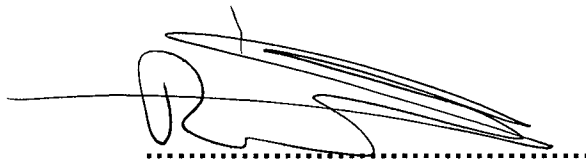


**THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF RICHARD SEXTON
SWORN BEFORE ME THIS 10th
DAY OF JUNE, 2009.**

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;

