hart Schaffner & Marx	India	MODERN HORSE & RIDER Design	Pending	(1546607)	(4/3/2007)	
Hart Schaffner & Marx	India	TRADITIONAL HORSE & RIDER Design	Pending	(1546608)	(4/3/2007)	
Hart Schaffner & Marx	Macao	CHINESE CHARACTERS (HAO SHI MAI)	Pending	(N/29685)	(7/3/2007)	
Hart Schaffner & Marx	Macao	CHINESE CHARACTERS (HAO SHI MAI)	Pending	(N/29686)	(7/3/2007)	

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Hart Schaffner & Marx	Macao	HART SCHAFFNER MARX	Pending	(N/29681)	(7/3/2007)	
Hart Schaffner & Marx	Macao	HART SCHAFFNER MARX 1887	Pending	(N/29688)	(7/3/2007)	
Hart Schaffner & Marx	Macao	HART SCHAFFNER MARX 1887	Pending	(N/29687)	(7/3/2007)	
Hart Schaffner & Marx	Macao	HORSE AND RIDER Design	Pending	(N/29684)	(7/3/2007)	
Hart Schaffner & Marx	Macao	HORSE AND RIDER Design	Pending	(N/29683)	(7/3/2007)	
Hart Schaffner & Marx	Macao	HSM HART SCHAFFNER MARX	Pending	(N/29682)	(7/3/2007)	
Hart Schaffner & Marx	South Africa	HART SCHAFFNER MARX	Pending	(123638)	(12/23/2004)	
International Women's Apparel						
International Women's Apparel (Texas corp.) 8/30/2002 lien to Congress Financial Corporation; 10/11/2001 Intercompany note	United States	ALEX	Registered	1859751	10/25/2004	10/25/2014
International Women's Apparel, Inc. (Texas Corp.)	United States	STARSETTA	Registered	2955147	5/24/2005	
International Women's Apparel (Texas corp.)	United States	EYE	Pending; intent to use	(77/435,523)	(3/31/2008)	
International Women's Apparel, Inc.	Canada	KYKLOS	Pending	1301611	5/16/2006	
Jaymar-Ruby, Inc.						
Jaymar-Ruby, Inc. (Indiana corp.)	United States	SANSABELT	Registered	2965150	7/5/2005	7/5/2015
Jaymar-Ruby, Inc.	Australia	SANSABELT	Registered	B248141	5/6/2006	5/6/2016
Jaymar-Ruby, Inc.	Brazil	SANSABELT	Registered	811530701	6/20/1989	6/20/2009
Jaymar-Ruby, Inc.	Brazil	SANSABELT	Registered	6663990	4/10/1978	4/10/2008
Jaymar-Ruby, Inc.	Canada	JAYMAR	Registered	109419	2/14/2003	2/14/2018
Jaymar-Ruby, Inc.	Canada	SANSABELT	Registered	121612	3/24/2006	3/24/2021
Jaymar-Ruby, Inc.	China P.R.	SANS A BELT	Registered	2023795	11/28/2004	11/28/2014
Jaymar-Ruby, Inc.	China P.R.	SANSABELT	Registered	855779	7/14/2006	7/14/2016
Jaymar-Ruby, Inc.	Community Trademark	SANSABELT	Registered	5727681	2/22/2008	3/1/2017
Jaymar-Ruby, Inc.	Ecuador	SANSABELT	Registered	4964-97	1/24/2008	12/11/2017
Jaymar-Ruby, Inc.	Finland	JAYMAR & "J" CREST DESIGN	Registered	81311	4/20/2002	4/20/2012
Jaymar-Ruby, Inc.	Finland	SANSABELT (slanted A)	Registered	76468	2/5/2001	2/5/2011
Jaymar-Ruby, Inc.	Hong Kong	JAYMAR	Registered	483/1982	2/24/1982	10/22/2011
Jaymar-Ruby, Inc.	Hong Kong	SANSABELT	Registered	B2708/1982	11/26/1982	2/27/2017
Jaymar-Ruby, Inc.	Indonesia	SANSABELT	Registered	490020	9/12/2001	10/30/2010
Jaymar-Ruby, Inc.	Ireland	JAYMAR	Registered	104281	6/5/1979	6/5/2010
Jaymar-Ruby, Inc.	Ireland	SANSABELT	Registered	B104282	6/5/1979	6/5/2010
Jaymar-Ruby, Inc.	Israel	SANSABELT	Registered	59335	8/12/2005	8/12/2019

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Jaymar-Ruby, Inc.	Japan	J CREST DESIGN	Registered	1465525	6/30/2001	6/30/2011
Jaymar-Ruby, Inc.	Japan	SANSABELT	Registered	2143524	5/30/1989	5/30/2009
Jaymar-Ruby, Inc.	Malaysia	SANSABELT	Registered	M/77222	12/14/2008	12/14/2018
Jaymar-Ruby, Inc.	Malaysia	SANSABELT	Registered	15230	10/30/2000	10/30/2010
Jaymar-Ruby, Inc.	Mexico	JAYMAR	Registered	533714	12/6/2001	9/2/2011
Jaymar-Ruby, Inc.	Mexico	SANSABELT	Registered	863992	11/16/2004	11/16/2014
Jaymar-Ruby, Inc.	New Zealand	JAYMAR	Registered	131353	2/27/2002	2/27/2016
Jaymar-Ruby, Inc.	New Zealand	SANSABELT	Registered	B133069	2/27/2002	2/27/2016
Jaymar-Ruby, Inc.	New Zealand	SANSABELT	Registered	225177	2/25/1993	2/25/2014
Jaymar-Ruby, Inc.	Norway	JAYMAR & "J" CREST DESIGN	Registered	102922	9/6/1979	9/6/2009
Jaymar-Ruby, Inc.	Panama	SANSABELT	Registered	11563	10/1/1999	10/1/2009
Jaymar-Ruby, Inc.	Panama	SANSABELT	Registered	117593 01	10/17/2001	10/17/2011
Jaymar-Ruby, Inc.	Paraguay	SANSABELT	Registered	272213	3/23/1995	5/6/2014
Jaymar-Ruby, Inc.	South Africa	JAYMAR	Registered	81/7487	10/8/2001	10/8/2011
Jaymar-Ruby, Inc.	South Africa	SANSABELT	Registered	81/7488	10/8/2001	10/8/2011
Jaymar-Ruby, Inc.	Singapore	JAYMAR	Registered	5093/91	5/21/2001	5/21/2011
Jaymar-Ruby, Inc.	Singapore	SANSABELT	Registered	70304	1/17/2008	1/17/2018
Jaymar-Ruby, Inc.	Spain	SANSABELT	Registered	2428000	10/2/2001	10/2/2011
Jaymar-Ruby, Inc.	Thailand	J SANSABELT	Registered	67620	12/11/1979	3/29/1998
Jaymar-Ruby, Inc.	Thailand	JAYMAR	Registered	43434	3/21/2001	3/21/2011
Jaymar-Ruby, Inc.	Thailand	JAYMAR (STYLIZED)	Registered	162187	9/11/2001	9/11/2011
Jaymar-Ruby, Inc.	Uruguay	SANSABELT	Registered	358196	11/11/2004	11/11/2014
Jaymar-Ruby, Inc.	India	SANSABELT	Pending	(1546611)	(4/3/2007)	
Jaymar-Ruby, Inc.	India	SANSABELT	Pending	(1546611)	(4/3/2007)	
Jaymar-Ruby, Inc.	India	SANSABELT	Pending	(1546611)	(4/3/2007)	
Jaymar-Ruby, Inc.	Indonesia	SANSABELT	Pending	(D992005.030 22-03044)	(2/2/2005)	
Monarchy Group, Inc						
Monarchy Group, Inc. (Delaware corp.); 3/14/2008 Lien to Wachovia Capital Finance Corporation, recorded 3/27/2008 at R/F 3749/0205	United States	GARDEN OF EARTHLY DELIGHTS	Registered	3552077	12/23/2008	12/23/2018
Monarchy Group, Inc. (Delaware corp.); 3/14/2008 Lien to Wachovia Capital Finance Corporation, recorded 3/27/2008 at R/F 3749/0205	United States	MONARCHY	Registered	3338650	11/20/2007	11/20/2017
Monarchy Group, Inc.	Canada	GARDEN OF EARTHLY DELIGHTS	Registered	726514	10/21/2008	10/21/2023
Monarchy Group, Inc.	Canada	MONARCHY	Registered	726305	10/17/2008	10/17/2023
Monarchy	Dominican Republic	M MONARCHY & design	Registered	163270	10/16/2007	10/16/2017
Monarchy	Dominican Republic	MONARCHY	Registered	163313	10/16/2007	10/16/2017
Monarchy Group, Inc.	European Community	MONARCHY	Pending (Opposed)	(004,553,491)	(7/21/2005)	
Monarchy	Hong Kong	MONARCHY	Registered	301104597	4/29/2008	4/29/2018
Monarchy	Israel	M MONARCHY and design	Registered	194814	5/1/2008	10/29/2016

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Monarchy	Israel	MONARCHY	Registered	194813	4/6/2008	10/29/2016
Monarchy	Japan	GARDEN OF EARTHLY DELIGHTS	Registered	4947206	4/21/2006	4/21/2016
Monarchy	Japan	MONARCHY	Registered	5021331	1/26/2007	1/26/2017
Monarchy	Mexico	GARDEN OF EARTHLY DELIGHTS	Registered	922019	2/27/2006	10/6/2016
Monarchy	Taiwan	M MONARCHY & design	Registered	1340007	12/1/2008	12/1/2018
Monarchy	United States	M design	Docketed			
Monarchy Group, Inc. (Delaware corp.)	United States	M MONARCHY	Pending; Intent-To-Use	(77579256)	(9/25/2008)	
Monarchy Group, Inc. (Delaware corp.); 3/14/2008 security interest to Wachovia Capital Finance Corporation, recorded 3/27/2008 at R/F/ 3749/0205	United States	M MONARCHY & design	Pending; Intent-To-Use	(78962743)	(8/29/2006)	
Monarchy Group, Inc. (Delaware corp.)	United States	M MONARCHY ATELIER and Design	Pending	(77543011)	(8/8/2008)	
Monarchy Group, Inc. (Delaware corp.)	United States	MANCHESTER ESC.	Registered	77496954 Reg. No. 3575489	6/11/2008 Registered 2/17/2009	
Monarchy Group, Inc. (Delaware corp.)	United States	MONARCHY	Pending; Intent-To-Use	(77597704)	(10/22/2008)	
Monarchy Group, Inc. (Delaware corp.)	United States	MONARCHY	Pending; Intent-To-Use	(77597686)	(10/22/2008)	
Monarchy Group, Inc. (Delaware corp.)	United States	MONARCHY KIDS	Pending; Intent-To-Use	(77546180)	(8/13/2008)	
Monarchy Group, Inc. (Delaware corp.); 3/14/2008 security interest to Wachovia Capital Finance Corporation, recorded 3/27/2008 at R/F/ 3749/0205	United States	MANCHESTER ESCAPES	Pending (Abandoned 1/12/2009 But Revived 2/5/2009)	(77/133,485)	(3/16/2007)	
Monarchy Group, Inc. (Delaware corp.)	United States	M And Design	Pending	(77/543,016)	(8/8/2008)	
Monarchy Group, Inc. (Delaware corp.) 3/14/2008 Lien to Wachovia Capital Finance Corporation, recorded 3/27/2008 at R/F 3749/0205	United States	Monarchy	Registered	3131717	8/22/2006	
Monarchy	Australia	M MONARCHY & design	Pending	(1241513)	(5/19/2008)	
Monarchy	China P.R.	M MONARCHY & design	Pending	(6118612)	(6/19/2007)	
Monarchy	India	M MONARCHY & design	Pending	(1679872)	(4/24/2008)	

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Monarchy	South Korea	M MONARCHY & design	Pending	(40-2007-06419)		
Monarchy	Mexico	M MONARCHY & design	Pending	(834047)		
Monarchy	New Zealand	M MONARCHY & design	Pending	(766145)	(4/2/2007)	
Monarchy	Vietnam	M MONARCHY & design	Pending	(4200723492)	(11/16/2007)	
M. Wile & Company, Inc.						
M. Wile & Company, Inc. (New York corporation)	United States	EXCLUSIVELY MISOOK	Registered	3306091	10/9/2007	10/9/2017
M. Wile & Company, Inc. (New York corporation). Multiple security interests by prior owner Palm Beach Company, Inc. to CIT Group/Business credit, Inc. and Transamerica Business Credit Corporation between 1991 and 1996; 10/30/2002 lien to Congress Financial Corporation, recorded 10/11/2002 at R/F 2589/0941	United States	PALM BEACH	Registered	798121	2/23/2006	2/23/2016
M. Wile & Company, Inc. (New York corp.)	United States	PALM BEACH and Design	Registered	3429561	5/20/2008	5/20/2018
M. Wile & Company, Inc. (Delaware corp.)	United States	PALM BEACH PRECISION FIT	Registered	2958126	5/31/2005	5/31/2015
M. Wile & Company, Inc. (New York corp.)	United States	PB BY PALM BEACH	Registered	3334079	11/13/2007	11/13/2017
M. Wile & Company, Inc. (New York Corp.) 10/11/2001 GECC lien (released against other marks); 8/30/2002 lien to Congress Financial Corporation, recorded 10/11/2002 at R/F 2589/0941; 10/11/2001 Intercompany Note	United States	RACQUET CLUB	Registered	2171355	7/7/1998	7/7/2018
M. Wile & Company, Inc. (New York corp.); M. Wile & Company, Inc. (New York corporation). Multiple security interests by prior owner Palm Beach Company, Inc. to CIT Group/Business credit, Inc. and Transamerica Business Credit Corporation between 1991 and 1996; 8/30/2002 lien to Congress Financial Corporation, recorded 10/11/2002 at R/F 2589/0941	United States	THE "365" COLLECTION	Registered	1545439	6/27/1989	6/27/2009

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
M. Wile & Company, Inc. Multiple security interests by prior owner Schoeneman Enterprises, Inc. to CIT Group/Business credit, Inc. and Transamerica Business Credit Corporation between 1991 and 1996; 8/30/2002 lien to Congress Financial Corporation, recorded 10/11/2002 at R/F 2589/0941	United States	THE KELTER (Stylized Letters)	Registered	509290	5/3/1949	5/3/2009
M. Wile & Company, Inc. Multiple security interests by prior owner Schoeneman Enterprises, Inc. to CIT Group/Business credit, Inc. and Transamerica Business Credit Corporation between 1991 and 1996; 8/30/2002 lien to Congress Financial Corporation, recorded 10/11/2002 at R/F 2589/0941	United States	THE SHETLANDER	Registered	259697	8/6/1989	8/6/2009
Palm Beach Company, Inc. [M. Wile & Company, Inc.]	Canada	HUNTER HAIG	Registered	249026	8/8/1980	8/8/2010
M. Wile & Company, Inc.	Canada	PALM BEACH	Registered	235040	8/17/1979	8/17/2009
M. Wile & Company, Inc.	Canada	PALM BEACH W/design	Registered	466261	11/26/1996	11/26/2011
M. Wile & Company, Inc.	Colombia	PALM BEACH	Registered	127813	1/31/1995	1/31/2015
M. Wile & Company, Inc.	Community Trademark	PALM BEACH	Registered	3375433	2/8/2005	9/19/2013
M. Wile & Company, Inc.	Dominican Republic	PALM BEACH	Registered	4485	2/19/1940	2/19/2010
M. Wile & Company, Inc.	Great Britain	RAQUET	Registered	1105373	11/27/1999	11/27/2009
M. Wile & Company, Inc.	West Germany	BRANNOCH	Registered	1176713	9/15/2000	9/30/2010
M. Wile & Company, Inc.	West Germany	PALM BEACH w/DESIGN	Registered	733910	2/18/1960	6/30/2009
M. Wile & Company, Inc.	Hong Kong	PALM BEACH w/DESIGN	Registered	291 OF 1939	6/28/1939	6/28/2009
M. Wile & Company, Inc.	Jamaica	BEACH CLOTH	Registered	8655	5/10/1961	5/10/2010
M. Wile & Company, Inc.	Jamaica	PALM BEACH	Registered	8224	7/7/1960	7/7/2009
M. Wile & Company, Inc.	Japan	PALM BEACH	Registered	1610617	8/30/2003	8/30/2013
M. Wile & Company, Inc.	South Korea	PALM BEACH & device	Registered	40-0683005	10/25/2006	10/25/2016
M. Wile & Company, Inc.	Mexico	RACQUET CLUB	Registered	729860	9/14/2001	9/14/2011
M. Wile & Company, Inc.	Philippines	PALM BEACH	Registered	52206	2/24/1992	2/24/2012
M. Wile & Company, Inc.	Sweden	PALM BEACH & DEVICE	Registered	52481	9/18/1939	9/18/2009
M. Wile & Company, Inc. (New York corporation)	United States	THOMAS HEATH	Pending; Intent-To- Use	(77577763)	(9/24/2008)	
M. Wile & Company, Inc.	China P.R.	EXCLUSIVELY MISOOK	Pending	(6428619)	(12/10/2007)	
M. Wile & Company, Inc.	China P.R.	MISOOK	Pending	(4217041)	(8/12/2004)	
M. Wile & Company, Inc.	India	EXCLUSIVELY MISOOK	Pending	(1546609)	(4/3/2007)	
M. Wile & Company, Inc.	India	PALM BEACH	Pending	(1546610)	(4/3/2007)	

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)						
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	United States	SOOS BY MISOOK	Registered	3276807	8/7/2007	8/7/2017
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Argentina	EXCLUSIVELY MISOOK	Registered	2582354	8/25/2006	8/25/2016
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Argentina	MISOOK	Registered	2582355	8/25/2006	8/25/2016
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Australia	EXCLUSIVELY MISOOK	Registered	1017370	8/24/2004	8/24/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Australia	MISOOK	Registered	1017371	8/24/2004	8/24/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Canada	EXCLUSIVELY MISOOK	Registered	TMA651499	10/26/2005	10/26/2020
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Canada	MISOOK	Registered	TMA723895	9/17/2008	9/17/2023
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Chile	EXCLUSIVELY MISOOK	Registered	717956	2/18/2005	2/18/2015
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Chile	MISOOK	Registered	717966	2/18/2005	2/18/2015
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	China P.R.	EXCLUSIVELY MISOOK	Registered	4217040	4/14/2008	4/14/2018
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Great Britain	EXCLUSIVELY MISOOK	Registered	2263471	8/17/2001	3/8/2011
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Great Britain	MISOOK	Registered	2263479	12/28/2001	3/8/2011

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[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Hong Kong	EXCLUSIVELY MISOOK	Registered	300276048	8/28/2004	8/28/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Hong Kong	MISOOK	Registered	300276066	8/28/2004	8/28/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Japan	EXCLUSIVELY MISOOK	Registered	4838559	2/10/2005	2/10/2015
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Japan	MISOOK	Registered	4863341	5/13/2005	5/13/2015
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	South Korea	EXCLUSIVELY MISOOK	Registered	40-0667599	6/22/2006	6/22/2016
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	South Korea	MISOOK	Registered	40-0667600	6/22/2006	6/22/2016
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Mexico	EXCLUSIVELY MISOOK	Registered	865104	8/27/2004	8/27/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Mexico	MISOOK	Registered	867242	8/27/2004	8/27/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	New Zealand	EXCLUSIVELY MISOOK	Registered	717498	8/25/2004	8/25/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	New Zealand	MISOOK	Registered	717499	8/25/2004	8/25/2014
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Taiwan	EXCLUSIVELY MISOOK	Registered	1169086	8/16/2005	8/16/2015
[M. Wile & Company, Inc.]; Exclusively Misook Apparel, Inc. (2006 merger into M. Wile & Company, Inc. not recorded)	Taiwan	MISOOK	Registered	1169085	8/16/2005	8/16/2015
Simply Blue Apparel, Inc.						

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Simply Blue Apparel, Inc. (Delaware corp.); 10/31/2005 Lien by SB Acquisition Corp. (prior name) to Wachovia Capital Finance Corporation recorded 1/5/2006 at R/F 3221/0525	United States	BLUE HOUSE DRIVE	Registered	3231269	4/17/2007	4/17/2017
Simply Blue Apparel, Inc. (Delaware corp.); 10/31/2005 Lien by SB Acquisition Corp. (prior name) to Wachovia Capital Finance Corporation recorded 1/5/2006 at R/F 3221/0525	United States	CHRISTOPHER BLUE	Registered	2217777	1/12/1999	1/12/2019
Simply Blue Apparel, Inc (Delaware corp.)	United States	HEIRLOOM BY CHRISTOPHER BLUE	Registered	3309032	10/9/2007	10/9/2017
Simply Blue Apparel, Inc. (Delaware corp.); 10/31/2005 Lien by SB Acquisition Corp. (prior name) to Wachovia Capital Finance Corporation recorded 1/5/2006 at R/F 3221/0525	United States	L. PASEO	Registered	3118298	7/18/2006	7/18/2016
Simply Blue Apparel, Inc. (Delaware corp.) 10/31/2005 Lien by SB Acquisition Corp. (prior name) to Wachovia Capital Finance Corporation recorded 1/5/2006 at R/F 3221/0525	United States	PINE IV	Registered	3149861	9/26/2006	9/26/2016
Simply Blue Apparel, Inc. (Delaware corp.) 10/31/2005 Lien by SB Acquisition Corp. (prior name) to Wachovia Capital Finance Corporation recorded 1/5/2006 at R/F 3221/0525	United States	WORN stylized {mark is stylized letters only}	Registered	3006312	10/11/2005	10/11/2015
Simply Blue Apparel, Inc	Canada	WORN & design	Pending	(1407217)	(8/14/2008)	
Sweater.Com Apparel, Inc.						
Sweater.Com Apparel, Inc. (Delaware corp.)	United States	B. CHYLL	Registered	3385982	2/19/2008	2/19/2018
Sweater.Com Apparel, Inc. (Delaware corp.)	United States	B. CHYLL and design	Registered	3402470	3/25/2008	3/25/2018
Sweater.Com Apparel, Inc. 9/29/2006 Lien to Wachovia Capital Finance Corporation recorded 11/20/2006 at R/F 3431/0508	United States	ONE GIRL WHO	Registered	2921162	1/25/2005	1/25/2015
[Sweater.Com Apparel, Inc.] Sweater.com, Inc. (California corp) 9/29/2006 Lien by Sweater.com Apparel, Inc. (Delaware corp.) to Wachovia Capital Finance Corporation recorded 11/20/2006 at R/F 3431/0508	United States	ONE GIRL WHO & design	Registered	2883962	9/14/2004	9/14/2014

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
[Sweater.Com Apparel, Inc.] Sweater.com, Inc. (California corp) 9/29/2006 Lien by Sweater.com Apparel, Inc. (Delaware corp.) to Wachovia Capital Finance Corporation recorded 11/20/2006 at R/F 3431/0508	United States	ONE GIRL WHO (STYLIZED)	Registered	2883963	9/14/2004	9/14/2014
[Sweater.Com Apparel, Inc.] Sweater.com, Inc. (California corp) 9/29/2006 Lien by Sweater.com Apparel, Inc. (Delaware corp.) to Wachovia Capital Finance Corporation recorded 11/20/2006 at R/F 3431/0508	United States	Design Only [SILHOUETTE LOGO (DESIGN)]	Registered	2899078	11/2/2004	11/2/2014
[Sweater.Com Apparel, Inc.] Sweater.com, Inc. (California corp); assignment to SC Acquisition Corp. (Delaware) on 8/29/2006 and subsequent name change to Sweater.com Apparel, Inc. not recorded; Lien by Sweater.com Apparel, Inc. (Delaware corp.) to Wachovia Capital Finance Corporation recorded 11/20/2006 at R/F 3431/0508	United States	SWEATER.COM	Registered	3075851	4/4/2006	4/4/2016
Sweater.Com Apparel, Inc. (Delaware corp.)	United States	THE PURSUIT OF HARMONY	Registered	3521774	10/21/2008	10/21/2018
Sweater.Com Apparel, Inc. (Delaware corp.)	United States	THE PURSUIT OF HARMONY & design	Registered	3521776	10/21/2008	10/21/2018
Sweater.Com Apparel, Inc.	Australia	B. CHYLL	Registered	1150081	11/30/2006	11/30/2016
Sweater.Com Apparel, Inc.	Australia	ONE GIRL WHO	Registered	1150080	11/30/2006	11/30/2016
Sweater.Com Apparel, Inc.	Canada	ONE GIRL WHO	Registered	TMA631246	1/26/2005	1/26/2020
Sweater.Com Apparel, Inc.	Canada	ONE GIRL WHO & design	Registered	TMA631788	2/2/2005	1/16/2019
Sweater.Com Apparel, Inc.	China P.R.	ONE GIRL WHO	Registered	4034418	10/14/2007	10/14/2017
Sweater.Com Apparel, Inc.	China P.R.	ONE GIRL WHO & design	Registered	4034419	10/14/2007	10/14/2017
Sweater.Com Apparel, Inc.	Community Trademark	ONE GIRL WHO	Registered	3776226	8/8/2005	4/13/2014
Sweater.Com Apparel, Inc.	Community Trademark	SILHOUETTE LOGO	Registered	3842151	8/10/2005	5/12/2015
Sweater.Com Apparel, Inc.	Hong Kong	ONE GIRL WHO	Registered	300200113	4/20/2004	4/20/2014
Sweater.Com Apparel, Inc.	Hong Kong	ONE GIRL WHO & design	Registered	300200159	4/20/2004	4/20/2014
Sweater.Com Apparel, Inc.	Japan	ONE GIRL WHO	Registered	4816079	11/12/2004	11/12/2014
Sweater.Com Apparel, Inc.	Japan	ONE GIRL WHO & design	Registered	4816078	11/12/2004	11/12/2014
Sweater.Com Apparel, Inc.	Mexico	ONE GIRL WHO	Registered	834502	4/26/2004	4/26/2014
Sweater.Com Apparel, Inc.	Mexico	ONE GIRL WHO & design (Stylized)	Registered	843376	4/26/2004	4/26/2014
Sweater.Com Apparel, Inc.	New Zealand	B. CHYLL	Registered	759996	12/1/2006	12/1/2016

Record Owner [Beneficial Owner]	Country	Trademark	Status	Reg. No. (App. No.)	Reg. Date (App. No.)	Expiration
Sweater.Com Apparel, Inc.	New Zealand	ONE GIRL WHO	Registered	759995	12/1/2006	12/1/2016
Sweater.Com Apparel, Inc.	Taiwan	ONE GIRL WHO	Registered	1139053	2/1/2005	2/1/2015
Sweater.Com Apparel, Inc.	Taiwan	ONE GIRL WHO & design (Stylized)	Registered	1139054	2/1/2005	2/1/2015
Sweater.Com Apparel, Inc. (California corp.)	United States	GREEN IS THE NEW BLACK	Pending; Intent-To-Use	(77287211)	(9/24/2007)	
Sweater.Com Apparel, Inc.	Canada	B. CHYLL & design	Pending	(1346547)	(5/8/2007)	
Yorke Shirt Corporation						
Yorke Shirt Corporation (South Carolina); 10/11/2002 lien to Congress Financial Corporation, recorded 10/11/2002 at R/F 2596/0234; 3/23/1994 Intercompany Note	United States	NICOLA MANCINI	Registered	880032	11/4/1969	11/4/2009
Zoocy Apparel, Inc.						
Zoocy Apparel, Inc. (Delaware corp.); 5/26/2007 lien to Wachovia Capital Finance Corp.; recorded 7/27/2007 at R/F 3589/0138	United States	ZOOEY	Registered	3361499	1/1/2008	1/1/2018
Zoocy Apparel, Inc. (Delaware corp.)	United States	ZOOEY BY ALICE HELLER	Registered	3463414	7/8/2008	7/8/2018
Zoocy Apparel, Inc. (Delaware corp.); 5/26/2007 lien to Wachovia Capital Finance Corporation recorded 6/27/2007 at R/F/ 3589/0138	United States	ZOOEY (Stylized letters)	Registered	3361500	1/1/2008	1/1/2018
Zoocy Apparel, Inc	Community Trademark	ZOOEY BY ALICE HELLER & design	Registered	5800041	3/13/2008	3/30/2017
Zoocy Apparel, Inc	Australia	ZOOEY BY ALICE HELLER & design	Docketed			
Zoocy Apparel, Inc	Canada	ZOOEY BY ALICE HELLER & design	Pending	(1341086)	(3/27/2007)	
Zoocy Apparel, Inc	China P.R.	ZOOEY BY ALICE HELLER & design	Docketed			
Zoocy Apparel, Inc	Mexico	ZOOEY BY ALICE HELLER & design	Docketed			
Zoocy Apparel, Inc	New Zealand	ZOOEY BY ALICE HELLER & design	Docketed			

EXHIBIT G

COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT, dated _____, 2009 ("Effective Date"), is made by and between the assignors identified below (the "Assignors") and _____, a _____ corporation having a principal place of business at _____ ("Assignee"). Assignors and Assignee agree as follows:

WHEREAS, Assignors are the owners of the copyrights listed in Schedule A (collectively, "Works"); and

WHEREAS, Assignors desire to assign and transfer all of their right, title and interest in the Works to Assignee, and Assignee desires to acquire right, title and interest in the Works.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree and acknowledge as follows:

1. For purposes of this Assignment, the term "Works" also specifically includes any and all of the Assignors' right, title and interest in: results and proceeds of such text, drawings and graphics (including, without limitation, any and all works, concepts, designs, sketches, renderings, photographs, prints, text, and writings memorialized (in any form or medium now known or subsequently developed) by Assignors, all literary and creative material written, contributed, supplied or improvised by the Assignors, whether or not in writing, recorded, taped or otherwise memorialized), and any other works of authorship Assignors may have conceived of or developed in the course of producing the text, drawings and graphics or as a result of that work, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection, in each case to the extent that the foregoing relate to the Works.

2. Assignors have conveyed, transferred, delivered and assigned to Assignee in perpetuity all of their right, title and interest in and to the Works and all intellectual property and proprietary rights that now exist or may hereafter exist in the Works, including but not limited to, all copyright, trademark, service mark, trade name, licensing and merchandising rights associated with the Works worldwide, and the right to sue for past, present and future acts of copyright and other infringement, and to collect the same for its own account and use. In the event Assignors are deemed to have any "moral rights" or "artist rights" in the Works, Assignors hereby irrevocably transfer and assign to Assignee, and waive and agree never to assert, such "moral rights" and/or "artist rights" in or with respect to any of the Works.

3. Assignors further agree that, without further consideration, they will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment, perfect its ownership rights, exploit the subject copyright and Works, and permit Assignee to be duly recorded as the registered owner of the Works in the United States and worldwide, provided that all costs associated with the performance of such action and preparation, review and execution of such documentation shall be borne entirely by

Assignee. If an Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and on Assignors' behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignors.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. Each of the Parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. For purposes of this Section 4 only, notwithstanding anything to the contrary herein, "Party" and "Parties" shall be deemed to include SKNL Parent.

5. Capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement, dated as of May 21, 2009, between Assignor and Assignee, among others (the "Purchase Agreement"). Notwithstanding anything herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any Person under the Purchase Agreement.

6. This Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

The Assignors to this Assignment are as follows:

_____ (Assignee)

By: _____

Name: _____

Title: _____

Date: _____, 2009

Assignors

HARTMARX CORPORATION

By: _____
Name:
Title:

ANNISTON SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

BRIAR, INC.

By: _____
Name:
Title:

CHICAGO TROUSER COMPANY, LTD.

By: _____
Name:
Title:

C.M. CLOTHING, INC.

By: _____
Name:
Title:

C.M. OUTLET CORP.

By: _____
Name:
Title:

CONSOLIDATED APPAREL GROUP,
INC.

By: _____
Name:
Title:

COUNTRY MISS, INC.

By: _____
Name:
Title:

COUNTRY SUBURBANS, INC.

By: _____
Name:
Title:

DIRECT ROUTE MARKETING
CORPORATION

By: _____
Name:
Title:

E-TOWN SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

FAIRWOOD-WELLS, INC.

By: _____
Name:
Title:

GLENEAGLES, INC.

By: _____
Name:
Title:

HANDMACHER FASHIONS FACTORY
OUTLET, INC.

By: _____
Name:
Title:

HANDMACHER-VOGEL, INC.

By: _____
Name:
Title:

HART SCHAFFNER & MARX

By: _____
Name:
Title:

HART SERVICES, INC.

By: _____
Name:
Title:

HARTMARX INTERNATIONAL, INC.

By: _____
Name:
Title:

HICKEY-FREEMAN CO., INC.

By: _____
Name:
Title:

HIGGINS, FRANK & HILL, INC.

By: _____
Name:
Title:

HMX LUXURY, INC.

By: _____
Name:
Title:

HMX SPORTSWEAR, INC.

By: _____
Name:
Title:

HOOSIER FACTORIES,
INCORPORATED

By: _____
Name:
Title:

HSM REAL ESTATE LLC

By: Hart Schaffner & Marx, its sole member

By: _____
Name:
Title:

HSM UNIVERSITY, INC.

By: _____
Name:
Title:

INTERCONTINENTAL APPAREL, INC.

By: _____
Name:
Title:

INTERNATIONAL WOMEN'S
APPAREL, INC.

By: _____
Name:
Title:

JAYMAR-RUBY, INC.

By: _____
Name:
Title:

JRSS, INC.

By: _____
Name:
Title:

KUPPENHEIMER MEN'S CLOTHIERS
DADEVILLE, INC.

By: _____
Name:
Title:

MONARCHY GROUP, INC.

By: _____
Name:
Title:

NATIONAL CLOTHING COMPANY,
INC.

By: _____
Name:
Title:

106 REAL ESTATE CORP.

By: _____
Name:
Title:

NYC SWEATERS, INC.

By: _____
Name:
Title:

ROBERT'S INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

ROBERT SURREY, INC.

By: _____
Name:
Title:

SALHOLD, INC.

By: _____
Name:
Title:

SEAFORD CLOTHING CO.

By: _____
Name:
Title:

SIMPLY BLUE APPAREL, INC.

By: _____
Name:
Title:

SOCIETY BRAND, LTD.

By: _____
Name:
Title:

SWEATER.COM APPAREL, INC.

By: _____
Name:
Title:

TAG LICENSING, INC.

By: _____
Name:
Title:

TAILORED TREND, INC.

By: _____
Name:
Title:

THORNGATE UNIFORMS, INC.

By: _____
Name:
Title:

THOS. HEATH CLOTHES, INC.

By: _____
Name:
Title:

TRADE FINANCE INTERNATIONAL
LIMITED

By: _____
Name:
Title:

UNIVERSAL DESIGN GROUP, LTD.

By: _____
Name:
Title:

M. WILE & COMPANY, INC.

By: _____
Name:
Title:

WINCHESTER CLOTHING COMPANY

By: _____
Name:
Title:

YORKE SHIRT CORPORATION

By: _____
Name:
Title:

ZOOEY APPAREL, INC.

By: _____
Name:
Title:

SCHEDULE A

Title	Reg. No.	Reg Date	Record Owner
M. Wile & Company, Inc. advertising service for	TX115659	05/22/1978	Carson, (Johnny) Apparel, Inc.; [Johnny Carson Apparel, Inc]; [Hart Schaffner & Marx]
Geranium.	Vau624452	10/28/2004	Exclusively Misook Apparel, Inc
Morocco group.	Vau624457	10/28/2004	Exclusively Misook Apparel, Inc
Open Mandarin basket weave fabric design.	VA1404249	09/27/ 2006	Exclusively Misook Apparel, Inc.
Open Mandarin basket weave fabric design.	VA1404249	09/27/2006	Exclusively Misook Apparel, Inc.
Linen group.	Vau624421	10/28/2004	Exclusively Misook Apparel, Inc.
Haze group.	Vau624422	10/28/2004	Exclusively Misook Apparel, Inc.
Anniversary-Aubergine.	Vau624423	10/28/2004	Exclusively Misook Apparel, Inc.
Winterberry group.	Vau624424	10/28/2004	Exclusively Misook Apparel, Inc.
Pale pink group.	Vau624425	10/28/2004	Exclusively Misook Apparel, Inc.
Charcoal group.	Vau624426	10/28/2004	Exclusively Misook Apparel, Inc.
Chocolate group.	Vau624427	10/28/2004	Exclusively Misook Apparel, Inc.
Nordstrom southern delivery.	Vau624428	10/28/2004	Exclusively Misook Apparel, Inc.
Garnet.	Vau624429	10/28/2004	Exclusively Misook Apparel, Inc.
Amethyst group.	Vau624430	10/28/2004	Exclusively Misook Apparel, Inc.
Lime/lemon.	Vau624431	10/28/2004	Exclusively Misook Apparel, Inc.
Black/ice.	Vau624432	10/28/2004	Exclusively Misook Apparel, Inc.
Navy/ice.	Vau624433	10/28/2004	Exclusively Misook Apparel, Inc.
Honey/wheat.	Vau624434	10/28/2004	Exclusively Misook Apparel, Inc.
Coral/black/white.	Vau624435	10/28/2004	Exclusively Misook Apparel, Inc.
Rouge group.	Vau624436	10/28/2004	Exclusively Misook Apparel, Inc.
Evening group.	Vau624437	10/28/2004	Exclusively Misook Apparel, Inc.
Wisteria group.	Vau624438	10/28/2004	Exclusively Misook Apparel, Inc.
New emerald.	Vau624439	10/28/2004	Exclusively Misook Apparel, Inc.
Black and ivory group.	Vau624440	10/28/2004	Exclusively Misook Apparel, Inc.
Palm Beach group.	Vau624441	10/28/2004	Exclusively Misook Apparel, Inc.
Royal blue group.	Vau624442	10/28/2004	Exclusively Misook Apparel, Inc.
Pinstripe group.	Vau624443	10/28/2004	Exclusively Misook Apparel, Inc.
Social.	Vau624444	10/28/2004	Exclusively Misook Apparel, Inc.
Misook evening crystal collection.	Vau624445	10/28/2004	Exclusively Misook Apparel, Inc.
Sherbert group.	Vau624446	10/28/2004	Exclusively Misook Apparel, Inc.
Papaya group.	Vau624447	10/28/2004	Exclusively Misook Apparel, Inc.
Navy group.	Vau624448	10/28/2004	Exclusively Misook Apparel, Inc.
Black, white, apple group.	Vau624449	10/28/2004	Exclusively Misook Apparel, Inc.
Lavender and black group.	Vau624450	10/28/2004	Exclusively Misook Apparel, Inc.
Black and white.	Vau624451	10/28/2004	Exclusively Misook Apparel, Inc.
Jade group.	Vau624453	10/28/2004	Exclusively Misook Apparel, Inc.
Bermuda group.	Vau624454	10/28/2004	Exclusively Misook Apparel, Inc.
Desert sands.	Vau624455	10/28/2004	Exclusively Misook Apparel, Inc.
Cranberry group.	Vau624456	10/28/2004	Exclusively Misook Apparel, Inc.

Title	Reg. No.	Reg Date	Record Owner
Blue lagoon.	Vau624458	10/28/2004	Exclusively Misook Apparel, Inc.
Modern classics.	Vau624459	10/28/2004	Exclusively Misook Apparel, Inc.
Deep purple.	Vau624460	10/28/2004	Exclusively Misook Apparel, Inc.
Crystal group.	Vau624461	10/28/2004	Exclusively Misook Apparel, Inc.
Square studs/embroidered.	Vau624462	10/28/2004	Exclusively Misook Apparel, Inc.
Mist group.	Vau624463	10/28/2004	Exclusively Misook Apparel, Inc.
Pink/chocolate group.	Vau624464	10/28/2004	Exclusively Misook Apparel, Inc.
Brilliant blue.	Vau624465	10/28/2004	Exclusively Misook Apparel, Inc.
Rain forest.	Vau624466	10/28/2004	Exclusively Misook Apparel, Inc.
Cosmo/mint group.	Vau624467	10/28/2004	Exclusively Misook Apparel, Inc.
Leopard group.	Vau624468	10/28/2004	Exclusively Misook Apparel, Inc.
Snow leopard group.	Vau624469	10/28/2004	Exclusively Misook Apparel, Inc.
Zebra group.	Vau624470	10/28/2004	Exclusively Misook Apparel, Inc.
Grommet and mesh collection, fashion black.	Vau624471	10/28/2004	Exclusively Misook Apparel, Inc.
Windowpane and pointelle collection.	Vau624472	10/28/2004	Exclusively Misook Apparel, Inc.
New lace group collection.	Vau624473	10/28/2004	Exclusively Misook Apparel, Inc.
Black organza lace collection (black)	Vau624474	10/28/2004	Exclusively Misook Apparel, Inc.
Spring group collection (butter/light pink/peach/light beige)	Vau624475	10/28/2004	Exclusively Misook Apparel, Inc.
New grommets collection (kiwi/red/white/black)	Vau624476	10/28/2004	Exclusively Misook Apparel, Inc.
Spring garden collection (black/white/carnation/leaf)	Vau624477	10/28/2004	Exclusively Misook Apparel, Inc.
Lavender and navy group collection (navy/lavender/white)	Vau624478	10/28/2004	Exclusively Misook Apparel, Inc.
Navy/white/red collection.	Vau649825	11/08/ 2004	Exclusively Misook Apparel, Inc.
Misook mint green collection : no. 259, 262N, 397 ... [et al.]	Vau501483	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook resort collection : no. 4023, 311, 7044-7045 ... [et al.]	Vau501484	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook lavender/pink collection : no. 259, 292, 4017 ... [et al.]	Vau501485	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Misook dusty blue/banana collection : no. 259, 4006, 319 ... [et al.]	Vau501486	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook ocean blue/yellow/seafoam collection : no. 258, 800-801, 805 ... [et al.]	Vau501487	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central); [Central Congress Financial Corporatio] by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook social occasion collection : no. 3710, 3720, 3790 ... [et al.]	Vau501488	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook slate/ruby collection : no. 259, 293, 4008 ... [et al.]	Vau501489	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook studio majenta collection : no. 370, 293, 4011 ... [et al.]	Vau501490	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook bisque/blue/pink collection : no. 231X, 370-371, 4000-4001 ... [et al.]	Vau501491	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central); [Central Congress Financial Corporatio] by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook studio denim collection : no. 292, 295, 260 ... [et al.]	Vau501492	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Misook studio chocolate collection : no. 4005, 4011, 4014 .. [et al.]	Vau501493	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook sage/mint collection : no. 350, 389, 398 ... [et al.]	Vau501494	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook studio holiday book collection : no. 396, 4016, 8005 ... [et al.]	Vau501495	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook mango group collection : no. 259, 351, 370 ... [et al.]	Vau501496	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook navy/red/white collection : no. 259, 293, 4019 ... [et al.]	Vau501497	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook studio/navy/lav/yellow collection : no. 259, 357, 4018 ... [et al.]	Vau501498	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook vicuna group collection : no. 259, 707-708, 806-807 ... [et al.]	Vau501499	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook aqua group collection : no. 238, 293, 397-398 ... [et al.]	Vau501500	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Misook navy/lime white collection : no. 206, 209, 230, 231X... [et al.]	Vau501501	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook turquoise group : no. 229, 370, 4001-4003 ... [et al.]	Vau501502	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook ocean blue collection : no. 371, 700, 802 ... [et al.]	Vau501503	03/09/2001	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook (terracotta/black)	Vau587991	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook navy/white.	Vau587992	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook (Missy) purple/celery/black.	Vau587993	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook black/white.	Vau587994	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook fuschia/black/white.	Vau587995	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Exclusively Misook royal/black (anniversary)	Vau587996	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook melot/black (anniversary)	Vau587997	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook sable/black/ élange.	Vau587998	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook (Missy) red/black/white.	Vau587999	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook sea foam/aqua/marine.	Vau588000	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook social occasion.	Vau588001	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook black (ribs)	Vau588002	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook black basics.	Vau588003	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Exclusively Misook (Missy) white/black/gold.	Vau588004	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Misook vicuna/black.	Vau588005	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook Missy olive/berry/black.	Vau588006	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook peri/black.	Vau588007	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook apple green/black/white.	Vau588008	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook mango/black.	Vau588009	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook tan/ice/black.	Vau588010	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook yellow/black.	Vau588011	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Exclusively Misook red/black.	Vau588012	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook sand/china group.	Vau588013	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook rose pedal.	Vau588014	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook (Missy) emerald green/black.	Vau588015	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook herringbone jacquards.	Vau588016	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook sage/black/houndstooth.	Vau588017	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook sage/black/ élange.	Vau588018	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook social occasion.	Vau588019	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Exclusively Misook teal/putty/black.	Vau588020	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook plaid jacquards.	Vau588021	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Exclusively Misook spice/tan/black.	Vau588022	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Sable/black.	Vau593956	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Gold/ivory/black.	Vau593957	02/28/2003	Exclusively Misook, Inc.; 07/22/2004 & 08/04/20024; Lien to Congress Financial Corporation (Central) by Exclusively Misook Apparel, Inc. f/k/a EM Acquisition Corporation.recorded 09/09/2004 at Microfilm V003515 P027
Gleneagles: the alfresco sportsman : [catalog].	TX391441	01/09/1980	Gleneagles, Inc.; [Hart Schaffner & Marx]
Gleneagles: the alfresco sportsman : [catalog].	TX786426	09/24/1981	Gleneagles, Inc.; [Hart Schaffner & Marx]
Retail selling skills training program.	SR17812	05/27/1980	© © Hart Schaffner & Marx
Multiple selling skills : reference manual.	TX223199	03/20/1979	Hart Schaffner & Marx
Skylines : Henry Grethel tailored clothing, fall 1988.	TX2633987	06/19/1989	Hart Schaffner & Marx
Modern Horse and Rider.	VA1629846	03/10/2008	Hart Schaffner & Marx
The Businessman's wardrobe : Allyn St. George, spring 1987.	TX1881677	08/04/1986	Hart Service, Inc.
Hickey-Freeman Customized clothes advertising service.	TX1228376	11/18/1983	Hart Services, Inc.
In-stock program/ Hart, Schaffner & Marx.	TX1231173	11/21/1983	Hart Services, Inc.
Racquet.	TX1231230	11/21/1983	Hart Services, Inc.
Graham & Gunn, Ltd..	TX123423	10/10/1978	Hart Services, Inc.

Title	Reg. No.	Reg Date	Record Owner
The British have always known how to suit a woman.	TX1234904	11/28/1983	Hart Services, Inc.
Womenswear in-stock service/ Austin Reed of Regent Street.	TX1242077	11/28/1983	Hart Services, Inc.
Gleneagles features Jack Nicklaus : a new, active sportswear concept in DuPont Dacron, featuring Ze Pel.	TX126678	10/24/1978	Hart Services, Inc.
Direct mail letters: [direct mail letters, radio commercials, window displays and fact sheets for ... / Christian Dior], Hart Schaffner & Marx.	TX126679	10/24/1978	Hart Services, Inc.
In-stock service: Christian Dior / [Hart Schaffner & Marx].	TX126680	10/24/1978	Hart Services, Inc.
The Corporate collection: Christian Dior ... collections / [Hart Schaffner & Marx].	TX126681	10/24/1978	Hart Services, Inc.
Society Brand, Ltd.: the international clothing company : national advertising.	TX126682	10/24/1978	Hart Services, Inc.
Austin Reed of Regent Street, spring 1984.	TX1324101	11/28/1983	Hart Services, Inc.
Chester Barrie Exeter, 1985.	TX1479394	08/16/1984	Hart Services, Inc.
Chester Barrie Echelon, 1985.	TX1479395	08/16/1984	Hart Services, Inc.
Jaeger.	TX1563655	4/22/1985	Hart Services, Inc.
Hart Schaffner & Marx the right suit fashion folio, 1985.	TX1563845	04/22/1985	Hart Services, Inc.
Colors of Cardin	TX1564444	04/18/1985	Hart Services, Inc.
The Spirit of Dior .../ Christian Dior.	TX1564448	04/18/1985	Hart Services, Inc.
Henry Grethel Tailored Clothing: the new movement in style.	TX1564449	04/18/1985	Hart Services, Inc.
Racquet.	TX1564470	04/18/1985	Hart Services, Inc.
Allyn Saint George, the American classic designer : retail co-op plan.	TX1565249	04/19/1985	Hart Services, Inc.
Gleneagles Scottish affairs.	TX1565250	04/19/1985	Hart Services, Inc.
Menswear British style in-stock service/ Austin Reed of Regent Street.	TX1565392	04/19/1985	Hart Services, Inc.
Albert Nipon.	TX1565393	04/19/1985	Hart Services, Inc.
Preferred impressions.	TX1565394	04/19/1985	Hart Services, Inc.
Christian Dior monsieur ... in-stock service.	TX1565556	04/18/1985	Hart Services, Inc.
Racquet preview	TX1565557	04/18/1985	Hart Services, Inc.
The Right Suit in-stock program.	TX1565558	04/18/1985	Hart Services, Inc.
Austin Reed of Regent Street: retail advertising and sales promotion.	TX1565559	04/18/1985	Hart Services, Inc.
Aloft retail advertising service.	TX1565560	04/18/1985	Hart Services, Inc.
Retailing advertising service ...: Walter Holmes/Society Brand.	TX1574305	05/07/1985	Hart Services, Inc.
Careermax.	TX1576927	05/14/1985	Hart Services, Inc.

Title	Reg. No.	Reg Date	Record Owner
The Corporate collection: Christian Dior ... collections / [Hart Schaffner & Marx].	TX161591	1024/1978	Hart Services, Inc.
Austin Reed British style. -- Bermuda ed.	TX1628199	08/01/1985	Hart Services, Inc.
The Right Suit/ Hart, Schaffner & Marx.	TX1628851	08/02/1985	Hart Services, Inc.
Colors of Cardin .../ Pierre Cardin.	TX1629736	08/01/1985	Hart Services, Inc.
Henry Grethel Tailored Clothing: that certain sense of style.	TX1634872	08/02/1985	Hart Services, Inc.
Allyn Saint George: the American classic designer.	TX1650105	08/01/1985	Hart Services, Inc.
It has the look. It has the fabric. It has the quality. It has the label. It is Society Brand, Ltd.	TX1651947	08/01/1985	Hart Services, Inc.
Racquet in-stock program.	TX1697952	11/21/1985	Hart Services, Inc.
The Spirit of Dior ...: in-stock service.	TX1698555	11/21/1985	Hart Services, Inc.
Menswear British style in-stock service.	TX1698556	11/21/1985	Hart Services, Inc.
Retail advertising service .../ Racquet.	TX1698557	11/21/1985	Hart Services, Inc.
Nino Cerruti: retail advertising.	TX1705786	11/21/1985	Hart Services, Inc.
Grand prix blazer in-stock service / Pierre Cardin.	TX1705787	11/21/1985	Hart Services, Inc.
The Right Suit retail advertising service.	TX1706954	11/21/1985	Hart Services, Inc.
The Spirit of Dior ...: retail advertising service.	TX1706955	11/21/1985	Hart Services, Inc.
The Right Suit in-stock program.	TX1706956	11/21/1985	Hart Services, Inc.
Austin Reed Of Regent Street : the great British trip, retail advertising & sales promotion programme, fall & winter 1978.	TX174264	10/24/1978	Hart Services, Inc.
Having it all with Hart, Schaffner & Marx.	TX1755075	02/20/1986	Hart Services, Inc.
Walter Holmes.	TX1758156	02/20/1986	Hart Services, Inc.
Allyn Saint George: the American classic designer.	TX1758157	02/20/1986	Hart Services, Inc.
Racquet Club.	TX1758162	02/20/1986	Hart Services, Inc.
Jaeger: one hundred years and wearing Jaeger.	TX1758163	02/20/1986	Hart Services, Inc.
Nino Cerruti.	TX1759343	02/21/1986	Hart Services, Inc.
Christian Dior: tailored clothing for men.	TX1759344	02/21/1986	Hart Services, Inc.
Henry Grethel Tailored Clothing: that certain sense of style.	TX1775586	02/20/1986	Hart Services, Inc.
Austin Reed of Regent Street: retail advertising and sales promotion.	TX1795609	2/20/1986	Hart Services, Inc.
Retail advertising service.	TX1800309	04/28/1986	Hart Services, Inc.
Hart Schaffner & Marx fashion folio: planned promotions for	TX1811093	4/24/1986	Hart Services, Inc.
Walter Holmes advertising service	TX1811453	04/24/1986	Hart Services, Inc.
Jaymar/Sansabelt, the slack shop, spring 1986 ad kit.	TX1812346	04/24/1986	Hart Services, Inc.
The Mystique lives on.	TX1812356	04/24/1986	Hart Services, Inc.

Title	Reg. No.	Reg Date	Record Owner
The Right Suit: retail advertising service.	TX1816564	04/30/1986	Hart Services, Inc.
Risk watch for Hartmarx.	TX1817425	05/01/1986	Hart Services, Inc.
Christian Dior monsieur ... in-stock service.	TX1843393	04/25/1986	Hart Services, Inc.
Hart Schaffner & Marx, 1887, 1987 : 100 th anniversary.	TX1878733	08/04/1986	Hart Services, Inc.
Pub Crawlers collection/ Austin Reed of Regent Street.	TX1879124	08/04/1986	Hart Services, Inc.
For the man at ease in every situation.	TX1879125	08/04/1986	Hart Services, Inc.
Swing into style at the one-stop slack shop.	TX1879126	08/04/1986	Hart Services, Inc.
Introducing Lady Sansabelt.	TX1879127	08/04/1986	Hart Services, Inc.
Nino Cerruti, Rue Royale, Costa Amalfitana, spring 1987.	TX1880283	08/04/1986	Hart Services, Inc.
Society brand tale of three cities, spring 1987.	TX1880284	08/04/1986	Hart Services, Inc.
Elements de Cardin : Pierre Cardin, spring 1987.	TX1881676	08/04/1986	Hart Services, Inc.
Gleneagles: the alfresco sportsman : [catalog].	TX1883996	08/04/1986	Hart Services, Inc.
Christian Dior: tailored clothing for men.	TX1883997	08/04/1986	Hart Services, Inc.
Menswear British style in-stock service.	TX1883998	08/04/1986	Hart Services, Inc.
One hundred years and wearing Jaeger.	TX1883999	08/04/1986	Hart Services, Inc.
Play the Jack Nicklaus blazer game.	TX1884523	08/04/1986	Hart Services, Inc.
Hart Schaffner & Marx a century of style Wallachs.	TX1884593	08/04/1986	Hart Services, Inc.
The Right Suit: in-stock program.	TX1884621	08/04/1986	Hart Services, Inc.
Christian Dior Monsieur fall 1986 weatherwear.	TX1884844	08/04/1986	Hart Services, Inc.
Henry Grethel Tailored Clothing: that certain sense of style.	TX1884951	08/04/1986	Hart Services, Inc.
Austin Reed of Regent Street. -- Guernsey ed.	TX1890744	08/04/1986	Hart Services, Inc.
Hart Schaffner & Marx, 1887-1987 : the mark of a legend.	TX1895800	08/04/1986	Hart Services, Inc.
Christian Dior: tailored clothing for men.	TX1935755	11/06/1986	Hart Services, Inc.
Cerruti retail advertising service.	TX1946219	11/14/1986	Hart Services, Inc.
Retail advertising service.	TX1964155	11/07/1986	Hart Services, Inc.
Walter Holmes.	TX1972586	08/05/1986	Hart Services, Inc.
English interlude : Jaeger.	TX1972588	08/05/1985	Hart Services, Inc.
Hart Schaffner & Marx, the right suit : spring fashion collections.	TX2017158	08/05/1985	Hart Services, Inc.
Sansabelt sportswear ...: World's Most Comfortable Clothes Anywhere.	TX2155270	09/21/1987	Hart Services, Inc.
Racquet Club contemporary natural shoulder apparel.	TX2156412	09/21/1987	Hart Services, Inc.
Racquet Club: contemporary traditional apparel.	TX2156978	09/21/1987	Hart Services, Inc.

Title	Reg. No.	Reg Date	Record Owner
Christian Dior: tailored clothing for men.	TX2158719	09/21/1987	Hart Services, Inc.
Racquet Club contemporary natural shoulder apparel: in-stock program	TX2164850	09/30/1987	Hart Services, Inc.
Menswear British style: in-stock service.	TX2170737	09/30/1987	Hart Services, Inc.
Retail advertising service.	TX2189258	11/03/1987	Hart Services, Inc.
In-stock program/ Hart Schaffner & Marx.	TX2189259	11/03/1987	Hart Services, Inc.
In-stock service: Christian Dior / [Hart Schaffner & Marx].	TX220279	03/29/1979	Hart Services, Inc.
Christian Dior: tailored clothing for men.	TX2262931	12/24/1987	Hart Services, Inc.
Cesarani.	TX2431806	10/31/1988	Hart Services, Inc.
Nino Cerruti rue royale: in-stock program.	TX2431807	10/31/1988	Hart Services, Inc.
Pierre Cardin: in-stock program.	TX2431809	10/31/1988	Hart Services, Inc.
Lady Sansabelt.	TX2431810	10/31/1988	Hart Services, Inc.
Roma : Nino Ceruti rue royale.	TX2431811	10/31/1988	Hart Services, Inc.
Racquet Club contemporary natural shoulder apparel.	TX2431812	10/31/1988	Hart Services, Inc.
Menswear British style: in-stock service.	TX2431813	10/31/1988	Hart Services, Inc.
Austin Reed of Regent Street. -- Victoria ed.	TX2431814	10/31/1988	Hart Services, Inc.
My Golden Bear blazers from Hart Schaffner & Marx have finally met their match	TX2434570	10/31/1988	Hart Services, Inc.
Henry Grethel Tailored Clothing: that certain sense of style.	TX2436914	10/31/1988	Hart Services, Inc.
Henry Grethel Tailored Clothing: that certain sense of style.	TX2437925	10/31/1988	Hart Services, Inc.
Lady Sansabelt.	TX2437926	10/31/1988	Hart Services, Inc.
Nino Cerruti rue royale: in-stock program.	TX2437928	10/31/1988	Hart Services, Inc.
Pierre Cardin: in-stock program.	TX2437935	10/31/1988	Hart Services, Inc.
Racquet Club: contemporary traditional apparel.	TX2437938	10/31/1988	Hart Services, Inc.
Henry Grethel Tailored Clothing: that certain sense of style.	TX2437939	10/31/1988	Hart Services, Inc.
Nino Cerruti rue royale: in-stock program.	TX2437940	10/31/1988	Hart Services, Inc.
Briar.	TX2447411	10/31/1988	Hart Services, Inc.
Hart Schaffner & Marx leadership dressing.	TX2450393	10/31/1988	Hart Services, Inc.
Hart Schaffner & Marx beyond the basics.	TX2450394	10/31/1988	Hart Services, Inc.
Expressions of elegance : spring 1988.	TX2460136	10/31/1988	Hart Services, Inc.
Henry Grethel.	TX2529283	12/23/1988	Hart Services, Inc.
The Hart Schaffner & Marx gold trumpeter collection : crafted from the world's best cloths by Dormeuil.	TX2593843	06/15/1989	Hart Services, Inc.

Title	Reg. No.	Reg Date	Record Owner
Beyond the blazer.	TX2596140	06/19/1989	Hart Services, Inc.
Lady Sansabelt.	TX2601633	06/21/1989	Hart Services, Inc.
The Right suit, the right store, fall 1988 retail advertising service.	TX2603166	06/21/1989	Hart Services, Inc.
Escadrille.	TX2612003	07/13/1989	Hart Services, Inc.
Pierre Cardin : spring '90.	TX2612006	07/13/1989	Hart Services, Inc.
Sansabelt clothing, S '90.	TX2612007	07/13/1989	Hart Services, Inc.
American classic collection : Allyn St. George.	TX2612009	07/13/1989	Hart Services, Inc.
Nino Cerruti--signature.	TX2612010	07/13/1989	Hart Services, Inc.
Sansabelt golf.	TX2612011	07/13/1989	Hart Services, Inc.
Christian Dior--slacks, spring 1990.	TX2612012	07/13/1989	Hart Services, Inc.
Nino Cerruti.	TX2612013	07/13/1989	Hart Services, Inc.
Hart Schaffner & Marx : the right label, the right suit : spring 1989.	TX2629739	06/19/1989	Hart Services, Inc.
Hart Schaffner & Marx : the right suit, the right label : spring 1990 : Viracle.	TX2629740	06/19/1989	Hart Services, Inc.
Sportcoats & slacks: the right suit, the right label / Hart, Schaffner & Marx.	TX2629741	06/19/1989	Hart Services, Inc.
Society Brand, Ltd. ; Societa Uomo : spring 1989.	TX2629742	06/19/1989	Hart Services, Inc.
H S M : the right suit, the right label.	TX2688901	06/19/1989	Hart Services, Inc.
Graham & Gunn, Ltd..	TX269059	05/18/1979	Hart Services, Inc.
Racquet Club, spring 1990.	TX2761952	07/13/1989	Hart Services, Inc.
Racquet Club, spring 1990 : sportswear & tailored slacks.	TX2761953	07/13/1989	Hart Services, Inc.
Graham & Gunn, Ltd..	TX279701	06/29/1979	Hart Services, Inc.
Society Brand, Ltd.: the international clothing company : national advertising.	TX291423	05/11/1979	Hart Services, Inc.
Retail advertising service: Christian Dior / Hart Schaffner & Marx	TX372088	11/30/1979	Hart Services, Inc.
Retail advertising service: Christian Dior / Hart Schaffner & Marx	TX425087	02/28/1980	Hart Services, Inc.
Society Brand, Ltd.: the international clothing company : national advertising.	TX425088	02/28/1980	Hart Services, Inc.
Society Brand, Ltd.: the international clothing company : national advertising.	TX425089	02/28/1980	Hart Services, Inc.
Playboy apparel for men: retail advertising service for - Premier spring-summer 1980-.	TX451320	04/10/1980	Hart Services, Inc.
Playboy apparel for men: retail advertising service for - Premier spring-summer 1980-.	TX497826	06/23/1980	Hart Services, Inc.
Allyn Saint George, The American Classic Designer, spring and summer 1981 collection.	TX525296	07/07/1980	Hart Services, Inc.
Society Brand, Ltd.: the international clothing company : national advertising.	TX525634	08/11/1980	Hart Services, Inc.

Title	Reg. No.	Reg Date	Record Owner
Graham & Gunn, Ltd., "never out of fashion quality".	TX531962	08/19/1980	Hart Services, Inc.
Society Brand, Ltd.: the international clothing company : national advertising.	TX535986	08/28/1980	Hart Services, Inc.
Society Brand, Ltd.: the international clothing company : national advertising.	TX535987	08/28/1980	Hart Services, Inc.
Retail advertising service ...: here's Johnny!.	TX620775	01/09/1981	Hart Services, Inc.
Christian Dior monsieur ... in-stock service.	TX649415	11/05/1980	Hart Services, Inc.
Retail advertising service ...: here's Johnny!.	TX719707	06/29/1981	Hart Services, Inc.
Introducing Robert Surrey traditional clothing.	TX729770	07/14/1981	Hart Services, Inc.
Society Brand advertising service	TX977171	09/16/1982	Hart Services, Inc.
Christian Dior Monsieur. Facets of ...	TX977172	09/16/1982	Hart Services, Inc.
In-stock service/ Society Brand, Ltd., the international clothing company.	TX977173	09/16/1982	Hart Services, Inc.
Jack Nicklaus Golden bear casuals.	TX977247	09/16/1982	Hart Services, Inc.
Society Brand advertising service	TX977252	09/16/1982	Hart Services, Inc.
Womenswear in-stock service/ Austin Reed of Regent Street.	TX977253	09/16/1982	Hart Services, Inc.
Spring-summer collections--Hart, Schaffner & Marx.	TX977290	09/16/1982	Hart Services, Inc.
Nino Cerruti advertising service	TX451322	04/10/1980	Hart Services, Inc.; []
Graham & Gunn, Ltd..	TX472280	03/31/1980	Hart Services, Inc.; []
Nino Cerruti advertising service	TX497827	06/23/1980	Hart Services, Inc.; []
In-stock service for .../ Society Brand, Ltd.	TX220281	03/29/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Retail advertising & promotion service..	TX115658	05/22/1978	Hart Services, Inc.; [Hart Schaffner & Marx]
Styles from around the world, to be worn around the world = Modelli da tutto il mondo, indossati in tutto il mondo = Modes d'autour du monde, a porter autour du monde = Estilos de todo el mundo para lucirse en todo el mundo = Zen sekai kara no sutairu, zen sekai de kite iru sutairu : the ... Hemisphere collection / from Society Brand, Ltd.	TX115660	05/22/1978	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: retail advertising and sales promotion.	TX1706957	11/21/1985	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: [the great British trip, advertising and sales promotion programme].	TX220282	03/29/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Retail advertising service: Christian Dior / Hart Schaffner & Marx	TX220283	03/29/1979	Hart Services, Inc.; [Hart Schaffner & Marx]

Title	Reg. No.	Reg Date	Record Owner
Austin Reed of Regent Street: [the great British trip, advertising and sales promotion programme].	TX220284	03/29/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Christian Dior Hart Schaffner & Marx ... collections.	TX220285	03/29/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Christian Dior sport: presents the ... collection.	TX242206	05/11/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Retail advertising service: Here's Johnny!.	TX242207	05/11/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: [the great British trip, advertising and sales promotion programme].	TX248535	05/18/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: [the great British trip, advertising and sales promotion programme].	TX279702	06/29/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Christian Dior Hart Schaffner & Marx ... collections.	TX329871	09/17/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Christian Dior sport: presents the ... collection.	TX329872	09/17/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Graham & Gunn, Ltd..	TX329873	09/17/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Hart Schaffner & Marx retail advertising service: planned promotions for	TX329874	09/17/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Hart Schaffner & Marx Christian Dior ... fashion folio..	TX330957	03/29/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: [the great British trip, advertising and sales promotion programme].	TX372087	11/30/1979	Hart Services, Inc.; [Hart Schaffner & Marx]
In-stock service: Christian Dior / [Hart Schaffner & Marx].	TX447421	04/07/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
In-stock service/ Society Brand, Ltd., the international clothing company.	TX472278	03/31/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: in-stock program.	TX472279	03/31/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
[Pierre Cardin collection for ...].	TX497825	06/23/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
Retail advertising service for ...: Here's Johnny!.	TX497828	06/23/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
Hart Schaffner & Marx fashion folio: planned promotions for	TX525633	08/11/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
Hart Schaffner & Marx retail advertising service: planned promotions for	TX525636	08/11/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
Graham & Gunn, Ltd..	TX561580	10/03/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
In-stock service/ Hart Schaffner & Marx.	TX584273	11/18/1980	Hart Services, Inc.; [Hart Schaffner & Marx]
In-stock service/ Society Brand, Ltd., the international clothing company.	TX618593	11/06/1980	Hart Services, Inc.; [Hart Schaffner & Marx]

Title	Reg. No.	Reg Date	Record Owner
Hart Schaffner & Marx fashion folio: planned promotions for	TX641281	03/02/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Pierre Cardin couture advertising service	TX641282	03/02/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: in-stock program.	TX641283	03/02/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: retail advertising and sales promotion.	TX746861	08/12/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Sportswear: Jack Nicklaus.	TX786424	09/24/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Christian Dior Monsieur Sport.	TX786425	09/24/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Weatherwear outlook.	TX786427	09/24/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: retail advertising and sales promotion.	TX795072	11/02/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
In-stock program/ Hart Schaffner & Marx.	TX977250	09/16/1982	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed special selections: vintage ... / Austin Reed of Regent Street.	TX977251	09/16/1982	Hart Services, Inc.; [Hart Schaffner & Marx]
Austin Reed of Regent Street: retail advertising and sales promotion.	TX808078	11/23/1981	Hart Services, Inc.; [Hart Schaffner & Marx]
Aloft: Christian Dior.	TX1393056	07/23/1984	Hart Services, Inc.; [Hart, Schaffner & Marx]
[Pierre Cardin collection for ...].	TX1393100	07/23/1984	Hart Services, Inc.; [Hart, Schaffner & Marx]
The Right Suit fashion folio.	TX1393831	07/24/1984	Hart Services, Inc.; [Hart, Schaffner & Marx]
Hart, Schaffner & Marx : the right suit spring fashion collections.	TX1393832	07/24/1984	Hart Services, Inc.; [Hart, Schaffner & Marx]
The Right Suit retail advertising service.	TX1393833	07/24/1984	Hart Services, Inc.; [Hart, Schaffner & Marx]
The Right Suit in-stock program.	TX1393834	07/24/1984	Hart Services, Inc.; [Hart, Schaffner & Marx]
Christian Dior.	TX1628850	08/02/1985	Hart Services, Inc.; [Hart, Schaffner & Marx]
[Pierre Cardin collection for ...].	TX1764850	2/20/1986	Hart Services, Inc.; [Hart, Schaffner & Marx]
Nino Cerruti	TX451319	04/10/1980	Hart Services, Inc.; [Hart, Schaffner & Marx]
Pierre Cardin ... reflections of the future.	TX451321	04/10/1980	Hart Services, Inc.; [Hart, Schaffner & Marx]
Nino Cerruti	TX497829	06/23/1980	Hart Services, Inc.; [Hart, Schaffner & Marx]
Society Brand ... collection.	TX637649	12/12/1980	Hart Services, Inc.; [Hart, Schaffner & Marx]
Nino Cerruti: retail advertising.	TX717786	06/26/1981	Hart Services, Inc.; [Hart, Schaffner & Marx]

Title	Reg. No.	Reg Date	Record Owner
Nino Cerruti	TX717787	6/26/1981	Hart Services, Inc.; [Hart, Schaffner & Marx]
Christian Dior Monsieur Weatherwear: [Weatherwear by the finest name in world fashion].	TX789535	10/26/1981	Hart Services, Inc.; [Hart, Schaffner & Marx]
Nino Cerruti: retail advertising.	TX850553	01/28/1982	Hart Services, Inc.; [Hart, Schaffner & Marx]
D N R's Floor plan directory of the World Congress of Menswear.	TX909237	04/29/1982	Hart Services, Inc.; [Hart, Schaffner & Marx]
The Up-and-coming look : flight attendant uniform care and appearance handbook.	TX977174	09/16/1982	Hart Services, Inc.; [Hart, Schaffner & Marx]
Mexicana wear and care standards.	TX977175	09/16/1982	Hart Services, Inc.; [Hart, Schaffner & Marx]
Nino Cerruti: retail advertising.	TX977256	09/16/1982	Hart Services, Inc.; [Hart, Schaffner & Marx]
Looking the part.	PA279061	01/21/1986	Hart Services, Inc.; [Hartmarx Corporation]
Walter-Morton Clothes advertising service	TX1231086	11/21/1983	Hart Services, Inc.; [Hartmarx Corporation]
Menswear in-stock service/ Austin Reed of Regent Street.	TX1234826	11/28/1983	Hart Services, Inc.; [Hartmarx Corporation]
Winner! : Jack Nicklaus Golden Bear blazer program.	TX1392777	07/23/1984	Hart Services, Inc.; [Hartmarx Corporation]
Straight sets Baskin.	TX1392785	07/23/1984	Hart Services, Inc.; [Hartmarx Corporation]
Allyn Saint George: the American classic designer.	TX1423721	07/23/1984	Hart Services, Inc.; [Hartmarx Corporation]
Nino Cerruti: retail advertising.	TX1423722	07/23/1984	Hart Services, Inc.; [Hartmarx Corporation]
Retail advertising service ...: Straight Sets suits, sport coats / Racquet.	TX1564445	04/18/1985	Hart Services, Inc.; [Hartmarx Corporation]
In-stock program/ Hart Schaffner & Marx.	TX1565371	04/19/1985	Hart Services, Inc.; [Hartmarx Corporation]
In-stock program/ Hart Schaffner & Marx.	TX1570699	04/22/1985	Hart Services, Inc.; [Hartmarx Corporation]
Allyn Saint George: the American classic designer.	TX1570700	04/22/1985	Hart Services, Inc.; [Hartmarx Corporation]
Johnny Carson: spotlight on style	TX1634871	08/02/1985	Hart Services, Inc.; [Hartmarx Corporation]
Introducing a blazer that feels as good as it looks.	TX1665684	10/10/1985	Hart Services, Inc.; [Hartmarx Corporation]
Retail advertising service	TX1715545	11/21/1985	Hart Services, Inc.; [Hartmarx Corporation]
Introducing Racquet Club neckwear.	TX1883734	08/04/1986	Hart Services, Inc.; [Hartmarx Corporation]
Nino Cerruti: retail advertising.	TX1972587	08/05/1985	Hart Services, Inc.; [Hartmarx Corporation]

Title	Reg. No.	Reg Date	Record Owner
The British Crown colony of Hong Kong : spring 1990 : Austin Reed of Regent Street.	TX2612008	07/13/1989	Hart Services, Inc.; [Reed, (Austin) of Regent Street]
Austin Reed of Regent Street: Team Oxford. -- Rugby ed.	TX2189812	11/03/1987	Hart Services.
C C P/employee consumer guide to hospital care : consumer choice program.	TX1234840	11/28/1983	Hartmarx Corporation
Options: womenswear by Austin Reed of Regent Street.	TX808077	11/23/1981	Harts i.e. Hart Services, Inc.; [Hart, Schaffner & Marx]; [Harts Services, Inc]
Hickey-Freeman advertising service.	TX425086	02/28/1980	Hickey-Freeman Company, Inc.
Hickey-Freeman advertising service.	TX613395	01/12/1981	Hickey-Freeman Company, Inc.
Hickey-Freeman Customized clothes advertising service.	TX850552	01/28/1982	Hickey-Freeman Company, Inc.
Hickey-Freeman advertising portfolio.	TX220280	03/29/1979	Hickey-Freeman Company, Inc.; [Hart Schaffner & Marx]
Hickey-Freeman advertising service.	TX728712	05/11/1981	Hickey-Freeman Company, Inc.; [Hart, Schaffner & Marx]
Hickey-Freeman advertising service.	TX746860	08/12/1981	Hickey-Freeman Company, Inc.; [Hart, Schaffner & Marx]
Advanced alterations I : coat and trouser : Hart Schaffner & Marx University.	TX3106607	02/05/1991	HSM University, Inc.
Goals, Hart Schaffner & Marx University.	TX3026537	02/06/ 1991	HSM University, Inc.; [Hart Schaffner & Marx University, Inc., Chicago]
Intermediate alterations : coats : Hart Schaffner & Marx University / written and developed by Peter D. Huston and Elio Ciarlariello.	TX3145188	01/24/1991	HSM University, Inc.; [Hart Schaffner & Marx University, Inc., Chicago]
Clientele building : Hart Schaffner & Marx University.	TX3145189	01/24/1991	HSM University, Inc.; [Hart Schaffner & Marx University, Inc., Chicago]
Technical instructions for professional fitting / Hart Schaffner & Marx University.	TX3096330	01/24/1991	HSM University, Inc.; [Hart Schaffner & Marx University, Inc]
Essentials of professional fitting.	TX3096365	01/24/1991	HSM University, Inc.; [Hart Schaffner & Marx University, Inc]
Retail selling.	TX3096366	01/24/1991	HSM University, Inc.; [Hart Schaffner & Marx University, Inc]
Intermediate alterations : trousers, Hart Schaffner & Marx University.	TX3141946	02/06/1991	HSM University, Inc.; [Hart Schaffner & Marx University, Inc]
Cobblestones.	VA509304	06/10/1992	International Women's Apparel, Inc.
Italian newsprint.	VA509305	06/10/1992	International Women's Apparel, Inc.
Tiger print.	VA509311	06/10/1992	International Women's Apparel, Inc.
Musical notes.	VA509312	06/10/1992	International Women's Apparel, Inc.
Mini penguin print.	VA509313	06/10/1992	International Women's Apparel, Inc.
[Camera print]	VA509314	06/10/1992	International Women's Apparel, Inc.
Hat print.	VA509315	06/10/1992	International Women's Apparel, Inc.
Venetian bottles.	VA509316	06/10/1992	International Women's Apparel, Inc.
Penguin shirting print.	VA520695	08/24/1992	International Women's Apparel, Inc.
Animal pareo.	VA520696	08/24/1992	International Women's Apparel, Inc.
Patchwork skinprint.	VA520699	08/24/1992	International Women's Apparel, Inc.

Title	Reg. No.	Reg Date	Record Owner
Watercolor skin print.	VA520697	08/24/1992	International Women's Apparel, Inc.; [International Womens Apparel, Inc]
Violin print.	VA520698	08/24/1992	International Women's Apparel, Inc.; [International Womens Apparel, Inc]
Walter-Morton advertising portfolio.	TX220278	03/29/1979	Walter-Morton Clothes.; [Hart Schaffner & Marx]
Society Brand, Ltd. advertising service for spring 1978.	TX90138	1978	Hart Services, Inc.
Here's Johnny retail advertising service for spring 1982.	TX977255	1982	Johnny Carson Apparel, Inc.; (Lien to First National Bank of Chicago by Hartmarx Corporation, et al recorded 02/01/1993 at Microfilm V002856 P142 Released)
Walter-Morton clothes advertising service, spring 1982.	TX850551	1982	Hart, Schaffner & Marx
Advertising service, fall 1981, Walter-Morton clothes.	TX746859	1981	Walter-Morton Clothes; (Lien to First National Bank of Chicago by Hartmarx Corporation, et al recorded 02/01/1993 at Microfilm V002856 P142 Released)
Walter-Morton advertising service, spring 1981.	TX613396	1981	Walter-Morton Clothes; (Lien to First National Bank of Chicago by Hartmarx Corporation, et al recorded 02/01/1993 at Microfilm V002856 P142 Released)
Walter-Morton advertising service, fall 1980.	TX525635	1980	Walter-Morton Clothes; (Lien to First National Bank of Chicago by Hartmarx Corporation, et al recorded 02/01/1993 at Microfilm V002856 P142 Released)
Advertising service, spring 1980, Walter-Morton.	TX425085	1980	Walter-Morton Clothes; (Lien to First National Bank of Chicago by Hartmarx Corporation, et al recorded 02/01/1993 at Microfilm V002856 P142 Released)
Here's Johnny retail advertising service from Johnny Carson Apparel, Inc., for fall 1982.	TX977249	1982	Johnny Carson Apparel, Inc.; (Lien to First National Bank of Chicago by Hartmarx Corporation, et al recorded 02/01/1993 at Microfilm V002856 P142 Released)
Nino Cerruti modern times, spring 1983.	TX977254	1982	Hart Schaffner & Marx
Nino Cerruti retail advertising service, spring 1979.	TX291422	1979	M. Wile & Company
Misook black dress collection.	Vau481113	2001	Exclusively Misook Apparel, Inc.; 7/22/2004 Lien to Congress Financial Corporation (Central); [Central Congress Financial Corporation] recorded 09/09/2004 at Microfilm V003515 P027
Misook black dress collection-supplement.	Vau459412	2001	Exclusively Misook Apparel, Inc.; 7/22/2004 Lien to Congress Financial Corporation (Central); [Central Congress Financial Corporation] recorded 09/09/2004 at Microfilm V003515 P027

Title	Reg. No.	Reg Date	Record Owner
Misook black basics collection.	Vau481114	2001	Exclusively Misook Apparel, Inc.; 7/22/2004 Lien to Congress Financial Corporation (Central); [Central Congress Financial Corporation] recorded 09/09/2004 at Microfilm V003515 P027
Misook black basics collection-supplement.	Vau459411	2001	Exclusively Misook Apparel, Inc.; 7/22/2004 Lien to Congress Financial Corporation (Central); [Central Congress Financial Corporation] recorded 09/09/2004 at Microfilm V003515 P027
Jaymar fall '79, the shape of things to come.	VA28308	04/02/1979	Jaymar-Ruby, Inc.
John Brodie in Sansabelt. The most comfortable slacks in the world.	VA26727	06/14/1979	Jaymar-Ruby, Inc.
John Brodie plays to win in Cary Middlecoff Sportswear by Jaymar.	VA26726	06/14/1979	Jaymar-Ruby, Inc.
Spring 1979 Ebony ad & dealer listing : Sansabelt Ebony slack ad]	VA28834	06/18/1979	Jaymar-Ruby, Inc.
[Spring 1980 Jaymar brochure, Going places]	VA29885	07/26/1979	Jaymar-Ruby, Inc.

EXHIBIT H

DOMAIN NAME ASSIGNMENT

THIS ASSIGNMENT, dated _____, 2009 ("Effective Date"), is made by and between the assignors (identified below the "Assignors") and _____, a _____ corporation having a principal place of business at _____ ("Assignee").

WHEREAS, Assignors are the owners of the Domain Names attached in Schedule A (collectively "Domain Names");

WHEREAS, Assignors are the owner(s) of the Domain Names, and any right, title and interest arising from the use and registration of the Domain Names would inure to the sole benefit of Assignor(s); and

WHEREAS, Assignors desire to assign and transfer all of their right, title and interest in the Domain Names to Assignee, and Assignee desires to acquire right, title and interest in the Domain Names.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and acknowledge as follows:

1. Assignors have transferred, conveyed and assigned unto Assignee all of Assignors' right, title and interest in and to the Domain Names. For the avoidance of doubt, Assignors hereby quit claim, and forever waive and release, any and all right, title and/or interest that they may have in and to the Domain Names to Assignee.

2. Assignors further agree that, without further consideration, they will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment, perfect its ownership rights, and permit Assignee to be duly recorded as the registered owner of the Domain Names in the United States and worldwide, provided that all costs associated with the performance of such action and preparation, review and execution of such documentation shall be borne entirely by Assignee. If an Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and on Assignors' behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignors.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. Each of the Parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except

in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. For purposes of this Section 3 only, notwithstanding anything to the contrary herein, "Party" and "Parties" shall be deemed to include SKNL Parent.

4. Capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement, dated as of May 21, 2009, between Assignor and Assignee, among others (the "Purchase Agreement"). Notwithstanding anything herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any Person under the Purchase Agreement.

5. This Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

The Assignors to this Assignment are as follows:

_____ (Assignee)

By: _____

Name: _____

Title: _____

Date: _____, 2009

Assignors

HARTMARX CORPORATION

By: _____
Name:
Title:

ANNISTON SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

BRIAR, INC.

By: _____
Name:
Title:

CHICAGO TROUSER COMPANY,
LTD.

By: _____
Name:
Title:

C.M. CLOTHING, INC.

By: _____
Name:
Title:

C.M. OUTLET CORP.

By: _____
Name:
Title:

CONSOLIDATED APPAREL
GROUP, INC.

By: _____
Name:
Title:

COUNTRY MISS, INC.

By: _____
Name:
Title:

COUNTRY SUBURBANS, INC.

By: _____
Name:
Title:

DIRECT ROUTE MARKETING
CORPORATION

By: _____
Name:
Title:

E-TOWN SPORTSWEAR
CORPORATION

By: _____
Name:
Title:

FAIRWOOD-WELLS, INC.

By: _____
Name:
Title:

GLENEAGLES, INC.

By: _____
Name:
Title:

HANDMACHER FASHIONS
FACTORY OUTLET, INC.

By: _____
Name:
Title:

HANDMACHER-VOGEL, INC.

By: _____
Name:
Title:

HART SCHAFFNER & MARX

By: _____
Name:
Title:

HART SERVICES, INC.

By: _____
Name:
Title:

HARTMARX INTERNATIONAL,
INC.

By: _____
Name:
Title:

HICKEY-FREEMAN CO., INC.

By: _____
Name:
Title:

HIGGINS, FRANK & HILL, INC.

By: _____
Name:
Title:

HMX LUXURY, INC.

By: _____
Name:
Title:

HMX SPORTSWEAR, INC.

By: _____
Name:
Title:

HOOSIER FACTORIES,
INCORPORATED

By: _____
Name:
Title:

HSM REAL ESTATE LLC

By: Hart Schaffner & Marx, its sole
member

By: _____
Name:
Title:

HSM UNIVERSITY, INC.

By: _____
Name:
Title:

INTERCONTINENTAL APPAREL,
INC.

By: _____
Name:
Title:

INTERNATIONAL WOMEN'S
APPAREL, INC.

By: _____
Name:
Title:

JAYMAR-RUBY, INC.

By: _____
Name:
Title:

JRSS, INC.

By: _____
Name:
Title:

KUPPENHEIMER MEN'S
CLOTHIERS DADEVILLE, INC.

By: _____
Name:
Title:

MONARCHY GROUP, INC.

By: _____
Name:
Title:

NATIONAL CLOTHING
COMPANY, INC.

By: _____
Name:
Title:

106 REAL ESTATE CORP.

By: _____
Name:
Title:

NYC SWEATERS, INC.

By: _____
Name:
Title:

ROBERT'S INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

ROBERT SURREY, INC.

By: _____
Name:
Title:

SALHOLD, INC.

By: _____
Name:
Title:

SEAFORD CLOTHING CO.

By: _____
Name:
Title:

SIMPLY BLUE APPAREL, INC.

By: _____
Name:
Title:

SOCIETY BRAND, LTD.

By: _____
Name:
Title:

SWEATER.COM APPAREL, INC.

By: _____
Name:
Title:

TAG LICENSING, INC.

By: _____
Name:
Title:

TAILORED TREND, INC.

By: _____
Name:
Title:

THORNGATE UNIFORMS, INC.

By: _____
Name:
Title:

THOS. HEATH CLOTHES, INC.

By: _____
Name:
Title:

TRADE FINANCE
INTERNATIONAL LIMITED

By: _____
Name:
Title:

UNIVERSAL DESIGN GROUP,
LTD.

By: _____
Name:
Title:

M. WILE & COMPANY, INC.

By: _____
Name:
Title:

WINCHESTER CLOTHING
COMPANY

By: _____
Name:
Title:

YORKE SHIRT CORPORATION

By: _____
Name:
Title:

ZOOEY APPAREL, INC.

By: _____
Name:
Title:

SCHEDULE A

Record Owner	Domain Name	Reg. Date	Expiration	Status
Consolidated Apparel Group				
Consolidated Apparel Group	cagny.com	08/01/1997	07/31/2013	Registered
Consolidated Apparel Group	naturalifebasics.com	10/01/1998	09/30/2009	Registered
Direct Route Marketing Corporation				
Barrie Pace	barriepace.com	04/15/1998	04/14/2012	Registered
Barrie Pace	barrypace.com	08/27/1999	08/27/2011	Registered
Barrie Pace	berrypace.com	08/27/1999	08/27/2011	Registered
Barrie Pace	motherofthebride.com	04/03/2002	04/03/2012	Registered
Hickey-Freeman Co., Inc				
Hickey-Freeman Co., Inc	bobbyjonesintl.com	09/03/1999	09/03/2009	Registered
Hickey-Freeman Co., Inc	bobbyjonesretail.com		9/17/2009	Registered
HMX Luxury	bobbyjonesshop.com	08/11/1999	08/11/2010	Registered
Hickey-Freeman Co., Inc	bobbyjonesvendor.com		04/04/2010	Registered
Hickey-Freeman Co., Inc	gothickey.com		10/15/2009	Registered
Hickey-Freeman Co., Inc	hickey-freeman.com	05/17/2001	05/17/2009	Registered
HMX Luxury	hickeyfreeman.com	02/27/1996	02/28/2010	Registered
Hickey-Freeman Co., Inc	hickeyfreemanwholesale.com		08/08/2009	Registered
Hickey-Freeman Co., Inc	hickeystyle.com		12/2/2009	Registered
Hickey-Freeman Co., Inc	hisfirsthickey-freeman.com	06/03/2003	06/03/2010	Registered
Hickey-Freeman Co., Inc	hisfirsthickeyfreeman.com	06/03/2003	06/03/2010	Registered
Hartmarx Corporation				
Hartmarx Corporation	hartmarx.com	03/12/1997	03/13/2010	Registered
Hart Schaffner & Marx				
Hart Schaffner & Marx	hsmclothes.com	10/29/1998	10/28/2010	Registered
Hart Schaffner & Marx	austinreedclothes.com		7/18/2017	Registered
HMX Tailored	grahamandgunnnclothes.com		8/22/2017	Registered
Hart Schaffner & Marx	hartschaffnerandmarx.com		10/6/2018	Registered
Hart Schaffner & Marx	hartschaffnermarx.com		5/17/2014	Registered
HMX Tailored	hmxdirect.com		1/12/2014	Registered
HMX Tailored	hmxt.net		3/2/2015	Registered
HMX Tailored	hmxtchi.com		1/21/2014	Registered
Hart Schaffner & Marx	hmxtdemo.com		7/11/2009	Registered
HMX Tailored	hmxtmail.com		10/22/2014	Registered
Hart Schaffner & Marx	hmxtportal.com		6/14/2017	Registered
HMX Tailored	hmxtweb.com		10/22/2014	Registered
Hart Schaffner & Marx	palmbeachclothes.com		1/11/2018	Registered
Hart Schaffner & Marx	shopsyms.com		10/2/2018	Registered
Hart Schaffner & Marx	shopsyms.net		10/2/2018	Registered
Hart Schaffner & Marx	sportscoats.com		10/6/2018	Registered
International Women's Apparel, Inc.				
International Women's Apparel, Inc.	alexnewyork.net		6/12/2013	Registered
International Women's Apparel, Inc.	alexny.com		08/2/2014	Registered

Record Owner	Domain Name	Reg. Date	Expiration	Status
International Women's Apparel, Inc.	alexsport-usa.com		08/2/2014	Registered
International Women's Apparel, Inc.	auraaura.com		08/24/2012	Registered
International Women's Apparel, Inc.	austinreed-usa.com		03/1/2012	Registered
International Women's Apparel, Inc.	eyeshirts.com		02/16/2013	Registered
International Women's Apparel, Inc.	eye-sportswear.com		12/06/2010	Registered
International Women's Apparel, Inc.	fashionoutletnyc.com		04/28/2013	Registered
International Women's Apparel, Inc.	HartmarxCAP.com		07/3/2013	Registered
International Women's Apparel, Inc.	hartmarx-careerapparel.com		09/5/2011	Registered
International Women's Apparel, Inc.	hmxsportswear.com		08/30/2009	Registered
International Women's Apparel, Inc.	hw-usa.com		08/2/2014	Registered
Stracko, Pat (IWA IT employee)	internationalwomensapparel.com		09/30/2012	Registered
International Women's Apparel, Inc.	iwainc.com		03/1/2012	Registered
International Women's Apparel, Inc.	iwaweb.com		03/18/2014	Registered
International Women's Apparel, Inc.	kyklos-usa.com		07/21/2011	Registered
International Women's Apparel, Inc.	pussers-usa.com		08/2/2014	Registered
International Women's Apparel, Inc.	semplice-usa.com		2/11/2011	Registered
International Women's Apparel, Inc.	staringtonshirts.com		02/11/2011	Registered
International Women's Apparel, Inc.	sportscoats.com	10/06/1999	10/06/2018	Registered
International Women's Apparel, Inc.	staringtonshirts.com		08/24/2013	Registered
International Women's Apparel, Inc.	tedbaker-america.com	08/02/2002	08/02/2014	Registered
Ted Baker USA	tedbaker-usa.com	02/25/2002	02/25/2013	Registered
International Women's Apparel, Inc.	uno-dos-tres.net		06/26/2012	Registered
International Women's Apparel, Inc.	uno-dos-tres.us		06/26/2012	Registered
International Women's Apparel, Inc.	uno-dos-tres-usa.com		6/26/2012	Registered
International Women's Apparel, Inc.	wallstreetstyle.com	10/21/1998	10/20/2012	Registered
Exclusively Misook				
Exclusively Misook	misook.com	11/15/1999	11/15/2012	Registered

Record Owner	Domain Name	Reg. Date	Expiration	Status
Monarchy Group, Inc.				
Monarchy Group, Inc.	monarchycollection.com	01/19/2005	01/19/2011	Registered
Monarchy Group, Inc.	Gardenofearthlydelightscollectio n.com			
Monarchy Group, Inc.	Monarchyblack.com			
Monarchy Group, Inc.	Monarchyblack.info			
Monarchy Group, Inc.	Monarchyblack.net			
Monarchy Group, Inc.	Monarchyblack.org			
Monarchy Group, Inc.	Monarchycollection.com			
Monarchy Group, Inc.	Monarchycollection.net			
Monarchy Group, Inc.	Monarchycollection.org			
Monarchy Group, Inc.	Monarchygroup.com			
Monarchy Group, Inc.	Manchesteresc.com			
Monarchy Group, Inc.	Mancesterescapes.com			
Jaymar-Ruby				
Trans-Apparel Group	jaymarruby.com	12/21/1998	12/21/2016	Registered
Trans-Apparel Group	pallesco.com	12/21/1998	12/21/2016	Registered
Trans-Apparel Group	sansabelt.com	12/17/1998	12/17/2010	Registered
Trans-Apparel Group	transapparel.com	10/29/1998	10/28/2011	Registered
Simply Blue Apparel, Inc.				
Simply Blue Apparel, Inc.	www.sbapparelinc.com			
Simply Blue Apparel, Inc.	www.christopherblue.com			
Simply Blue Apparel, Inc.	www.christopher-blue.com			
Simply Blue Apparel, Inc.	www.jagjeans.net			
Simply Blue Apparel, Inc.	www.jagdenim.com			
Simply Blue Apparel, Inc.	www.worndenim.com			
Simply Blue Apparel, Inc.	www.pineIV.com			
Simply Blue Apparel, Inc.	www.bluehousedrive.com			
Sweater.com Apparel, Inc.				
Sweater.com Apparel	Onegirlwho.com			
Sweater.com Apparel	Thepursuitofharmony.com			
Sweater.com Apparel	Pursuitofharmony.com			
Sweater.com Apparel	Sweater.com			
Sweater.com Apparel	bchyll.com			
Zoey Apparel, Inc				
Heroine D'ame, Inc.	zoeytees.com	03/29/2004	03/29/2014	Registered

FORM OF
TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT, dated as of [●], 2009 (this "Agreement"), is made among Emerisque Brands UK Limited, a company formed under the laws of England and Wales ("Emerisque") and SKNL North America, B.V., a company incorporated under the laws of The Netherlands ("SKNL", together with Emerisque, the "Purchasers"), and Hartmarx Corporation, a Delaware corporation ("Parent"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Parent, certain of Parent's wholly-owned subsidiaries party thereto (together with Parent, the "Sellers") and Purchasers entered into that certain Amended and Restated Asset Purchase Agreement, dated as of June 1, 2009 (the "Asset Purchase Agreement"), whereby Purchasers are purchasing and acquiring from Sellers the Acquired Assets and assuming the Assumed Liabilities;

WHEREAS, in order for Purchasers to effect a transition with respect to certain matters, Purchasers desire to enter into certain transitional arrangements with Parent with respect to the performance of certain services for a limited period of time; and

WHEREAS, Parent is willing to enter into such transitional arrangements on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, Purchasers and Parent do hereby agree as follows:

Section 1. Transitional Arrangements.

(a) Services.

(i) It is the purpose of this Agreement to enable Purchasers to operate the Business from and after Closing, using services furnished by Parent that were used in the operation of the Business prior to Closing and, in coordination with Parent, to enable Purchasers to develop its capabilities to perform such services independently. Commencing on the date hereof and during the term of this Agreement, Parent shall provide or cause to be provided to Purchasers such of the services previously furnished directly or indirectly (including by subcontract or otherwise) by Parent in connection with the operation of the Business prior to the date hereof as are set forth on Schedule A (including any exhibits thereto) (each, individually, a "Service," and collectively, the "Services"). Schedule A shall be incorporated into and form an integral part of this Agreement; provided, however, that in the event of any inconsistency or conflict between Schedule A and the terms of this Agreement, the terms of this Agreement shall control and be determinative.

(ii) If Purchasers would like Parent to provide any services relating to the Business in addition to the Services, Purchasers shall so notify Parent and, during the ten (10) days following the receipt of such notice, Parent and Purchasers will mutually discuss the matter and negotiate in good faith with a view toward the provision of such services, including, without limitation, the term such services are to be provided.

(iii) Unless otherwise agreed by the parties hereto, subject to the standard of care set forth herein, the scope of the Services shall not be materially greater than those which Parent performed in the administration of the Business before the Closing.

(iv) Purchasers acknowledge that Parent is providing the Services as an accommodation to Purchasers to allow Purchasers a period of time to obtain their own Services for the Business. During the term of this Agreement, Purchasers agree that they shall take all steps reasonably necessary to obtain replacement services for the Services prior to the expiration of the term of this Agreement, including, without limitation, promptly entering into replacement licenses for any third-party software used in the Business.

(b) Term. The term of this Agreement shall commence on the Closing Date and shall remain in effect until the earlier of (i) [•] or (ii) such time as all Services are no longer being provided hereunder (such earlier date, the “Expiration Date”), unless earlier terminated under Section 4 or as otherwise provided in Schedule A.

(c) Certain Service Limitations. Parent shall be required to provide the Services only to the extent and only at the locations, in the manner and, where applicable, in such quantities, as such Services are being provided prior to the Closing Date as necessary for the operation of the Business in the ordinary course.

(d) Impracticability. Parent shall not be required to provide any Service to the extent the performance of such Service becomes commercially impracticable as a result of a cause or causes outside the control of Parent using its commercially reasonable efforts (“Impracticability”), including, without limitation, to the extent the performance of such Services would require Parent to violate any applicable laws, rules or regulations or would result in the breach of any applicable contract, license or other agreement. Parent will give Purchasers as much advance notice as is practicable of the occurrence of any event that would cause the notifying party to curtail or cease providing any Service pursuant to this Section 1(d).

(e) Staffing. Subject to the standard of care described in Section 1(h) hereof, Parent shall determine the staffing required and particular personnel assigned to perform the Services hereunder, which staffing shall in any case be reasonably sufficient for the provision of such Services.

(f) Additional Resources. In providing the Services, Parent shall not be obligated to: (a) hire or train any additional employees; (b) maintain the employment of any specific employee; (c) purchase, lease or license any additional software, equipment or vehicles;

or (d) pay any costs related to the conversion or transfer of data to Parent or any alternate supplier of Services.

(g) Excluded Services. Notwithstanding any statement to the contrary herein, Parent shall not provide any services that involve the rendering of legal, regulatory or tax advice or counsel.

(h) Standard of Care; Limited Warranty. Parent shall provide the Services in good faith and in a manner substantially consistent with the Parent's past practices, and not to the standard of care applicable to any commercial service provider, but in any event, in accordance with standards that Parent would reasonably be expected to apply in operating a significant business of its own. Parent does not regularly provide to third parties services such as the Services as part of its business and, except as set forth in this subsection (h), Parent does not otherwise warrant or assume responsibility for its Services. The warranty stated above is in lieu of and exclusive of all other representations and warranties of any kind whatsoever. **EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES RELATING TO THE SERVICES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(i) Performance Remedy. In the event Parent fails to provide a Service hereunder or the quality of a Service is not in accordance with Section 1(h) above, Purchasers will give Parent prompt written notice thereof. Parent will then have a reasonable period of time, but in no event more than fifteen (15) days, to cure the defective Service from the date of the receipt of the notice. If after such period Parent has failed to cure the defective Service, Purchasers may seek an alternative provider for such Service or provide the Service itself, and Parent shall promptly discontinue performing such Service at the written request of Purchasers.

(j) Good Faith Cooperation; Consents. Parent and Purchasers shall use good faith efforts to cooperate with each other in all matters relating to the provision, receipt and transition of Services. Such cooperation shall include exchanging relevant information, performing adjustments and obtaining all third party consents, licenses, sublicenses or approvals necessary to permit each party to perform its obligations hereunder. The costs of obtaining such third party consents, licenses, sublicenses or approvals shall be borne entirely by Purchasers; provided, however, that Purchasers' prior approval of any payments by Parent to third parties for such consents shall be required.

(k) Alternatives. If Parent reasonably believes that it is unable to provide any Service because of a failure to obtain necessary consents, licenses, sublicenses or approvals, or because of Impracticability, the parties shall cooperate to determine the best alternative approach. Until such alternative approach is found or the problem is otherwise resolved to the satisfaction of the parties, Parent shall use commercially reasonable efforts, subject to Section 1(d), Section 1(f) and Section 1(j), to continue providing the Service. To the extent an agreed upon alternative approach results in the incurrence of additional expense beyond which was incurred in connection with the underlying Service, Purchasers shall reimburse Parent for the amount of such additional expense.

(l) Title to Equipment. Excluding those that Purchasers acquire as reflected in the Asset Purchase Agreement, all procedures, methods, systems, strategies, tools, equipment, facilities and other resources used by Parent in connection with the provision of the Services hereunder shall remain the property of Parent and shall at all times be under the sole direction and control of Parent.

Section 2. Payments by the Purchasers.

(a) Fees. With respect to the Services, Purchasers shall pay Parent the monthly fees as set forth on Schedule A hereto, which identifies the fees applicable to each distinct component of the Services.

(b) Taxes. Purchasers shall reimburse Sellers for any and all taxes and governmental charges, including, without limitation, sales or use charges, imposed on Sellers or that Sellers shall have any obligation to collect, with respect to, in connection with or relating to Parent's provision of Services to Purchasers, other than income taxes, gross receipt taxes or similar taxes imposed on income.

(c) Payment of Charges. Parent shall invoice Purchasers for Services performed and costs incurred in each calendar month on or before the last day of the month following the end of such calendar month in which Services were rendered and costs incurred. Payments shall be due thirty (30) days from the date of each invoice for such Services and costs. Purchasers shall pay interest on all amounts not paid within thirty (30) days from the date of each invoice at a rate of six percent (6%) per annum, from and including the date of the applicable invoice to the date payment is actually made.

(d) Prorations. Except as set forth in Schedule A, in the event that this Agreement is terminated prior to the expiration of the term or the provision of any Service is terminated prior to the period as set forth in Schedule A, the fees paid by Purchasers to Parent shall be prorated to reflect the actual number of days elapsed in the applicable calendar month as of the date of termination.

(e) Expenses. Purchasers shall promptly reimburse Parent hereto for all reasonable and actual out-of-pocket expenses incurred by Parent in connection with the performance of Services hereunder consistent with the terms of Schedule A; provided, however, that with respect to Services furnished by third parties under existing contracts, Purchasers' obligation to reimburse Parent shall be limited to Parent's incremental costs, if any. At Purchasers' request, Parent shall provide Purchasers with any information reasonably requested in connection with the reimbursement of expenses pursuant to this Section 2(e), including but not limited to reasonably detailed statements of the expenses incurred and any relevant invoices and receipts.

Section 3. Indemnification; Limitation of Liability.

(a) Indemnification by Purchasers. Purchasers agree to and do hereby indemnify and hold Parent and its subsidiaries and affiliates, and their respective directors, officers, employees and agents (collectively, the "Seller Indemnified Parties") harmless from and against any and all damage, loss, fines, penalties, judgments, assessments, liability and expense

(including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, claim, suit or proceeding, including, but not limited to, any expenses incurred in connection with the enforcement of the rights of any party pursuant to this Agreement) ("Losses") to which the Seller Indemnified Parties may be subjected or which the Seller Indemnified Parties incur or sustain arising out of or attributable, directly or indirectly, to the performance or nonperformance of any Services or otherwise arising under this Agreement, except for any such Losses arising from claims by third parties attributable to Parent's gross negligence or willful misconduct.

(b) Limitation of Liability.

(i) Under no circumstances will Parent or its subsidiaries and affiliates, or any of their respective directors, officers, employees or agents be liable (pursuant to any regulation, rule, law or statute, including, without limitation, ERISA, in contract, tort or otherwise) to Purchasers for any Losses suffered by Purchasers arising out of or attributable, directly or indirectly, to the performance of, or any failure to perform duly and punctually, any Service, covenant, agreement or undertaking on the part of Parent contained in this Agreement, and Purchasers waive and release any claim therefor, except for any such Losses attributable to Parent's gross negligence or willful misconduct, in which case Parent's liability to Purchasers shall be limited to the amount of fees actually paid by Purchasers to Parent hereunder. In no event shall Parent be liable for any Losses primarily caused by Purchasers' failure to perform its responsibilities hereunder. Purchasers hereby acknowledge that the sole remedy or recourse for Losses suffered by Purchasers arising out of or attributable, directly or indirectly, to the performance of, or any failure to perform duly and punctually, any Service, covenant, agreement or undertaking on the part of Parent contained in this Agreement shall be pursuant to the foregoing provisions of Section 3(b) of this Agreement.

(ii) Any liability of the parties to one another arising with respect to any matters arising out of or attributable to, directly or indirectly, this Agreement, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall be limited to actual damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER LOSS HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT OR REGARDING THE PROVISION OF OR THE FAILURE TO PROVIDE THE SERVICES. PARENT SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE WHATSOEVER FOR PARENT CEASING TO PROVIDE (OR HAVING A THIRD PARTY PROVIDE) ANY SERVICE UPON THE**

**EXPIRATION DATE OR OTHER TERMINATION PERMITTED
PURSUANT TO THIS AGREEMENT.**

Section 4. Termination.

(a) Purchasers may terminate this Agreement, either with respect to all or with respect to any one or more of the Services provided hereunder, for any reason or for no reason, at any time upon fifteen (15) days' prior written notice to Parent; provided, however, that Purchasers do not have the right to unilaterally reinstitute any such Service.

(b) Either Parent or Purchasers may also terminate this Agreement if the other party breaches a material provision of this Agreement and does not cure such breach within fifteen (15) days after being given notice of the breach.

Section 5. Survival. The following obligations shall survive the termination of this Agreement: (a) the obligations of each party under Section 2, Section 3 and Section 6 and (b) Parent's right to receive compensation (with respect to amounts accrued prior to such termination) for those Services provided by Parent prior to termination of this Agreement.

Section 6. Miscellaneous.

(a) Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five (5) business days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

If to Seller, to:

Hartmarx Corporation
101 North Wacker Drive
Chicago, Illinois 60606
Facsimile: (312) 357-5321
Attention: General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Chicago, Illinois 60606
Facsimile: (312) 407-0411
Attention: L. Byron Vance III, Esq.
George Panagakis, Esq.

and if to Purchaser, to:

Emerisque Brands UK Limited
53 Davies Street
London W1K5JH
England
Facsimile: (011) 44 20 7152 6348
Attention: Ajay Khaitan, Chief Executive

Officer

and

SKNL North America, B.V.
Oudegracht 202
Alkmaar 1811 CR
The Netherlands
Facsimile: (011) 91 22 2493 1685
Attention: Anil Channa

with a copy to:

Steptoe & Johnson LLP
750 Seventh Avenue
New York, New York 10019
Facsimile: (212) 506-3950
Attention: Michael J.W. Rennock, Esq.

(b) Amendment/Waiver. This Agreement may not be amended except by an instrument in writing signed on behalf of all the parties hereto and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance.

(c) Force Majeure. The parties shall be relieved of their obligations hereunder (except for Purchasers' obligation to make certain payments to Parent pursuant to Section 2 hereof for services rendered by Parent), if and to the extent that any of the following events hinder, limit or make commercially impracticable the performance by either party of any of its obligations hereunder: act of God, war, terrorist act, civil commotion, riot, acts of public enemies, blockade or embargo, fire, explosion, lightning, casualty, accident, flood, sabotage, national defense requirements, labor trouble, strike, lockout or injunction; governmental requests, laws, regulations, orders or actions, whether valid or invalid (including, without limitation, import or export prohibitions or priorities, requisitions, allocations and price adjustment restrictions); breakage or failure of machinery or apparatus; or any other event, whether or not of the class or kind enumerated herein, beyond the control of either party such as cannot be circumvented by reasonable diligence and without unreasonable expense. The party claiming relief hereunder shall notify the other party in writing of the events causing delay or default in performance. The party failing to fulfill its obligations shall, however, take reasonable and timely steps to remove or otherwise address the impediment to action.

(d) Entire Agreement; Assignment. This Agreement (including Schedule A and the other documents and instruments referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof, including, without limitation, any transaction between or among the parties hereto and (b) shall not be assigned by operation of law or otherwise.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. Each of the parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court.

(f) Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

(g) Independent Contractors. The parties hereto are independent contractors. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the parties. Neither party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

(h) Confidentiality. Parent, Sellers and their affiliates, on the one hand, and Purchasers and their affiliates, on the other hand, will not disclose any confidential information obtained from the other as a result of the performance of the Services under this Agreement and shall treat all such information in accordance with the provisions of Section 8.2 of the Asset Purchase Agreement.

(i) Severability; Parties in Interest. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(j) Information Assistance. During the term of this Agreement, and for a period of one (1) year thereafter, each party shall maintain complete and accurate books and records relating to the Services and shall provide to the other party copies of such records as may be reasonably requested by the other party.

(k) Communication. Each of Parent and Purchasers shall designate in writing to the other party its general representative (together, the "Primary Representatives") who shall be the primary liaison between Parent and Purchasers in the implementation of this Agreement and who shall be copied on all correspondence between the parties. The Primary Representatives shall correspond regularly and in good faith to insure that, whenever possible, both parties' concerns as to the day-to-day management of the Business are acted upon and resolved to the mutual satisfaction of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of date first above written.

EMERISQUE BRANDS UK LIMITED

By: _____
Name:
Title:

SKNL NORTH AMERICA, B.V.

By: _____
Name:
Title:

HARTMARX CORPORATION

By: _____
Name:
Title:

Schedule A

SERVICES; FEES

[•]

FORM OF BIDDING PROCEDURES

**HARTMARX CORPORATION
BIDDING PROCEDURES**

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the proposed sale (the "Sale") of substantially all of the assets of Hartmarx Corporation and its subsidiaries (collectively, the "Sellers"), debtors and debtors in possession in chapter 11 cases pending in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court") (collectively, the "Debtors"). On May 31, 2009, the Sellers executed that certain Asset Purchase Agreement (as amended from time to time in accordance with the terms thereof, the "Agreement") with Emerisque Brands UK Limited and SKNL North America, B.V. (collectively, the "Purchasers"). The transaction contemplated by the Agreement is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court pursuant to sections 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code").

On May 21, 2009, the Debtors filed a Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, 6006 for (i) Entry of an Order (a) Approving Bidding Procedures; (b) Granting Certain Bid Protections; (c) Approving Form and Manner of Sale Notices; (d) Setting Sale Hearing Date in Connection with Sale of Substantially All of Debtors' Assets; and (ii) Entry of an Order (a) Approving the Sale of Debtors' Assets Free and Clear of all Liens, Claims, Encumbrances and Interests; (b) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (c) the Assumption of Certain Liabilities; (d) Authorizing the Rejection of Certain Executory Contracts; and (e) Granting Certain Related Relief (the "Sale Motion"). On June 2, 2009, the Bankruptcy Court entered an Order Under 11 U.S.C. §§ 363, And Fed. R. Bankr. P. 2002 And 9014 (I) Approving Bidding Procedures (II) Granting Certain Bid Protections, (III) Approving Form And Manner Of Sale Notices, And (IV) Setting Sale Hearing Date In Connection With Sale Of Substantially All Of Debtors' Assets (the "Bidding Procedures Order"). The Bidding Procedures Order sets June 25, 2009 as the date when the Bankruptcy Court will conduct a hearing (the "Sale Hearing") to authorize the Sellers to enter into the Agreement. All capitalized terms used but not otherwise defined in these Bidding Procedures have the meanings ascribed to them in the Agreement.

The Bidding Procedures set forth herein describe, among other things, the assets available for sale, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined herein), respectively, the coordination of diligence efforts among bidders, the receipt and negotiation of bids received, the conduct of any subsequent Auction (as defined herein), the ultimate selection of the Successful Bidder(s) (as defined herein), and the Bankruptcy Court's approval thereof (collectively, the "Bidding Process"). The Debtors will consult with, among others, the official committee of unsecured creditors (the "Creditors' Committee") and obtain the consent of the DIP Agent (as defined herein) throughout the Bidding Process in accordance with the terms and conditions hereof. In the event that the Debtors and any party disagree as to the interpretation or application of these Bidding Procedures, the Bankruptcy Court will have jurisdiction to hear and resolve such dispute.

Assets To Be Sold

The assets proposed to be sold include substantially all of the assets of the Debtors (the "Acquired Assets"). Qualified Bidders may submit a bid for (i) all of the Acquired Assets or (ii) a portion of the Acquired Assets. To the extent that a Qualified Bidder desires to bid on less than all of the Acquired Assets, the Debtors suggest, but shall not require, that such bids be for one or more of the groups of assets set forth on Appendix 1 attached hereto (each, an "Asset Group"). However, the Debtors may (i) provide priority diligence access to those Qualified Bidders bidding on less than all of the Acquired Assets who express interest in one or more of the identified Asset Groups as opposed to a portion thereof, and (ii) cease providing diligence access to such bidders for less than all of the Acquired Assets if, in the view of the Debtors (in consultation with the Creditors' Committee and with the consent of the DIP Agent), the Debtors believe such bids for less than all of the Acquired Assets will not, when combined with other bids, result in a recovery to the Debtors' estates that is equal to or greater than the All Assets Minimum Bid Amount (as defined below). A bid for less than all of the Acquired Assets may be conditioned on the bidder(s) being the Successful Bidder(s) on all or a portion of the Asset Group(s) included in its bid. However, as set forth below, when valuing any bid for less than all of the Acquired Assets, the Debtors (in consultation with the DIP Agent and the Committee) will take into account, among other things, whether the bid, when combined with other bids, equals or exceeds the All Assets Minimum Bid Amount.

"As Is, Where Is"

The sale of the Acquired Assets, or any portion thereof, will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Sellers, its agents, or estate, except, with respect to the Purchasers, to the extent set forth in the Agreement and, with respect to a Successful Bidder, to the extent set forth in the relevant purchase agreement of such Successful Bidder approved by the Bankruptcy Court.

Free Of Any And All Claims And Interests

Except to the extent otherwise set forth in the relevant purchase agreement of such Successful Bidder or ordered by the Bankruptcy Court, all of the Sellers' right, title, and interest in and to the Acquired Assets, or any portion thereof, to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests on and/or against the Acquired Assets (collectively, the "Claims and Interests"), such Claims and Interests to attach to the net proceeds of the sale of such Acquired Assets subject to prior orders of the Bankruptcy Court.

Participation Requirements

Any person who wishes to participate in the Bidding Process (a "Potential Bidder") must become a Qualified Bidder. As a prerequisite to becoming a Qualified Bidder, and in order to be given access to the data room and due diligence materials, a Potential Bidder, must, no later than June 19, 2009 (the "Initial Indication Deadline"), deliver (unless previously delivered) to the Debtors and their investment bankers at the addresses provided below:

- (a) An executed confidentiality agreement in form and substance satisfactory to the Debtors.
- (b) Current audited financial statements of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Acquired Assets, current audited financial statements of the equity holders of the Potential Bidder who must guarantee the obligations of the Potential Bidder, or such other form of financial disclosure and credit-quality support or enhancement as may be reasonably acceptable to the Debtors and their financial advisors;
- (c) A preliminary (non-binding) proposal regarding: (i) the purchase price including the purchase price floor, (ii) the assets the Potential Bidder seeks to purchase, (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the Purchase Price and the requisite deposit), (iv) any anticipated regulatory approvals required to close the transaction, the anticipated time frame, and any anticipated impediments for obtaining such approvals, (v) any conditions to closing that the Potential Bidder may wish to impose in addition to those set forth in the Agreement, (vi) the nature and extent of additional due diligence the Potential Bidder may wish to conduct and the date by which such due diligence must be completed, and (vii) the Potential Bidders' initial determination of whether it will be assuming the collective bargaining agreements; and
- (d) Sufficient information (apart from an asset purchase agreement) to permit the Debtors to determine, in their reasonable discretion, the proposed assignee's ability to comply with section 365 of the Bankruptcy Code, including providing adequate assurance of such assignee's ability to perform in the future with respect to any executory contract proposed or unexpired lease to be assumed and assigned (the "Adequate Assurance"), which, no later than June 12, 2009 for Purchasers and June 19, 2009 for all other Potential Bidders, shall be made available to any contract counterparty so requesting (by email if requested by a contract counterparty).

A Potential Bidder who delivers the documents described in the foregoing subparagraphs and whose financial information and credit-quality support or enhancement demonstrate the financial capability of such Potential Bidder to consummate (after consultation with the DIP Agent and the Committee) the Sale if selected as a Successful Bidder, and who the Debtors determine, after first consulting with the DIP Agent with respect to the qualifications concerning each such Potential Bidder, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the Sale within the time frame provided by the Agreement, will be deemed a "Qualified Bidder." The Purchasers will be deemed Qualified Bidders for purposes of the Bidding Process. As promptly as reasonably practicable after a Potential Bidder delivers all of the materials required above, the Debtors will determine in a manner not inconsistent with the DIP Agent's view, and will notify the Potential Bidder, the DIP Agent, and the Committee, whether such Potential Bidder is a Qualified Bidder.

Due Diligence

Upon satisfaction of (a) and (b) above, the Debtors will allow such potential bidder (a "Potential Qualified Bidder") to commence due diligence with respect to the Acquired Assets as described below. The Debtors will afford each Potential Qualified Bidder due diligence access to the Acquired Assets. Due diligence access may include such management presentations as may be scheduled by the Debtors, access to data rooms, on site inspections, and such other matters which a Potential Qualified Bidder may reasonably request and as to which the Debtors, in their reasonable discretion, may agree. The Debtors will designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Potential Qualified Bidders. The Debtors may, in their discretion, coordinate diligence efforts such that multiple Potential Qualified Bidders, including but not limited to the Purchasers, have simultaneous access to due diligence materials and/or simultaneous attendance at management presentations or site inspections. Neither the Debtors nor any of their representatives will be obligated to furnish any information relating to Acquired Assets to any Person other than to Potential Qualified Bidders.

Bid Deadline

A Qualified Bidder who desires to make a bid must deliver the Required Bid Documents (as defined herein) to: (i) Hartmarx Corporation, 101 N Wacker Dr., Chicago, Illinois 60606, Attn: Taras R. Proczko, (tproczko@hartmarx.com); (ii) the Debtors' investment bankers, Moelis & Company, 77 West Wacker Drive, Suite 3200, Chicago, Illinois 60601, Attn: Ken Viellieu (ken.viellieu@moelis.com); (iii) the Debtors' counsel, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2000, Chicago, Illinois 60606, Attn: George N. Panagakis, (George.Panagakis@skadden.com); (iv) counsel to the DIP Agent, Otterbourg, Steindler, Houston & Rosen, P.C., 230 Park Avenue, New York, New York, 10169, Attn: Jonathan N. Helfat (Jhelfat@oshr.com) and Daniel F. Fiorillo (Dfiorillo@oshr.com); and (v) counsel to the Creditors' Committee, Neal, Gerber & Eisenberg LLP, Two North LaSalle Street Suite 1700 Chicago, Illinois 60602-3801, Attn: Mark Berkoff, (mberkoff@ngelaw.com), so as to be received not later than 5:00 p.m. (prevailing Central time) on June 22, 2009 (the "Bid Deadline"). The Debtors shall serve a copy of all Required Bid Documents received by them to the Purchasers so as to be received by Purchasers' counsel and financial advisors on the Bid Deadline. The Debtors may extend (but are not obligated to do so) the Bid Deadline once or successively, so long as the deadlines in the Agreement are not violated or the Purchasers consent. If the Debtors extend the Bid Deadline, they will promptly notify all Qualified Bidders of such extension. As soon as reasonably practicable following receipt of each Qualified Bid, the Debtors will deliver complete copies of all items and information enumerated in the section below entitled "Bid Requirements" to Wachovia Capital Finance Corporation (Central), as agent (the "DIP Agent") for the lenders (the "DIP Lenders") under the Debtors' debtor-in-possession credit facility.

Bid Requirements

All bids must include the following documents (the "Required Bid Documents"):

- (a) A letter stating that the bidder's offer is irrevocable until the earlier of (i) two Business Days after the closing of the Sale of the applicable Acquired Assets and (ii) 45 days after the Sale Hearing.

(b) An executed copy of the Agreement, together with all schedules marked (a "Marked Agreement") to show those amendments and modifications to such Agreement and schedules that the Qualified Bidder proposes, including the Purchase Price (as defined in the Agreement).

(c) A good faith deposit (the "Good Faith Deposit") in the form of a certified bank check from a U.S. bank or by wire transfer (or other form acceptable to the Debtors in their sole discretion) payable to Hartmarx Corporation (or such other party as the Debtors may determine) in an amount equal to 5% of the proposed purchase price, which Good Faith Deposit Hartmarx Corporation (or such other party as the Debtors may determine) shall hold in a segregated escrow account for the benefit of the Debtors.

(d) Written evidence of a commitment for financing, or other evidence of ability to consummate the proposed transaction, that is satisfactory to the Debtors and their advisors.

Qualified Bids

A bid will be considered only if the bid:

(a) Is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder.

(b) Proposes a transaction on terms and conditions (other than the amount of the consideration and the particular liabilities being assumed) that the Debtors determine, in their sole discretion in consultation with the Creditors' Committee and the DIP Agent, are similar to, and are not materially more burdensome or conditional than, the terms of the Agreement.

(c) With respect to a bid for all, or substantially all, of the Acquired Assets, proposes a transaction that the Debtors determine, in their sole discretion in consultation with the Creditors' Committee and after obtaining the agreement of the DIP Agent, has a value greater than or equal to the sum of the Purchase Price, plus the amount of the Break-Up Fee and the Expense Reimbursement, plus \$1,000,000 (collectively, the "All Assets Minimum Bid Amount"). For purposes of valuing the Purchase Price set forth in the Agreement, the Debtors estimate the value of the Assumed Liabilities to be not less than \$33.5 million.

(d) With respect to a bid for less than substantially all of the Acquired Assets, proposes a transaction that, when valued in conjunction with the value that the Debtors determine they can obtain (whether through a combination of Qualified Bids or otherwise) for the Acquired Assets not included in such bid, the Debtors determine, in their sole discretion in consultation with the Creditors' Committee and after obtaining the agreement of the DIP Agent, has a value greater than or equal to the All Assets Minimum Bid Amount.

(e) Is not conditioned upon any bid protections, such as a break-up fee, termination fee, expense reimbursement, or similar type of payment.

(f) Includes an acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Marked Agreement.

(g) Includes a commitment to consummate the purchase of the applicable Acquired Assets (including the receipt of any required Governmental Approvals) within not more than fifteen days after entry of an order by the Bankruptcy Court approving such purchase.

(h) Is received by the Bid Deadline.

A bid received from a Qualified Bidder will constitute a "Qualified Bid" only if it includes all of the Required Bid Documents and meets all of the above requirements. The Agreement will be deemed a Qualified Bid for all purposes in connection with the Bidding Process, the Auction, and the Sale. A bid will be valued based upon factors that include, but are not limited to, (i) the net value provided by such bid, (ii) whether it is a bid for all, or only a portion of, the Acquired Assets, (iii) if it is a bid for only a portion of the Acquired Assets, whether the bids, when combined with other bids, will exceed the All Assets Minimum Bid Amount, (iv) whether the bid contemplates the assumption and assignment of the Debtors' collective bargaining agreement with their labor unions or otherwise provides for the employment of members of such unions and (v) the likelihood and timing of consummating such transaction (collectively, the "Bid Considerations"). Each Qualified Bid other than that of the Purchasers is referred to as a "Subsequent Bid."

Auction

If the Debtors receive one or more Qualified Bids, in addition to the Agreement, which the Debtors determine, in consultation with the Creditors' Committee and after obtaining the agreement of the DIP Agent, will provide greater value to the estate than the Agreement, the Debtors may conduct an auction (the "Auction") of the Acquired Assets upon notice to all Qualified Bidders who have submitted Qualified Bids at 10:00 a.m. (prevailing Central time) on June 24, 2009, at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Chicago, Illinois 60606 or such later time or other place as the Debtors notify all Qualified Bidders who have submitted Qualified Bids, but only with the consent of the Purchasers, in their sole discretion, in accordance with the following procedures:

(a) Only the Debtors, the Purchasers, any representative of the Creditors' Committee, any representative of the DIP Agent, any representative of the Debtors' labor unions, and any Qualified Bidder who has timely submitted a Qualified Bid will be entitled to attend the Auction, and only the Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction.

(b) At least two Business Days prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to participate in the Auction and at least one Business Day prior to the Auction, the Debtors will provide copies of the Qualified Bid or combination of Qualified Bids which the Debtors believe, subject to the terms hereof, is the highest or otherwise best offer to all Qualified Bidders who have informed the Debtors of their intent to participate in the Auction.

(c) All Qualified Bidders who have submitted Qualified Bids must be present for all Subsequent Bids with the understanding that the true identity of each bidder must be fully disclosed to all other bidders and that all material terms of each Subsequent Bid must be fully disclosed to all other bidders throughout the entire Auction. Purchasers shall be told who the other Qualified Bidders are prior to the Auction and shall have the right to bid at the Auction.

(d) The Debtors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code, or any order of the Bankruptcy Court entered in connection herewith.

(e) Bidding at the Auction will begin with the highest or otherwise best Qualified Bid or combination of Qualified Bids and continue in such minimum increments or other bid improvements as determined by the Debtors in consultation with the DIP Agent and the Creditors' Committee. For the purpose of evaluating the value of the consideration provided by Subsequent Bids (including any Subsequent Bid by Purchasers), the Debtors may give effect to, among other things, any Break-Up Fee or Expense Reimbursement that may be payable to the Purchasers under the Agreement. The Purchasers may be entitled, at their sole option and discretion, to include as part of any and all of their subsequent bids a credit for the amount of the Break-Up Fee and Expense Reimbursement. In the event that the Purchasers' Qualified Bid as evidenced in the Agreement is the highest and otherwise best Qualified Bid produced at the Auction, the DIP Lenders will not seek to exercise or otherwise invoke their rights under section 363(k) of the Bankruptcy Code to credit bid at the Auction.

Selection Of Successful Bid

At the conclusion of the Auction, or as soon thereafter as practicable, the Debtors, in consultation with the Creditors' Committee and after obtaining the agreement of the DIP Agent, will: (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including, but not limited to, those factors affecting the speed and certainty of consummating the sale, as well as the Bid Considerations; and (ii) identify the highest or otherwise best offer for the Acquired Assets received at the Auction (the "Successful Bid(s)," and the bidder(s) making such bid(s), the "Successful Bidder(s)").

The Debtors' presentation of a particular Qualified Bid to the Court for approval, other than Purchasers' Successful Bid at the direction of the DIP Agent, does not constitute the

Debtors' acceptance of the bid. The Debtors will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing.

The Sale Hearing

The Sale Hearing will be held before the Bankruptcy Court on June 25, 2009 at 2:00 p.m. (prevailing Central time), but may be adjourned or rescheduled in the Debtors' sole discretion, subject to Bankruptcy Court approval, as necessary, without further notice, by an announcement of the adjourned date at the Sale Hearing so long as the deadlines set forth in the Agreement are not violated or with the consent of the Purchasers if the Purchasers are the Successful Bidder. At the Sale Hearing, the Debtors may seek approval of the Successful Bid and an alternate bid (the "Alternate Bid" and such bidder, the "Alternate Bidder"). Following approval of the sale to the Successful Bidder, if the Successful Bidder fails to consummate the sale, then the Alternate Bid will be deemed to be the Successful Bid and the Debtors will be authorized, but not directed, to effectuate a sale to the Alternate Bidder subject to the terms of the Alternate Bid without further order of the Bankruptcy Court. The Purchasers shall have standing for all matters relating to and arising from the proposed Sale transaction, including standing at the Sale Hearing and enforcement of all orders entered by the Court relating to these Bidding Procedures, the Bidding Procedures Order and the Sale Order.

Return Of Good Faith Deposits

Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) will be held in an interest-bearing escrow account and all Qualified Bids will remain open (notwithstanding Bankruptcy Court approval of a sale pursuant to the terms of one or more Successful Bids by one or more Qualified Bidders), until the earlier of (i) two Business Days after the closing of the Sale of the applicable Acquired Assets and (ii) 45 days after the Sale Hearing (the "Return Date"). Notwithstanding the foregoing, the Good Faith Deposit, if any, submitted by the Successful Bidder, together with interest thereon, will be applied against the payment of the Purchase Price upon closing of the Sale to the Successful Bidder. If a Successful Bidder breaches its obligations under the Bidding Procedures Order or any agreement entered into with respect to its Successful Bid or fails to consummate a sale because of a breach or failure to perform on the part of such Successful Bidder, the Debtors will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder, and such Good Faith Deposit will irrevocably become property of the Debtors' estates. On the Return Date, the Debtors will return the Good Faith Deposits of all other Qualified Bidders, together with the accrued interest thereon. Notwithstanding the foregoing or anything else herein, the Purchasers' deposit obligations shall be governed by the terms of the Agreement.

Reservations Of Rights

The Debtors, after consultation with the Committee and consistent with the requirements to obtain the consent of the DIP Agent set forth elsewhere in these Bidding Procedures: (i) may determine which Qualified Bid, if any, is the highest or otherwise best offer and (ii) may reject at any time any bid that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (c) contrary to the best interests of the Debtors, their estates, their creditors, and other

parties in interest as determined by Debtors in their sole discretion. Notwithstanding the forgoing or anything else herein, (i) the Debtors may not impair or modify the Purchasers' rights and obligations under the Bidding Procedures Order or the Purchasers' right to credit the Break-Up Fee and Expense Reimbursement as part of any subsequent bids, or (ii) in the event the Debtors elect to withdraw from the Auction the Acquired Assets, cancels the Auction, and/or rejects all Qualifying Bids, the Debtors shall nonetheless be obligated to request at the Sale Hearing that the Court approve the Agreement with the Purchasers at the direction of the DIP Agent.

**FORM OF BIDDING PROCEDURES ORDER
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

In re:) Case No. 09-02046 (BWB)
) (Jointly Administered)
) Chapter 11
HARTMARX CORPORATION,)
et al.,) Hon. Bruce W. Black
)
Debtors.¹)
)
)

**ORDER (I) APPROVING BIDDING PROCEDURES, (II) GRANTING CERTAIN
BID PROTECTIONS, (III) APPROVING FORM AND MANNER OF SALE
NOTICES, AND (IV) SETTING SALE HEARING DATE IN CONNECTION
WITH SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS**

Upon the motion (the "Motion") of the Debtors for entry of orders pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, (a) (i) approving the bidding procedures set forth herein and attached hereto as Exhibit 1 (the "Bidding Procedures"), (ii) granting certain bid protections, (iii) approving the form and manner of sale notices, and (iv)

¹ The Debtors consist of: Hartmarx Corporation (FEIN: 36-3217140); Anniston Sportswear Corporation (FEIN: 63-0255951); Briar, Inc. (FEIN: 36-3295194); Chicago Trouser Company, Ltd. (FEIN: 36-3654087); C.M. Clothing, Inc. (FEIN: 62-0726470); C.M. Outlet Corp. (FEIN: 23-2079484); Consolidated Apparel Group, Inc. (FEIN: 36-4451205); Country Miss. Inc. (FEIN: 23-2159300); Country Suburbans, Inc. (FEIN: 13-2536025); Direct Route Marketing Corporation (FEIN: 36-3353564); E-Town Sportswear Corporation (FEIN: 35-1045839); Fairwood-Wells, Inc. (FEIN: 36-2793207); Gleneagles, Inc. (FEIN: 52-0382880); Handmacher Fashions Factory Outlet, Inc. (FEIN: 62-0699057); Handmacher-Vogel, Inc. (FEIN: 13-2522868); Hart Services, Inc. (FEIN: 36-3119791); Hart Schaffner & Marx (FEIN: 36-1196390); Hartmarx International, Inc. (FEIN: 36-3849547); Hickey-Freeman Co., Inc. (FEIN: 05-0522438); Higgins, Frank & Hill, Inc. (FEIN: 36-3119788); HMX Luxury, Inc. (FEIN: 36-3432123); HMX Sportswear, Inc. (FEIN: 13-2882518); Hoosier Factories, Incorporated (FEIN: 35-1103970); HSM Real Estate LLC (FEIN: 36-4421906); HSM University, Inc. (FEIN: 36-3635288); Intercontinental Apparel, Inc. (FEIN: 22-2268615); International Women's Apparel, Inc. (FEIN: 74-1312494); Jaymar-Ruby, Inc. (FEIN: 35-0392340); JRSS, Inc. (FEIN: 35-1695663); Kuppenheimer Men's Clothiers Dadeville, Inc. (FEIN: 63-0179270); Monarchy Group, Inc. (FEIN: 26-0472040); National Clothing Company, Inc. (FEIN: 13-3056089); NYC Sweaters, Inc. (FEIN: 20-5399484); 106 Real Estate Corp. (FEIN: 23-1609394); Robert Comstock Apparel, Inc. (FEIN: 82-0494113); Robert's International Corporation (FEIN: 36-3671895); Robert Surrey, Inc. (FEIN: 36-6163392); Salhold, Inc. (FEIN: 36-3806997); Seaford Clothing Co. (FEIN: 36-1692913); Simply Blue Apparel, Inc. (FEIN: 20-3583172); Society Brand, Ltd. (FEIN: 36-6114108); Sweater.com Apparel, Inc. (FEIN: 20-5300452); Tag Licensing, Inc. (FEIN: 36-2876915); Tailored Trend, Inc. (FEIN: 13-1540282); Thorngate Uniforms, Inc. (FEIN: 23-1007260); Thos. Heath Clothes, Inc. (FEIN: 36-6114533); Trade Finance International Limited (FEIN: 36-3758253); Universal Design Group, Ltd. (FEIN: 36-3758257); M. Wile & Company, Inc. (FEIN: 16-0959019); Winchester Clothing Company (FEIN: 61-0983980); Yorke Shirt Corporation (FEIN: 36-3440608); Zoocy Apparel, Inc. (FEIN: 20-5917889)

setting a sale hearing date (the "Sale Hearing") and (b) authorizing and approving (i) the sale (the "Sale") of substantially all of the Debtors' assets (the "Acquired Assets"), free and clear of liens, claims, encumbrances, and interests to Emerisque Brands UK Limited and SKNL North America, B.V. (collectively, the "Purchasers") pursuant to the Asset Purchase Agreement (as amended from time to time, the "Agreement")², dated June 1, 2009, by and between Hartmarx Corporation and certain of its subsidiaries named in the Agreement (collectively, the "Sellers") and the Purchasers or to the Successful Bidder (as hereinafter defined) submitting a higher or otherwise better bid, (ii) the assumption and assignment of certain prepetition executory contracts and unexpired leases (the "Assumed Contracts") and the assignment of certain postpetition executory contracts and unexpired leases (the "Postpetition Contracts," and collectively with the Assumed Contracts, the "Assigned Contracts") to the Purchasers or the Successful Bidder, (iii) the assumption of certain liabilities (the "Assumed Liabilities") by the Purchasers or the Successful Bidder, and (iv) the rejection of certain executory contracts; and the Court having reviewed the Motion and having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that notice of the Motion was good and sufficient under the particular circumstances and that no other or further notice need be given; and after hearing the statements, arguments and representation of counsel and all persons who desired to be heard at the hearing on the Motion; and after due deliberation thereon and after considering such other and further matters as the Court deemed appropriate; and good and sufficient cause appearing therefor,

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

IT IS HEREBY FOUND AND DETERMINED THAT:³

- A. The Court has jurisdiction over this matter and over the property of the Debtors and their respective bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.
- B. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (O).
- C. The relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and other parties-in-interest.
- D. The notice of the Motion and the hearing on the Motion, including notice of the hearing on the Bidding Procedures, the Auction and the Sale Hearing, assumption and/or assignment of the Assignment Contracts and Cure Amounts, and the rejection or termination of the Rejected Contracts given by the Debtors constitutes due, sufficient, and timely notice thereof.
- E. The Debtors have articulated good and sufficient reasons for the Court to (i) approve the Bidding Procedures, (ii) grant certain bid protections as provided in the Agreement and in this order, (iii) approve the manner of notice of the Motion, the Sale Hearing, and the assumption and/or assignment of the Assigned Contracts, (iv) approve the form of notice of the Motion and the Sale Hearing to be distributed to parties-in-interest, including prospective bidders, (v) approve the form of notice of the Cure Amounts (as defined below) and the assumption and assignment of the Assumed Contracts to be filed with the Court and served on parties to each Assumed Contract, and (vi) set the Sale Hearing.
- F. The Break-Up Fee and the Expense Reimbursement shall be paid in accordance with the terms, conditions, and limitations of the Agreement (together, the "Bid

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

Protections"), and (i) if triggered, shall be deemed an actual and necessary cost and expense of preserving the Debtors' estates, within the meaning of sections 503 and 507(b) of the Bankruptcy Code and are entitled to the super-priority provided thereunder, (ii) are of substantial benefit to the Debtors' estates, (iii) are reasonable and appropriate, including in light of the size and nature of the Sale and the efforts that have been and will be expended by the Purchasers notwithstanding that the proposed Sale is subject to higher or better offers for the Acquired Assets, (iv) were negotiated by the parties at arms' length and in good faith, and (v) are necessary to ensure that the Purchasers will continue to pursue their proposed acquisition of the Acquired Assets. The Bid Protections were a material inducement for, and condition of, the Purchasers' entry into the Agreement. The Purchasers are unwilling to commit to hold open their offer to purchase the Acquired Assets under the terms of the Agreement unless they are assured of payment of the Bid Protections. Thus, assurance to the Purchasers of payment of the Bid Protections promoted more competitive bidding by inducing the Purchasers to hold their bid open. Without the Bid Protections, other bidding would have been limited. Further, because the Bid Protections induced the Purchasers to research the value of the Acquired Assets and to submit a bid that will serve as a minimum or floor bid on which other bidders can rely, the Purchasers have provided a benefit to the Debtors' estates by increasing the likelihood that the price at which the Acquired Assets are sold will reflect their true worth. Finally, absent authorization of the Bid Protections, the Debtors may lose the opportunity to obtain the highest or otherwise best available offer for the Acquired Assets.

G. The Bidding Procedures are reasonable and appropriate and represent the best method for maximizing the realizable value of the Acquired Assets.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

Bidding Procedures

1. The Bidding Procedures, as amended and as set forth on Exhibit 1 attached hereto and incorporated herein by reference as if fully set forth herein, are hereby approved and shall govern all proceedings relating to the Agreement and any subsequent bids for the Acquired Assets in these cases, and the Auction, if applicable.

Sale Hearing

2. The Court shall hold a Sale Hearing on June 25, 2009 at 2:00 p.m. (prevailing Central time), at which time the Court shall consider the remainder of the Motion not approved by this Order, approve the Successful Bidder, and confirm the results of the Auction, if any. Objections to the Motion (other than as it relates to the Auction), if any, shall be filed and served no later than 4:00 p.m. (prevailing Central time) on June 19, 2009 (the "Objection Deadline") on the following: (i) Hartmarx Corporation, 101 North Wacker Drive, Chicago, Illinois (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: George Panagakis and Eric Howe), (iii) counsel for the DIP Agent, Otterbourg, Steindler, Houston & Rosen, P.C., 230 Park Ave., New York, New York 10169 (Att'n: Jonathan Helfat and Daniel Fiorillo), (iv) counsel for the Creditors' Committee, Neal, Gerber, & Eisenberg LLP, 2 North LaSalle Street, Suite 1700, Chicago, Illinois 60602 (Att'n: Mark Berkoff and Tom Wolford), (v) counsel for the Purchasers, Steptoe & Johnson LLP, 750 Seventh Avenue, New York, New York 10019 (Att'n: Michael Rennock) and Steptoe & Johnson LLP, 2121 Avenue of the Stars, Suite 2800, Los Angeles, California 90067 (Att'n: Robbin L. Itkin and Kelly K. Frazier), and (vi) the Office of the United States Trustee for the Northern District of Illinois, 219 South Dearborn,

Room 873, Chicago, Illinois 60604 (Att'n: Gretchen Silver) (collectively, the "Notice Parties"). Objections, if any, related to the Auction or anything transpiring after June 19, 2009, including the selection of a Successful Bidder other than the Purchasers shall be filed and served no later than 11:00 a.m. (prevailing Central time) on June 25, 2009 on the Notice Parties and may be presented at the Sale Hearing.

3. The failure of any objecting person or entity to timely file and serve its objection by the Objection Deadline shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, the Sale, or the Debtors' consummation and performance of the Agreement (including the transfer of the Acquired Assets and Assigned Contracts free and clear of liens, claims, interests, encumbrances (and in the case of Assumed Contracts, defenses)).

4. The Sale Hearing, or any portion thereof, such as with respect to the proposed assumption and assignment of a particular executory contract, may be adjourned by the Debtors from time to time without further notice to creditors or parties-in-interest other than by announcement of the adjournment in open court or on the Court's calendar on the date scheduled for the Sale Hearing or any adjourned date so long as the deadlines set forth in the Agreement are not violated or with the consent of the Purchasers if the Purchasers are the Successful Bidder.

Bid Protections

5. Subject to delivery by the Purchasers to the Sellers of all Financing Commitment Letters related to the Financing, the Bid Protections are hereby approved, and any and all objections to the Bid Protections that were not consensually resolved at or before the Hearing are hereby overruled.

6. The Debtors shall timely pay the Break-Up Fee and the Expense Reimbursement to the Purchasers in accordance with the Agreement. The Debtors' obligation to pay the Break-Up Fee and the Expense Reimbursement, as provided in the Agreement, shall survive termination of the Agreement and, until paid in accordance with the Agreement, shall constitute a superpriority administrative expense claim in favor of the Purchasers. The Debtors shall be authorized to pay the Break-Up Fee and Expense Reimbursement to the Purchasers in accordance with the terms of the Agreement without further order of the Court. The Break-Up Fee and the Expense Reimbursement shall be paid, to the extent triggered in accordance with the Agreement, out of Sellers' cash or other collateral securing the Sellers' obligations to the lenders under the Debtors' debtor-in-possession credit facility (the "DIP Lenders") (prior to any recovery by such DIP Lenders) pursuant to Section 364(c)(1) of the Bankruptcy Code, shall be free and clear of all Encumbrances and other interests, shall be deemed an authorized and approved expenditure in the DIP Budget and the DIP Lenders shall be deemed to have consented to the priority and payment of the Break-Up Fee and the Expense Reimbursement, and to the Bid Protections, as set forth herein.

Notice

7. Notice of (i) the Motion, including the proposed Sale of the Acquired Assets to the Purchasers, (ii) the Sale Hearing, the Bid Deadline, and the Auction, and (iii) the proposed assumption and assignment of the Assumed Contracts to the Purchasers pursuant to the Agreement or to a Successful Bidder including notice of the Cure Amounts (and any deadlines for objections associated therewith) shall be good, sufficient, and timely notice, and no other or further notice shall be required, if notice is given as follows:

(a) Notice Of Sale Hearing. On or before June 5, 2009 (the "Mailing Date"), the Debtors (or their agent) shall serve the notice substantially in the form attached hereto as Exhibit 2 (the "Sale Notice") along with the Motion, the Agreement, the proposed Sale Approval Order, the Bidding Procedures, and a copy of the Bidding Procedures Order by first-class mail, postage prepaid, upon (i) all parties to the Assigned Contracts, (ii) all parties that have requested special notice in these Chapter 11 Cases; (iii) the Office of the United States Trustee for the Northern District of Illinois (iv) the Pension Benefit Guaranty Corporation; (v) the Sellers' labor unions; (vi) counsel for the official committee of unsecured creditors appointed in these Chapter 11 Cases; (vii) counsel for Wachovia; (viii) the Purchasers and counsel for Purchasers; (ix) all entities known to have expressed an interest in a transaction with respect to any of the Acquired Assets during the past year from the Effective Date of the Agreement; (x) those persons filing notices of appearance or requests for notice under Bankruptcy Rule 2002 in these Chapter 11 Cases; (xi) all Governmental Entities and taxing authorities having or asserting jurisdiction over Sellers or any of the Acquired Assets (including the Internal Revenue Service, the United States Department of Justice, the United States Attorney Office for Northern District of Illinois, and the Securities and Exchange Commission); (xiii) all parties asserting Encumbrances on any of the Acquired Assets, including, but not limited to, Hibernian Direct, LLC; and (xiv) the counterparties to the Rejected Contracts. In addition, by the Mailing Date, the Debtors (or their agent) shall serve the Sale Notice only upon all parties identified as creditors set forth on Schedules D through H of each of the Sellers' Schedules of Statements and Liabilities.

(b) Cure Notice. On or before the Mailing Date, the Debtors shall file with the Court and serve on each non-Debtor party to an Assumed Contract a cure notice substantially in the form attached hereto as Exhibit 3 (the "Cure Notice"); provided, however, that with respect to any Assumed Contracts with Western Glove Works or Burberry Limited (collectively, the "Objecting Counterparties"), the Debtors shall file and serve such Cure Notice on or before June 3, 2009. The Cure Notice shall state the cure amount that the Debtors believe is necessary to assume such contract or lease pursuant to section 365 of the Bankruptcy Code (the "Cure Amount") and notify each party that such party's contract or lease will be assumed and assigned to the Purchasers or a Successful Bidder to be identified at the conclusion of the Auction. Each non-Debtor party to the Assumed Contracts shall have until June 19, 2009 to object to the Cure Amount and must state in its objection with specificity what Cure Amount is required (with appropriate documentation in support thereof). If no objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling, notwithstanding anything to the contrary in any Assumed Contract, or any other document, and the non-Debtor party to the Assumed Contract shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims as to such Assumed Contract against the Debtors, the Purchasers, or the Successful Bidder, or the property of any of them. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy Code, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors or by the objecting counterparty. At the Purchasers' or the Successful Bidders' discretion, and provided the Purchasers or the Successful Bidder escrow the disputed portion of the Cure Amount, the hearing regarding the Cure Amount may be continued until after the Closing Date and the Assumed Contract(s) subjected to such Cure Amount shall be assumed and assigned to the Purchasers or the Successful Bidder at Closing.

(c) Assumption/Assignment Notice For Purchasers. On or before the Mailing Date, the Debtors shall file with the Court and serve on all non-Debtor parties to the Assigned Contracts a notice (the "Purchasers' Assumption/ Assignment Notice"), substantially in the form of the notice attached hereto as Exhibit 4, identifying the Purchasers as the party which will be assigned all of the Debtors' right, title, and interest in the Assigned Contracts, subject to completion of the bidding process provided under the Bidding Procedures; provided, however, that with respect to any Assigned Contracts with the Objecting Counterparties, the Debtors shall file and serve such Purchasers' Assumption/Assignment Notice on or before June 3, 2009. The non-Debtor party to an Assigned Contract shall have until June 19, 2009 to object to the proposed assumption and assignment to the Purchasers and shall state in its objection, with specificity, the legal and factual basis of its objection. If no objection is timely received, the non-Debtor party to the Assigned Contract shall be deemed to have consented to the assumption and assignment of the Assumed Contract to the Purchasers and shall be forever barred from asserting any objection with regard to the assumption and assignment.

(d) Assumption/Assignment Notice For Qualified Bidders. On or before the Initial Indication Deadline, the Debtors shall cause a notice (the "Qualified Bidder Assumption/Assignment Notice"), substantially in the form of the notice attached hereto as Exhibit 5, to be sent to each non-Debtor party to an Assigned Contract identifying all Qualified Bidders (except the Purchasers, which notice shall be governed by the Purchasers Assumption/Assignment Notice set forth above), which notice shall be served via e-mail to Objecting Counterparties so requesting. The non-Debtor party to an Assigned Contract shall have until June 24, 2009 at 4:00 p.m. (prevailing Central time) to object to the proposed assumption and assignment to any Qualified Bidder and shall state in its objection, with specificity, the legal and factual basis of its objection. If no objection is timely received, the non-Debtor party to the Assigned Contract shall be deemed to have consented to the assumption and assignment of the Assigned Contract to any Qualified Bidder and shall be forever barred from asserting any objection with regard to the assumption and assignment.

(e) Publication Notice. On or before the Mailing Date, or as soon thereafter as is practicable, the Debtors shall cause notice substantially in the form of the Sale Notice to be published in any newspapers and other publications determined by the Debtors to be advisable.

8. Notwithstanding rules 6004(h), 6006(d), 7062, or 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") or any other Bankruptcy Rule or rule 62(a) of the Federal Rules of Civil Procedure, this order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution of this order.

9. Except with respect to consenting to the payment of the Break-Up Fee and the Expense Reimbursement in accordance with the terms of the Agreement, nothing in this

Order or otherwise (a) shall or shall be deemed to waive, modify, prejudice, limit or impair the rights, claims, liens or interests of Wachovia and the DIP Lenders under the DIP Order and the DIP Financing or (b) shall or shall be deemed to waive, modify, prejudice, limit or impair the rights, claims, liens or interests of GE Commercial Finance Business Properties a/k/a General Electric Capital Business Asset Funding Corporation ("GE") including, but not limited to (i) GE's right to object to the sale of any asset on which GE has a lien; and/or (ii) GE's right to submit a credit bid in relation to any asset upon which GE has a lien.

10. To the extent the lease for the real property located at 114 Oak Street, Chicago, Illinois (the "Oak Street Lease") is an Assumed Contract, Hibernian Direct, LLC ("Hibernian") shall be: (a) served with the Cure Notice, the Purchasers' Assumption/Assignment Notice, and the Qualified Bidder Assumption/Assignment Notice pertaining to the Oak Street Lease at the times and manner (including via email where applicable) provided in sub-paragraphs 7(b), (c) and (d) for service of same upon the respective non-Debtor party to an Assumed Contract; and (b) entitled to object to any cure amount for, or assumption/assignment of, the Oak Street Lease, based upon Hibernian's asserted claims, at the times and in the manner provided in sub-paragraphs 7(b), (c) and (d) for the respective non-Debtor party to an Assumed Contract; provided, however, nothing in this Order shall waive or otherwise impair any rights that the Debtors may otherwise have to challenge Hibernian's (y) standing to object to any cure amount for, or assumption/assignment of, the Oak Street Lease and (z) claims against the Debtors, including any mechanic's lien claims.

11. This order shall be binding upon any subsequent trustee appointed in these Chapter 11 Cases or any subsequent chapter 7 cases.

12. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this order.

Dated: _____, 2009

UNITED STATES BANKRUPTCY JUDGE

HARTMARX - U.S.
 THE LARGEST 15 PIECE GOODS/FINISHED GOODS SUPPLIERS (2)
 As of 11/30/2008

	Amount	Terms as of 5/21/09
1 Shina	11,753,200	Net 7 (3)
2 Warren Corp	7,594,348	CIA
3 HMS International	5,488,616	CIA
4 Woo Yang	4,993,025	45 days
5 Project Art / MXF Designs Inc.	3,765,586	COD (3)
6 Sinoer Menswear Co. LTD	3,225,100	30 days
7 William Gilbey Inc	2,800,240	60 days
8 PT Trimas Sarana GMT	2,574,500	Upon Receipt of Invoice (3)
9 Bianca Fashion H.K.	2,284,239	65% Dep/35% Due on Shipping (1) (3)
10 Hong Kong Knitters	2,270,436	CIA
11 Latemar SRL	2,151,870	Net 30
12 Beijing Rontex-Pukun	2,061,000	Upon Receipt of Invoice (3)
13 Franky & Ricky	1,942,584	Net 30
14 Textile Import	1,872,490	CIA
15 Wayfoon	1,784,372	65% Dep/35% Due on Shipping (3)

Note (1): No longer doing business with the company
 Note (2): Certain other suppliers have discontinued business with the Company due to Ch.11 proceedings
 Note (3): Remittances generally exceed 7 days from receipt of invoice.

EXHIBIT M

Title: Junior Subordinated Secured Note due 2014 (the "Junior Secured Note")

Principal: \$5.5 million

Maturity: 5 years from closing

Coupon: 3% pay-in-kind

Ranking: Subordinate in all respects, including payment (except as set forth below), and exercise of remedies, to Company's obligations to the Company's senior secured lenders (the "Senior Secured Lenders") (Senior Secured Lenders are the lenders that are secured by a first lien on all assets of the Company, including inventory, accounts receivable, intellectual property, property, plant and equipment, etc.)

Security: Holder of Junior Secured Note will have a first lien on the assets generally identified below (the "Junior Assets"):

- (i) Cape Girardeau factory
- (ii) Rock Island factory
- (iii) Easton distribution center
- (iv) Rector factory

Repayment: The Junior Secured Note will be repaid as follows (up to the principal amount, including paid-in-kind interest):

- (i) Net cash realized upon the sale, transfer, sale and leaseback or other disposition (collectively, a "Disposition") of the Junior Assets; and the Company shall use its commercially reasonable efforts to commence the Disposition process with respect to certain of the Junior Assets within three months of closing; and
- (ii) A repayment based on Free Cash Flow that will be paid annually in years 4 and 5 after receipt of audited financial statements for the Company's 3rd and 4th fiscal years following the closing. Upon receipt of the audited financial statements for such 3rd and 4th fiscal years, and a certificate of the Company evidencing compliance by the Company with all of the covenants contained in the Company's credit facility with the Senior Secured Lenders, the Company will pay the lesser of (x) \$2 million and (y) 7.5% of the Company's Free Cash Flow for each such year to the holder of the Junior Secured Note. Free Cash Flow will be defined as actual EBITDA of the Company less, without duplication, capital expenditures, interest, principal and any other amounts paid on Senior Secured Lenders' obligations, and Taxes, in each case to the extent such items are paid in cash.

Financial
Covenants: None

EXHIBIT N

FORM OF WOOL REFUND PAYMENTS LETTER

[Hartmarx letterhead]

_____, 2009

Ms. Sharon Taylor
U.S. Customs and Border Protection
1400 L Street, N.W.
Washington, DC 20029

Dear Ms. Taylor:

Hartmarx Corporation (the "Company") has been a recipient of refund checks from the Wool Trust Fund pursuant to Section 505 of Trade and Development Act of 2000 (Public Law 106-200), Title IV of the Miscellaneous Trade and Technical Corrections Act of 2004 (Public Law 107-210), Section 1633 of the Pension Protection Act of 2006 (Public Law 109-280), and Section 325 of the Tax Extenders and Alternative Minimum Tax Relief Act of 2008 (Division C of Public Law 110-343). Pursuant to the sale of its assets under Chapter 11 of the U.S. Bankruptcy Code, the Company has assigned the status of successor-in-interest to [_____] for the purpose of applying for and receiving future wool refund checks as the successor manufacturer and consistent with section 4002(c)(4) of the Miscellaneous Trade and Technical Corrections Act of 2004 (P.L. 108-429). As a result of the foregoing, the Company is not assigning the right to claim refunds under this program to any other manufacturer.

We urge U.S. Customs and Border Protection to recognize [_____] as the successor-in-interest for purposes of future wool refund payments.

Sincerely,

Hartmarx Corporation

By: _____
Name:
Title: