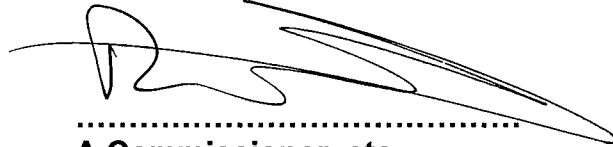


**THIS IS EXHIBIT "K" TO THE
AFFIDAVIT OF RICHARD SEXTON
SWORN BEFORE ME THIS 10th
DAY OF JUNE, 2009.**

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a long, sweeping horizontal line that tapers to a point on the right.

.....
A Commissioner, etc.

**RESOLUTIONS OF THE SOLE SHAREHOLDER
OF**

**COPPLEY APPAREL GROUP LIMITED
(the "Corporation")**

Asset Purchase Agreements

WHEREAS on January 23, 2009, the sole shareholder of the Corporation, Hartmarx Corporation ("**Hartmarx**"), a Delaware corporation, concurrently with fifty of its subsidiaries, filed a voluntary petition for relief commencing a case under chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "**U.S. Proceedings**");

AND WHEREAS the Corporation is party to an Asset Purchase Agreement dated the 29th day of May, 2009, between Hartmarx and certain of its subsidiaries including the Corporation as the Sellers and Emerisque Brands UK Limited and SKNL North America, B.V. as the Buyers (the "**Original Agreement**"), as amended by Amended and Restated Asset Purchase Agreement dated the 1st day of June, 2009 (the "**Amending Agreement**");

AND WHEREAS it is desirable and in the best interests of the Corporation, its creditors, its shareholders and other interested parties that the Corporation run a separate sale process to sell certain of the assets of the Corporation (the "**Sale**") under the *Companies' Creditors Arrangement Act* (the "**Bankruptcy Act**").

AND WHEREAS the Corporation wishes to enter into an asset purchase agreement (the "**Canadian Purchase Agreement**") dated as of the ____ day of June, 2009, between the Corporation (the "**Seller**") and Emerisque Brands UK Limited and SKNL North America, B.V. (the "**Buyers**"), under which the Corporation agrees to sell to the Buyers, the Canadian Acquired Assets (as defined in the Canadian Purchase Agreement) conditional, *inter alia*, on the Buyers being the successful bidder under the Canadian Sale Process (as defined in the Canadian Purchase Agreement) and approval by the Ontario Superior Court of Justice (the "**Bankruptcy Court**");

AND WHEREAS the sale of the Canadian Acquired Assets pursuant to the Canadian Purchase Agreement represents the sale of all or substantially all the property of the Corporation other than in the ordinary course of business of the Corporation pursuant to Section 184(3) of the *Business Corporations Act* (Ontario).

NOW THEREFORE BE IT RESOLVED THAT:

1. The sole Shareholder hereby confirms, approves and ratifies the execution and delivery by the Corporation of the Original Agreement and the Amending Agreement.
2. The sole Shareholder hereby approves the Sale, on the terms and subject to the conditions set forth in the Original Agreement, Amending Agreement and Canadian Agreement (together the "**Purchase Agreements**"), as applicable.
3. The form, terms and conditions of (i) Purchase Agreements and (ii) all other agreements and transactions that are contemplated by the Purchase Agreements or required in order

to carry out its intent (the documents set forth in (i) and (ii) above being hereinafter referred to collectively as the "**Transaction Documents**"), and the consummation of the transactions contemplated thereby, be, and hereby are, approved and adopted in all respects.

4. Any director or officer of the Corporation, together with any other person or persons hereafter designated by the sole shareholder of the Corporation, or any one of such persons (each, individually, an "**Authorized Person**," and, individually and collectively, the "**Authorized Persons**") be, and each of them, with full authority to act without the others, hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to negotiate, execute, deliver and perform, in the name and on behalf of the Corporation, the Transaction Documents, with such deletions or changes therein or additions thereto as the Authorized Person executing the same deems reasonable, necessary, appropriate or advisable, his or her execution and delivery thereof to be conclusive evidence of the approval by him or her of such deletions or changes therein or additions thereto.
5. The Authorized Persons be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, with the assistance of counsel, to prepare, execute and file, or cause to be prepared, executed and filed all motions, reports, schedules, statements, consents, documents and information required to be filed by the Corporation under the Bankruptcy Act and the rules and regulations promulgated thereunder in connection with the transactions contemplated by the Purchase Agreements and any and all of the Transaction Documents, including, without limitation, any motion(s) necessary to obtain Bankruptcy Court approval of the Purchase Agreements and the Sale, and all other reports, schedules, statements, consents, documents and information as the Authorized Persons shall deem necessary or appropriate in order to comply with the Bankruptcy Act in such form as the Authorized Person executing the same shall approve, such approval to be conclusively established by his execution thereof.
6. The Authorized Persons be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to prepare or cause to be prepared and to execute, verify and file such other forms, schedules, statements, reports, documents, powers or amendments thereto that, in the judgment of the Authorized Person taking such action, are necessary, appropriate or advisable in order to comply with any requirements of, or to obtain any order, approval or certificate of, or from, any federal, provincial, local or foreign government or any office, agency or entity thereof, in connection with the transactions contemplated by the Purchase Agreements and the Transaction Documents, and to execute any and all required notifications, applications, reports, consents or other instruments or any amendments thereto with any and all appropriate federal, provincial, local and foreign government or any office, agency or entity thereof.
7. The Authorized Persons be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take all such action to obtain any authorizations, consents, waivers or approvals of any third party that such director or officer of the Corporation deems necessary, appropriate or advisable in order to effect the transactions contemplated by the Purchase Agreements and the Transaction Documents.

Fees and Expenses

7. The Authorized Persons be, and each of them hereby is, authorized, empowered, and directed, in the name and on behalf of the Corporation, to pay all necessary and reasonable fees and expenses incurred in connection with the transactions contemplated by the Transaction Documents, including, without limitation, all fees and expenses of the Corporation's financial advisors and legal counsel and filing fees to be made in favour of any governmental agency and to make such other payments as any such director or officer of the Corporation shall deem to be necessary, appropriate or advisable, such payments to be conclusive evidence of such Authorized Person's determination.


General

8. In addition to the specific authorizations set forth in the foregoing resolutions, the Authorized Persons be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take or cause to be taken any and all such further actions, to execute and deliver or cause to be executed and delivered all such other documents, certificates, instruments and agreements, to make such filings, in the name and on behalf of the Corporation, to incur and pay any or all such amounts, fees and expenses and to engage in any or all such acts as they shall in their judgment determine to be necessary, appropriate or advisable to carry out fully the intent and purposes of the foregoing resolutions, and the execution by any of such directors or officers of any such documents, certificates, instruments or agreements or the payment of any such amounts, fees and expenses or the doing by any of them of any act in connection with the foregoing matters shall be conclusive evidence of their authority therefor and the approval of the documents, certificates, instruments and agreements so executed, the amounts, fees and expenses so paid, the filings so made and the actions so taken.
9. Any and all actions heretofore taken by a director or officer of the Corporation in connection with any matter referred to in any of the foregoing resolutions are hereby approved, ratified and confirmed in all respects as the acts and deeds of the Corporation as fully as if such actions had been presented to the sole shareholder of the Corporation for its approval prior to such actions having been taken.

These resolutions are consented to by the sole shareholder of the Corporation, pursuant to Section 104 of the *Business Corporations Act* (Ontario), as evidenced by the signature below.

DATED the _____ day of June, 2009.

HARTMARX CORPORATION



Name: Taras R. Proszko
Title: Sr. Vice-President