UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended August 1, 2009 or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________

Commission file number 1-16097

THE MEN'S WEARHOUSE, INC.

(Exact Name of Registrant as Specified in its Charter)

Texas	**74-1790172**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)
6380 Rogerdale Houston, Texas	**77072-1624**
(Address of Principal Executive Offices)	(Zip Code)

(281) 776-7000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑. No ☐.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐. No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐. No ☑.

The number of shares of common stock of the Registrant, par value $.01 per share, outstanding at September 4, 2009 was 52,170,760 excluding 18,111,602 shares classified as Treasury Stock.

REPORT INDEX

Forward-Looking and Cautionary Statements

Certain statements made in this Quarterly Report on Form 10-Q and in other public filings and press releases by the Company contain "forward-looking" information (as defined in the Private Securities Litigation Reform Act of 1995) that involves risk and uncertainty. These forward-looking statements may include, but are not limited to, references to future capital expenditures, acquisitions, sales, earnings, margins, costs, number and costs of store openings, demand for clothing, market trends in the retail clothing business, currency fluctuations, inflation and various economic and business trends. Forward-looking statements may be made by management orally or in writing, including, but not limited to, Management's Discussion and Analysis of Financial Condition and Results of Operations included in this Quarterly Report on Form 10-Q and other sections of our filings with the Securities and Exchange Commission under the Securities Exchange Act of 1934 and the Securities Act of 1933.

Forward-looking statements are not guarantees of future performance and a variety of factors could cause actual results to differ materially from the anticipated or expected results expressed in or suggested by these forward-looking statements. Factors that might cause or contribute to such differences include, but are not limited to, actions by governmental entities, domestic and international economic activity and inflation, our successful execution of internal operating plans and new store and new market expansion plans, including successful integration of acquisitions, performance issues with key suppliers, disruption in buying trends due to homeland security concerns, severe weather, foreign currency fluctuations, government export and import policies, aggressive advertising or marketing activities of competitors and legal proceedings. Future results will also be dependent upon our ability to continue to identify and complete successful expansions and penetrations into existing and new markets and our ability to integrate such expansions with our existing operations. Refer to "Risk Factors" in our Annual Report on Form 10-K for the year ended January 31, 2009 for a more complete discussion of these and other factors that might affect our performance and financial results. These forward-looking statements are intended to relay the Company's expectations about the future, and speak only as of the date they are made. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

PART I. FINANCIAL INFORMATION
ITEM 1 — CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
GENERAL INFORMATION

The condensed consolidated financial statements herein include the accounts of The Men's Wearhouse, Inc. and its subsidiaries and have been prepared without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. As applicable under such regulations, certain information and footnote disclosures have been condensed or omitted. We believe that the presentation and disclosures herein are adequate to make the information not misleading, and the condensed consolidated financial statements reflect all elimination entries and normal adjustments which are necessary for a fair statement of the results for the three and six months ended August 1, 2009 and August 2, 2008.

Our business historically has been seasonal in nature, and the operating results of the interim periods presented are not necessarily indicative of the results that may be achieved for the full year. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements for the year ended January 31, 2009 and the related notes thereto included in the Company's Annual Report on Form 10-K for the year then ended filed with the SEC.

Unless the context otherwise requires, "Company", "we", "us" and "our" refer to The Men's Wearhouse, Inc. and its subsidiaries.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)

	August 1, 2009 (Unaudited)	August 2, 2008 (Unaudited)	January 31, 2009
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 144,449	$ 119,248	$ 87,412
Short-term investments	19,490	—	17,121
Accounts receivable, net	17,129	19,047	16,315
Inventories	430,777	457,212	440,099
Other current assets	51,876	59,012	70,668
Total current assets	663,721	654,519	631,615
PROPERTY AND EQUIPMENT, net	375,595	400,791	387,472
TUXEDO RENTAL PRODUCT, net	107,848	90,860	96,691
GOODWILL	59,266	61,538	57,561
OTHER ASSETS, net	16,466	25,351	14,391
TOTAL	$1,222,896	$1,233,059	$1,187,730
LIABILITIES AND SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	$ 78,918	$ 102,780	$ 108,800
Accrued expenses and other current liabilities	115,488	118,113	111,404
Income taxes payable	19,276	9,347	19
Total current liabilities	213,682	230,240	220,223
LONG-TERM DEBT	43,161	84,221	62,916
DEFERRED TAXES AND OTHER LIABILITIES	63,289	67,320	62,443
Total liabilities	320,132	381,781	345,582
COMMITMENTS AND CONTINGENCIES (Note 3 and Note 11)			
SHAREHOLDERS' EQUITY:			
Preferred stock	—	—	—
Common stock	703	698	700
Capital in excess of par	319,029	308,670	315,404
Retained earnings	961,670	915,541	924,288
Accumulated other comprehensive income	33,988	38,905	14,292
Total	1,315,390	1,263,814	1,254,684
Treasury stock, at cost	(412,626)	(412,536)	(412,536)
Total shareholders' equity	902,764	851,278	842,148
TOTAL	$1,222,896	$1,233,059	$1,187,730

See Notes to Condensed Consolidated Financial Statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands, except per share data)
(Unaudited)

	For the Three Months Ended		For the Six Months Ended	
	August 1, 2009	August 2, 2008	August 1, 2009	August 2, 2008
Net sales:				
Clothing product	$ 364,302	$ 386,108	$ 723,364	$ 774,599
Tuxedo rental services	129,567	127,453	200,986	197,647
Alteration and other services	32,339	31,728	65,992	64,139
Total net sales	526,208	545,289	990,342	1,036,385
Cost of sales:				
Clothing product, including buying and distribution costs	170,187	172,474	337,644	340,965
Tuxedo rental services	21,475	20,802	33,507	33,367
Alteration and other services	23,690	25,204	47,780	49,935
Occupancy costs	73,068	73,766	145,634	147,320
Total cost of sales	288,420	292,246	564,565	571,587
Gross margin	237,788	253,043	425,777	464,798
Selling, general and administrative expenses	173,896	198,886	353,109	395,536
Operating income	63,892	54,157	72,668	69,262
Interest income	231	694	489	1,515
Interest expense	(231)	(1,040)	(649)	(2,639)
Earnings before income taxes	63,892	53,811	72,508	68,138
Provision for income taxes	24,407	20,986	27,767	25,370
Net earnings	$ 39,485	$ 32,825	$ 44,741	$ 42,768
Net earnings per common share: (Note 2)				
Basic	$ 0.75	$ 0.64	$ 0.85	$ 0.83
Diluted	$ 0.75	$ 0.63	$ 0.85	$ 0.82
Weighted average common shares outstanding: (Note 2)				
Basic	52,112	51,639	52,004	51,555
Diluted	52,255	51,862	52,105	51,863
Cash dividends declared per common share	$ 0.07	$ 0.07	$ 0.14	$ 0.14

See Notes to Condensed Consolidated Financial Statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	For the Six Months Ended	
	August 1, 2009	August 2, 2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	$ 44,741	$ 42,768
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	43,881	46,925
Tuxedo rental product amortization	22,089	21,819
Loss on disposition of assets	1,750	361
Deferred rent expense	892	2,284
Share-based compensation	5,159	4,732
Deferred tax benefit	(8,135)	(2,771)
Increase in accounts receivable	(631)	(956)
Decrease in inventories	15,460	33,276
Increase in tuxedo rental product	(30,816)	(29,195)
Decrease in other assets	24,755	2,693
Decrease in accounts payable, accrued expenses and other current liabilities	(27,682)	(36,734)
Increase in income taxes payable	19,942	1,709
Decrease in other liabilities	(1,276)	(1,304)
Net cash provided by operating activities	110,129	85,607
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(28,757)	(49,524)
Proceeds from sales of available-for-sale investments	—	59,921
Other investing activities	—	12
Net cash provided by (used in) investing activities	(28,757)	10,409
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of common stock	1,051	1,181
Proceeds from revolving credit facility	—	100,600
Payments on revolving credit facility	(25,000)	(105,975)
Cash dividends paid	(7,344)	(7,281)
Tax payments related to vested deferred stock units	(1,630)	(1,389)
Excess tax benefits from share-based plans	42	69
Purchase of treasury stock	(90)	(156)
Net cash used in financing activities	(32,971)	(12,951)
Effect of exchange rate changes	8,636	(3,263)
INCREASE IN CASH AND CASH EQUIVALENTS	57,037	79,802
Balance at beginning of period	87,412	39,446
Balance at end of period	$ 144,449	$ 119,248

See Notes to Condensed Consolidated Financial Statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Significant Accounting Policies

Basis of Presentation — The condensed consolidated financial statements herein include the accounts of The Men's Wearhouse, Inc. and its subsidiaries (the "Company") and have been prepared without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). As applicable under such regulations, certain information and footnote disclosures have been condensed or omitted. We believe that the presentation and disclosures herein are adequate to make the information not misleading, and the condensed consolidated financial statements reflect all elimination entries and normal adjustments which are necessary for a fair presentation of the financial position, results of operations and cash flows at the dates and for the periods presented. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended January 31, 2009.

The preparation of the condensed consolidated financial statements in conformity with accounting principals generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts and related disclosures. Actual amounts could differ from those estimates.

Fair Value of Financial Instruments — As of August 1, 2009 and January 31, 2009, management estimates that the fair value of cash and cash equivalents, short-term investments, receivables, accounts payable, accrued expenses and other current liabilities and long-term debt are carried at amounts that reasonably approximate their fair value.

Refer to Note 9 for Statement of Financial Accounting Standards ("SFAS") No. 157, "Fair Value Measurements" ("SFAS 157") disclosures.

Gift cards and gift card breakage — Proceeds from the sale of gift cards are recorded as a liability and are recognized as net sales from products and services when the cards are redeemed. Our gift cards do not have an expiration date. Prior to the second quarter of 2009, all unredeemed gift card proceeds were reflected as a liability until escheated in accordance with applicable laws and we did not recognize any income from unredeemed gift cards. During the second quarter of 2009, we entered into an agreement with an unrelated third party who assumed our liability for unredeemed gift cards that had not yet reached their statutory escheatment term. As a result of this agreement, we are no longer subject to certain third-party claims for unredeemed gift cards. Accordingly, beginning with the second quarter of 2009, we recognize income from breakage of gift cards when the likelihood of redemption of the gift card is remote. We determine our gift card breakage rate based upon historical redemption patterns. Based on this historical information, the likelihood of a gift card remaining unredeemed can be determined 36 months after the gift card is issued. At that time, breakage income is recognized for those cards for which the likelihood of redemption is deemed to be remote and for which there is no legal obligation for us to remit the value of such unredeemed gift cards to any relevant jurisdictions. Gift card breakage income is recorded as other operating income and is classified as a reduction of "Selling, general and administrative expenses" in our condensed consolidated statement of earnings. Pretax breakage income of $3.2 million ($2.0 million after tax or $0.04 per diluted earnings per common share) was recognized during the three months ended August 1, 2009. Gift card breakage estimates are reviewed on a quarterly basis.

Recently Issued Accounting Pronouncements — In September 2006, the Financial Accounting Standards Board ("FASB") issued SFAS No. 157. This statement defines fair value, establishes a framework for using fair value to measure assets and liabilities, and expands disclosures about fair value measurements. In February 2008, the FASB issued FASB Staff Position ("FSP") SFAS 157-2, "Effective Date of FASB Statement No. 157," which defers the effective date of SFAS 157 for one year for certain nonfinancial assets and liabilities. We adopted the provisions of SFAS 157 on February 3, 2008, except for those items specifically deferred under FSP SFAS 157-2, which were adopted on February 1, 2009. The adoption of SFAS 157 and its provisions did not have a material impact on our financial position, results of operations or cash flows.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

In December 2007, the FASB issued SFAS No. 141 (revised 2007), "Business Combinations" ("SFAS 141R"). SFAS 141R establishes principles and requirements for how a company recognizes assets acquired, liabilities assumed, contractual contingencies and contingent consideration measured at fair value at the acquisition date. The statement also establishes disclosure requirements which will enable users to evaluate the nature and financial effect of the business combination. SFAS 141R is effective for fiscal years beginning after December 15, 2008. We adopted SFAS 141R on February 1, 2009. There was no impact upon adoption, and its effects on future periods will depend on the nature and significance of any future acquisitions by the Company, if any.

In June 2008, the FASB issued FSP Emerging Issues Task Force ("EITF") 03-6-1, "Determining Whether Instruments Granted in Share-Based Payment Transactions Are Participating Securities" ("FSP EITF 03-6-1"). This FSP provides that unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and shall be included in the computation of earnings per common share pursuant to the two-class method. The FSP is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those years. All prior period earnings per common share data presented shall be adjusted retrospectively. Early application of this FSP is prohibited. We adopted this FSP on February 1, 2009. We calculated basic and diluted earnings per common share under both the two-class method and the treasury stock method for the three and six months ended August 1, 2009, noting no significant difference on the basic and diluted earnings per common share calculations. FSP EITF 03-6-1 has not been applied to prior year quarters as the impact is immaterial. Refer to Note 2 for earnings per common share disclosures.

In June 2008, the EITF reached a consensus on Issue No. 08-3, "Accounting by Lessees for Maintenance Deposits" ("EITF 08-3"). Effective for financial statements issued for fiscal years beginning after December 15, 2008 and interim periods within those fiscal years, EITF 08-3 concluded that all maintenance deposits within its scope should be accounted for as a deposit and expensed or capitalized in accordance with the lessee's maintenance accounting policy. The adoption of EITF 08-3 did not have a material impact on our financial position, results of operations or cash flows.

In April 2009, the FASB issued FSP Financial Accounting Standards ("FAS") 107-1 and Accounting Principles Board ("APB") 28-1, "Interim Disclosures about Fair Value of Financial Instruments" ("FSP FAS 107-1 and APB 28-1") to enhance disclosures regarding fair value measurements. FSP FAS 107-1 and APB 28-1 requires disclosures about fair value of financial instruments in interim reporting periods of publicly traded companies that were previously only required to be disclosed in annual financial statements. The provisions of FSP FAS 107-1 and APB 28-1 are effective for interim periods ending after June 15, 2009. As FSP FAS 107-1 and APB 28-1 amends only the disclosure requirements about fair value of financial instruments in interim periods, the adoption of FSP FAS 107-1 and APB 28-1 did not affect our financial position, results of operations or cash flows. Refer to "Fair Value of Financial Instruments" included within this Note 1 for disclosures regarding fair value measurements.

In May 2009, the FASB issued SFAS No. 165, "Subsequent Events" ("SFAS 165"). SFAS 165 is intended to establish general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued or are available to be issued. It requires disclosure of the date through which an entity has evaluated subsequent events and the basis for selecting that date, that is, whether that date represents the date the financial statements were issued or were available to be issued. SFAS 165 is effective for interim periods ending after June 15, 2009. As SFAS 165 amends only the disclosure requirements about subsequent events, the adoption of SFAS 165 did not affect our financial position, results of operations or cash flows. We have evaluated subsequent events through September 10, 2009, which is the date the condensed consolidated financial statements were issued.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

2. Earnings per Share

As described in Note 1, "*Recently Issued Accounting Pronouncements",* we adopted FSP EITF 03-6-1 on February 1, 2009. Our unvested restricted stock and deferred stock units contain rights to receive nonforfeitable dividends, and thus are participating securities requiring the two-class method of computing earnings per common share. The two-class method is an earnings allocation formula that determines earnings per common share for each class of common stock and participating security according to dividends declared and participation rights in undistributed earnings. We calculated basic and diluted earnings per common share under both the two-class method and the treasury stock method for the three and six months ended August 1, 2009, noting no significant difference on the basic and diluted earnings per common share calculations. FSP EITF 03-6-1 has not been applied to prior year quarters as the impact is immaterial.

Basic earnings per common share is determined using the two-class method and is computed by dividing net earnings attributable to common shareholders by the weighted-average common shares outstanding during the period. Diluted earnings per common share reflects the more dilutive earnings per common share amount calculated using the treasury stock method or the two-class method. The treasury stock method continues to be disclosed for the three and six months ended August 2, 2008.

The following table sets forth the computation of basic and diluted earnings per common share (in thousands, except per share amounts):

	For the Three Months Ended		For the Six Months Ended	
	August 1, 2009	August 2, 2008	August 1, 2009	August 2, 2008
Numerator				
Net earnings	$ 39,485	$ 32,825	$ 44,741	$ 42,768
Net earnings allocated to participating securities (restricted stock and deferred stock units)	(388)	—	(442)	—
Net earnings available to common shareholders	$ 39,097	$ 32,825	$ 44,299	$ 42,768
Denominator				
Basic weighted average common shares outstanding	52,112	51,639	52,004	51,555
Effect of dilutive securities:				
Stock options and equity-based compensation	143	223	101	308
Diluted weighted average common shares outstanding	52,255	51,862	52,105	51,863
Net earnings per common share:				
Basic	$ 0.75	$ 0.64	$ 0.85	$ 0.83
Diluted	$ 0.75	$ 0.63	$ 0.85	$ 0.82

For the three and six months ended August 1, 2009, 1.0 million and 1.2 million anti-dilutive stock options were excluded from the calculation of diluted earnings per common share, respectively. For the three and six months ended August 2, 2008, 1.1 million and 0.9 million anti-dilutive shares of common stock were excluded from the calculation of diluted earnings per common share, respectively.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

3. Long-Term Debt

Our Amended and Restated Credit Agreement (the "Credit Agreement") with a group of banks, which was last amended on February 2, 2007, provides for a total senior secured revolving credit facility of $200.0 million, which can be expanded to $250.0 million upon additional lender commitments, that matures on February 11, 2012. The Credit Agreement also provided our Canadian subsidiaries with a secured term loan used to fund the repatriation of US$74.7 million of Canadian earnings in January 2006 under the American Jobs Creation Act of 2004. The Canadian term loan matures on February 10, 2011. The Credit Agreement is secured by the stock of certain of the Company's subsidiaries. The Credit Agreement has several borrowing and interest rate options including the following indices: (i) an alternate base rate (equal to the greater of the prime rate or the federal funds rate plus 0.5%) or (ii) LIBO rate or (iii) CDO rate. Advances under the Credit Agreement bear interest at a rate per annum using the applicable indices plus a varying interest rate margin up to 1.125%. The Credit Agreement also provides for fees applicable to unused commitments ranging from 0.100% to 0.175%. As of August 1, 2009, there was US$43.2 million outstanding under the Canadian term loan with an effective interest rate of 1.3%, and no borrowings outstanding under the revolving credit facility.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain certain financial ratios. The restrictive provisions in the Credit Agreement reflect an overall covenant structure that is generally representative of a commercial loan made to an investment-grade company. Our debt, however, is not rated, and we have not sought, and are not seeking, a rating of our debt. We were in compliance with the covenants in the Credit Agreement as of August 1, 2009.

The continued disruption to the U.S. and global credit markets has made it difficult for many businesses to obtain financing on acceptable terms. If these adverse market conditions continue or worsen, it may be more difficult for us to renew or increase our credit facility.

We utilize letters of credit primarily to secure inventory purchases. At August 1, 2009, letters of credit totaling approximately $12.1 million were issued and outstanding.

4. Comprehensive Income and Supplemental Cash Flows

Our comprehensive income is as follows (in thousands):

	For the Three Months Ended		For the Six Months Ended	
	August 1, 2009	August 2, 2008	August 1, 2009	August 2, 2008
Net earnings	$ 39,485	$ 32,825	$ 44,741	$ 42,768
Currency translation adjustments, net of tax	14,933	(1,293)	19,696	(4,724)
Comprehensive income	$ 54,418	$ 31,532	$ 64,437	$ 38,044

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Supplemental disclosure of cash flow information is as follows (in thousands):

	For the Six Months Ended	
	August 1, 2009	August 2, 2008
Cash paid (received) during the six months for:		
Interest	$ 566	$ 2,558
Income taxes, net	(3,558)	26,039
Schedule of noncash investing and financing activities:		
Tax deficiency related to share-based plans	(952)	(760)
Treasury stock contributed to employee stock plan	—	1,000

We had cash dividends declared of $3.7 million at August 1, 2009 and at August 2, 2008. We had unpaid capital expenditure purchases accrued in accounts payable, accrued expenses and other current liabilities of approximately $3.9 million and $3.8 million at August 1, 2009 and August 2, 2008, respectively. Capital expenditure purchases are recorded as cash outflows from investing activities in the condensed consolidated statement of cash flows in the period they are paid.

5. Goodwill and Other Intangible Assets

Changes in the net carrying amount of goodwill for the year ended January 31, 2009 and for the six months ended August 1, 2009 are as follows (in thousands):

Balance February 2, 2008	$65,309
Translation adjustment	(5,295)
Adjustment of goodwill of acquired business	(1,338)
Adjustment for excess of tax deductible goodwill	(1,115)
Balance, January 31, 2009	$57,561
Translation adjustment	3,132
Adjustment for excess of tax deductible goodwill	(1,427)
Balance, August 1, 2009	$59,266

Goodwill is evaluated for impairment annually as of our fiscal year end. A more frequent evaluation is performed if events or circumstances indicate that impairment could have occurred. Such events or circumstances could include, but are not limited to, new significant negative industry or economic trends, unanticipated changes in the competitive environment, decisions to significantly modify or dispose of operations and a significant sustained decline in the market price of our stock. No additional impairment evaluation was considered necessary during the first six months of 2009.

The gross carrying amount and accumulated amortization of our other intangibles, which are included in other assets in the accompanying balance sheet, are as follows (in thousands):

	August 1, 2009	August 2, 2008	January 31, 2009
Trademarks, tradenames, favorable leases and other intangibles	$ 16,991	$ 17,076	$ 17,037
Accumulated amortization	(10,576)	(8,039)	(9,330)
Net total	$ 6,415	$ 9,037	$ 7,707

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

The pretax amortization expense associated with intangible assets totaled approximately $1.3 million for each of the six months ended August 1, 2009 and August 2, 2008, and approximately $2.6 million for the year ended January 31, 2009. Pretax amortization associated with intangible assets at August 1, 2009 is estimated to be $0.9 million for the remainder of fiscal year 2009, $1.5 million for fiscal year 2010, $1.2 million for fiscal year 2011, $0.8 million for fiscal year 2012 and $0.7 million for fiscal year 2013.

6. Other Assets, Accrued Expenses and Other Current Liabilities and Deferred Taxes and Other Liabilities

Other current assets consist of the following (in thousands):

	August 1, 2009	August 2, 2008	January 31, 2009
Prepaid expenses	$ 25,691	$ 26,878	$ 26,603
Current deferred tax asset	16,549	17,589	11,812
Tax receivable	5,339	6,140	24,335
Other	4,297	8,405	7,918
Total other current assets	$ 51,876	$ 59,012	$ 70,668

Accrued expenses and other current liabilities consist of the following (in thousands):

	August 1, 2009	August 2, 2008	January 31, 2009
Accrued salary, bonus, sabbatical and vacation	$ 31,152	$ 31,951	$ 36,865
Sales, payroll and property taxes payable	14,385	16,772	14,887
Unredeemed gift certificates	13,025	17,386	17,801
Accrued workers compensation and medical costs	16,157	13,128	14,790
Tuxedo rental deposits	22,228	21,345	9,171
Other	18,541	17,531	17,890
Total accrued expenses and other current liabilities	$115,488	$118,113	$ 111,404

Deferred taxes and other liabilities consist of the following (in thousands):

	August 1, 2009	August 2, 2008	January 31, 2009
Deferred rent and landlord incentives	$ 44,223	$ 44,809	$ 44,204
Non-current deferred and other income tax liabilities	12,506	15,018	11,807
Other	6,560	7,493	6,432
Total deferred taxes and other liabilities	$ 63,289	$ 67,320	$ 62,443

7. Treasury Stock

As of August 1, 2009, we had 18,111,602 shares held in treasury stock. The change in our treasury shares for the year ended January 31, 2009 and for the six months ended August 1, 2009 is provided below:

	Treasury Shares
Balance, February 2, 2008	18,154,660
Treasury stock issued to profit sharing plan	(57,078)
Purchases of treasury stock	6,728
Balance, January 31, 2009	18,104,310
Purchases of treasury stock	7,292
Balance, August 1, 2009	18,111,602

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

In January 2006, the Board of Directors authorized a $100.0 million share repurchase program of our common stock. This authorization superceded any remaining previous authorizations. In August 2007, the Company's Board of Directors approved a replenishment of the Company's share repurchase program to $100 million by authorizing $90.3 million to be added to the remaining $9.7 million of the then current program. No shares were purchased under the August 2007 authorization during the first six months of 2009 or 2008. At August 1, 2009, the remaining balance available under the August 2007 authorization was $44.3 million.

During the six months ended August 1, 2009, 7,292 shares at a cost of $0.1 million were repurchased at an average price per share of $12.29 in a private transaction to satisfy tax withholding obligations arising upon the vesting of certain restricted stock. During the six months ended August 2, 2008, 6,728 shares at a cost of $0.2 million were repurchased at an average price per share of $23.13 in a private transaction to satisfy tax withholding obligations arising upon the vesting of certain restricted stock.

8. Share-Based Compensation Plans

We maintain several equity plans under which we may grant stock options, stock appreciation rights, restricted stock, deferred stock units and performance based awards to full-time key employees and non-employee directors. We account for share-based awards using SFAS No. 123 (revised 2004), "Share-Based Payment" ("SFAS 123R"), which requires the compensation cost resulting from all share-based payment transactions be recognized in the financial statements. The amount of compensation cost is measured based on the grant-date fair value of the instrument issued and is recognized over the vesting period. Share-based compensation expense recognized for the three and six months ended August 1, 2009 was $2.4 million and $5.2 million, respectively. Share-based compensation expense recognized for the three and six months ended August 2, 2008 was $2.5 million and $4.7 million, respectively.

Stock Options

The following table summarizes stock option activity for the six months ended August 1, 2009:

	Shares	Weighted-Average Exercise Price
Outstanding at January 31, 2009	1,661,858	$ 19.95
Granted	140,322	17.31
Exercised	(9,985)	10.29
Expired	(8,003)	16.01
Outstanding at August 1, 2009	1,784,192	$ 19.81
Exercisable at August 1, 2009	682,880	$ 17.16

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

The weighted-average grant date fair value of the 140,322 stock options granted during the six months ended August 1, 2009 was $7.22 per share. The following table summarizes the weighted average assumptions used to fair value stock options at the date of grant using the Black-Scholes option pricing model for the three and six months ended August 1, 2009:

	For the three months ended August 1, 2009	For the six months ended August 1, 2009
Risk-free interest rate	2.41%	2.21%
Expected lives	7.3 years	6.9 years
Dividend yield	1.91%	1.99%
Expected volatility	50.85%	50.83%

The assumptions presented in the table above represent the weighted average of the applicable assumptions used to fair value stock options. Expected volatility is based on historical volatility of our common stock. The expected term represents the period of time the options are expected to be outstanding after their grant date. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. The dividend yield is based on the average of the annual dividend divided by the market price of our common stock at the time of declaration.

As of August 1, 2009, we have unrecognized compensation expense related to nonvested stock options of approximately $7.0 million which is expected to be recognized over a weighted average period of 3.2 years.

Restricted Stock and Deferred Stock Units

The following table summarizes restricted stock and deferred stock unit activity for the six months ended August 1, 2009:

	Shares	Weighted-Average Grant-Date Fair Value
Nonvested at January 31, 2009	545,237	$ 26.34
Granted	262,655	17.62
Vested (1)	(288,383)	27.40
Forfeited	(2,050)	18.55
Nonvested at August 1, 2009	517,459	$ 21.36

(1) Includes 87,529 shares relinquished for tax payments related to vested deferred stock units for the six months ended August 1, 2009.

During the six months ended August 1, 2009, 19,360 restricted stock shares and 269,023 deferred stock units vested. No shares of restricted stock were granted or forfeited during the six months ended August 1, 2009. Total nonvested shares of 517,459 at August 1, 2009 include 90,224 nonvested restricted stock shares.

As of August 1, 2009, we have unrecognized compensation expense related to nonvested restricted stock shares and deferred stock units of approximately $7.9 million which is expected to be recognized over a weighted average period of 1.7 years.

Employee Stock Purchase Plan

The Employee Stock Discount Plan ("ESDP") allows employees to authorize after-tax payroll deductions to be used for the purchase of up to 2,137,500 shares of our common stock at 85% of the lesser of the fair market value on the first day of the offering period or the fair market value on the last day of the offering period. We make no contributions to this plan but pay all brokerage, service and other costs incurred. The plan, as amended, allows participants to purchase no more than 125 shares during any calendar quarter.

During the six months ended August 1, 2009, employees purchased 79,018 shares under the ESDP, which had a weighted-average share price of $12.00 per share. As of August 1, 2009, 1,236,842 shares were reserved for future issuance under the ESDP.

9. Fair Value Measurements

SFAS 157 establishes a three-tier fair value hierarchy, categorizing the inputs used to measure fair value. The hierarchy can be described as follows: Level 1- observable inputs such as quoted prices in active markets; Level 2- inputs other than the quoted prices in active markets that are observable either directly or indirectly; and Level 3- unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions. The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

As of August 1, 2009, we have highly liquid investments classified as cash equivalents and short-term investments included in our condensed consolidated balance sheet. Cash equivalents consist of money market instruments and guaranteed investment certificates that have original maturities of three months or less. Short-term investments consist of cashable guaranteed investment certificates with original maturities of more than three months, but less than one year. Cashable guaranteed investment certificates are one year investments that can be liquidated any time after a 30 day holding period from the date of purchase without penalty. As of August 1, 2009, the carrying amount of these instruments included in cash equivalents and short-term investments was $95.4 million and $19.5 million, respectively. The carrying amount of these instruments approximates fair value and is considered a Level 1 fair value measurement based on the criteria and fair value hierarchy of SFAS 157. We had no financial liabilities measured at fair value on a recurring basis at August 1, 2009.

10. Manufacturing Facility Closure

On March 3, 2008, we announced that Golden Brand Clothing (Canada) Ltd., an indirect wholly owned subsidiary of the Company, intended to close its Montreal, Quebec-based manufacturing facility. The facility was closed on July 11, 2008.

In fiscal 2008, we recognized pretax costs of $10.0 million for closure of the facility, including $6.6 million for severance payments, $1.1 million for the write-off of fixed assets, $1.6 million for lease termination payments and approximately $0.7 million for other costs related to closing the facility. As of August 2, 2008, we had recognized pretax cost of $8.2 million of the total $10.0 million recorded in fiscal 2008 for the closure of the facility. These charges are included in "Selling, general and administrative expenses" in our condensed consolidated statement of earnings. No charges were recognized for the three and six months ended August 1, 2009. The accrued balance of $0.6 million at August 1, 2009 for closure of the facility relates to the remaining lease termination payments which will be paid over the remaining term of the lease through February 2010.

The following table details information related to the accrued balance recorded during the three months ended August 1, 2009 related to the closure of the Montreal manufacturing facility (in thousands):

Accrued costs at May 2, 2009	$ 777
Cash payments	(249)
Translation adjustment	79
Accrued costs at August 1, 2009	$ 607

The following table details information related to the accrued balance recorded during the six months ended August 1, 2009 related to the closure of the Montreal manufacturing facility (in thousands):

Accrued costs at January 31, 2009	$ 971
Cash payments	(475)
Translation adjustment	111
Accrued costs at August 1, 2009	$ 607

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

11. Legal Matters

We are involved in various routine legal proceedings, including ongoing litigation, incidental to the conduct of our business. Management believes that none of these matters will have a material adverse effect on our financial position, results of operations or cash flows.

12. Supplemental Sales Information (in thousands)

	For the Three Months Ended		For the Six Months Ended	
	August 1, 2009	August 2, 2008	August 1, 2009	August 2, 2008
Net sales:				
Men's tailored clothing product	$ 197,774	$ 202,279	$ 389,541	$ 403,868
Men's non-tailored clothing product	145,981	162,622	288,640	325,269
Ladies clothing product	17,762	15,958	38,477	33,353
Corporate apparel uniform product	2,785	5,249	6,706	12,109
Total clothing product	364,302	386,108	723,364	774,599
Tuxedo rental services	129,567	127,453	200,986	197,647
Alteration services	26,788	26,039	54,753	52,577
Retail dry cleaning services	5,551	5,689	11,239	11,562
Total alteration and other services	32,339	31,728	65,992	64,139
Total net sales	$ 526,208	$ 545,289	$ 990,342	$ 1,036,385
Net sales by brand:				
MW (1)	$ 359,039	$ 362,692	$ 669,962	$ 690,622
K&G	93,597	96,412	198,113	197,027
Moores	65,236	75,247	104,322	125,065
MW Cleaners (2)	5,551	5,689	11,239	11,562
Twin Hill (3)	2,785	5,249	6,706	12,109
Total net sales	$ 526,208	$ 545,289	$ 990,342	$ 1,036,385

(1) MW includes Men's Wearhouse and Men's Wearhouse and Tux stores.

(2) MW Cleaners is our retail dry cleaning and laundry facilities in Houston, Texas.

(3) Twin Hill is our corporate apparel and uniform program.

ITEM 2 — MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

For supplemental information, it is suggested that "Management's Discussion and Analysis of Financial Condition and Results of Operations" be read in conjunction with the corresponding section included in our Annual Report on Form 10-K for the year ended January 31, 2009. References herein to years are to our 52-week or 53-week fiscal year which ends on the Saturday nearest January 31 in the following calendar year. For example, references to "2009" mean the 52-week fiscal year ending January 30, 2010.

The following table presents information with respect to retail apparel stores in operation during each of the respective fiscal periods:

	For the Three Months Ended		For the Six Months Ended		For the Year Ended
	August 1, 2009	August 2, 2008	August 1, 2009	August 2, 2008	January 31, 2009
Stores open at beginning of period:	1,284	1,285	1,294	1,273	1,273
Opened	1	12	3	24	43
Closed	(7)	(10)	(19)	(10)	(22)
Stores open at end of period	1,278	1,287	1,278	1,287	1,294
Stores open at end of period:					
U.S. —					
Men's Wearhouse	580	572	580	572	580
Men's Wearhouse & Tux	473	493	473	493	489
K&G	108	106	108	106	108
	1,161	1,171	1,161	1,171	1,177
Canada —					
Moores	117	116	117	116	117
	1,278	1,287	1,278	1,287	1,294

The challenging economic and retail environment of 2008 continued throughout the first and second quarters of 2009 as unemployment increased and consumer spending continued to be weak. In response to these challenges, we continued efforts to stimulate sales with discounts and promotional events, managed our inventory purchases, maintained expense control efforts and reduced capital expenditures. We closed 19 stores (17 tux rental stores and two Men's Wearhouse stores) that had reached the end of their lease terms during the six months ended August 1, 2009. Based on our experience with previous economic downturns, we believe long-term fundamentals for the men's specialty apparel industry remain strong and that current negative conditions will stabilize over time. However, we cannot predict when a meaningful recovery will occur.

We had revenues of $526.2 million and net earnings of $39.5 million for the three months ended August 1, 2009, compared to revenues of $545.3 million and net earnings of $32.8 million for the three months ended August 2, 2008. We had revenues of $990.3 million and net earnings of $44.7 million for the six months ended August 1, 2009, compared to revenues of $1,036.4 million and net earnings of $42.8 million for the six months ended August 2, 2008. The more significant factors impacting these results are addressed in the "Results of Operations" discussion below.

Our sales and net earnings are subject to seasonal fluctuations. In most years, a greater portion of our net retail clothing sales have been generated during the fourth quarter of each year when holiday season shopping peaks. In addition, our tuxedo rental revenues are heavily concentrated in the second quarter while the fourth quarter is considered the seasonal low point. Because of the seasonality of our sales, results for any quarter are not necessarily indicative of the results that may be achieved for the full year.

Results of Operations

Three Months Ended August 1, 2009 compared to Three Months Ended August 2, 2008

The following table sets forth the Company's results of operations expressed as a percentage of net sales for the periods indicated:

	For the Three Months Ended	
	August 1, 2009	August 2, 2008
Net sales:		
Clothing product	69.2%	70.8%
Tuxedo rental services	24.6	23.4
Alteration and other services	6.2	5.8
Total net sales	100.0%	100.0%
Cost of sales:		
Clothing product, including buying and distribution costs	32.3	31.6
Tuxedo rental services	4.1	3.8
Alteration and other services	4.5	4.7
Occupancy costs	13.9	13.5
Gross margin	45.2	46.4
Selling, general and administrative expenses	33.1	36.5
Operating income	12.1	9.9
Interest income	0.0	0.1
Interest expense	(0.0)	(0.2)
Earnings before income taxes	12.1	9.8
Provision for income taxes	4.6	3.8
Net earnings	7.5%	6.0%

The Company's net sales decreased $19.1 million, or 3.5%, to $526.2 million for the quarter ended August 1, 2009 as compared to the same prior year quarter. The decrease was due mainly to a $21.8 million decrease in clothing product revenues, offset partially by a $2.1 million increase in tuxedo rental service revenues, and is attributable to the following:

(in millions)	Amount Attributed to
$ (12.3)	Decrease in comparable sales.
5.1	Increase from net sales of stores opened in 2008, relocated stores and expanded stores not yet included in comparable sales.
0.7	Increase in alteration services sales.
(2.9)	Decrease in corporate apparel and other sales.
(2.6)	Decrease in net sales resulting from stores closed.
0.6	Increase in net sales from 3 new stores opened in 2009.
(7.7)	Decrease in net sales resulting from exchange rate changes.
$ (19.1)	**Total**

Our comparable store sales (which are calculated by excluding the net sales of a store for any month of one period if the store was not open throughout the same month of the prior period) decreased 2.0% at Men's Wearhouse and 3.4% at Moores as moderate increases in units per transaction, driven by our promotional activities, were more than offset by lower store traffic levels. At K&G, comparable store sales decreased 3.6% primarily due to a decrease in average sales per transaction and lower store traffic levels. The continuation of negative macroeconomic conditions, including high unemployment, particularly affected sales of men's apparel as buying patterns for men are considered to be more discretionary than those in other apparel areas. The lower clothing product sales were partially offset by increased revenues from our tuxedo rental services due mainly to higher average rental rates. As a percentage of total revenues, tuxedo rental service revenues increased from 23.4% in the second quarter of 2008 to 24.6% in the second quarter of 2009. Exchange rate changes from a weaker Canadian dollar also caused total sales for the second quarter of 2009 to be $7.7 million less than the comparable prior year sales.

The Company's gross margin was as follows:

	For the Three Months Ended	
	August 1, 2009	August 2, 2008
Gross margin (in thousands)	$237,788	$253,043
Gross margin as a percentage of related sales:		
Clothing product, including buying and distribution costs	53.3%	55.3%
Tuxedo rental services	83.4%	83.7%
Alteration and other services	26.7%	20.6%
Occupancy costs .	(13.9)%	(13.5)%
Total gross margin	45.2%	46.4%

Total gross margin decreased $15.3 million or 6.0% from the same prior year quarter to $237.8 million in the second quarter of 2009. As a percentage of sales, total gross margin decreased from 46.4% in the second quarter of 2008 to 45.2% in the second quarter of 2009. This decrease is due mainly to lower clothing product margins, offset slightly by an improved alteration margin. As a percentage of related sales, the clothing product gross margin decreased from 55.3% in 2008 to 53.3% in 2009 due primarily to higher markdowns from increased promotional activities at our Men's Wearhouse and Moores stores. The gross margin for alteration and other services increased from 20.6% in 2008 to 26.7% in 2009 mainly as a result of reduced alteration costs combined with increased alteration sales associated with the increased unit sales from our promotional events. The tuxedo rental services gross margin decreased slightly from 83.7% in 2008 to 83.4% in 2009. Occupancy cost, which is relatively constant on a per store basis and includes store related rent, common area maintenance, utilities, repairs and maintenance, security, property taxes and depreciation, increased from 13.5% of total sales in the second quarter of 2008 to 13.9% in the second quarter of 2009, but, on an absolute dollar basis, decreased 0.9% quarter-over-quarter.

Selling, general and administrative expenses decreased to $173.9 million in the second quarter of 2009 from $198.9 million in the second quarter of 2008, a decrease of $25.0 million or 12.6%. As a percentage of sales, these expenses decreased from 36.5% in the second quarter of 2008 to 33.1% in the second quarter of 2009. The components of this 3.4% net decrease in SG&A expenses as a percentage of net sales and the related absolute dollar changes were as follows:

%	Attributed to
0.5	Increase in advertising expense as a percentage of sales from 2.9% in the second quarter of 2008 to 3.4% in the second quarter of 2009. On an absolute dollar basis, advertising expense increased $2.3 million.
(0.3)	Decrease in store salaries as a percentage of sales from 13.9% in the second quarter of 2008 to 13.6% in the second quarter of 2009. Store salaries on an absolute dollar basis decreased $4.5 million primarily due to decreased commissions and store personnel due to decreased sales in 2009.
(1.4)	Decrease in other SG&A expenses of $7.3 million due to the absence in 2009 of costs incurred in the second quarter of 2008 in connection with the July 11, 2008 closure of the Canadian based manufacturing facility operated by the Company's subsidiary, Golden Brand.
(2.2)	Decrease in other SG&A expenses as a percentage of sales from 18.3% in the second quarter of 2008 to 16.1% in the second quarter of 2009. On an absolute dollar basis, other SG&A expenses decreased $15.5 million primarily due to the continuation of cost control efforts initiated in the fourth quarter of 2008 and the recognition of $3.2 million in other operating income from gift card breakage. During the second quarter of 2009, we entered into an agreement with an unrelated third party who assumed our liability for unredeemed gift cards that had not yet reached their statutory escheatment term. As a result of this agreement, we are no longer subject to certain third party claims for unredeemed gift cards, which allows us to recognize other income from breakage of gift cards when the likelihood of redemption of the gift cards is remote (see Note 1 of Notes to Condensed Consolidated Financial Statements).
(3.4)%	**Total**

Interest expense decreased from $1.0 million in the second quarter of 2008 to $0.2 million in the second quarter of 2009 while interest income decreased from $0.7 million in the second quarter of 2008 to $0.2 million in the second quarter of 2009. Weighted average borrowings outstanding decreased from $88.6 million in the second quarter of 2008 to $41.1 million in the second quarter of 2009, and the weighted average interest rate on outstanding indebtedness decreased from 4.3% to 1.0%. The decrease in the weighted average borrowings was due to the voluntary repayment of a portion of our Canadian term loan in October 2008 of approximately US$31.9 million and payments on our revolving credit facility of $25.0 million during the first quarter of 2009. The weighted average interest rate for the second quarter of 2009 decreased mainly due to a decrease in the effective interest rate for the Canadian term loan from 4.0% at August 2, 2008 to 1.3% at August 1, 2009. The decrease in interest income was primarily attributable to lower interest rates for the second quarter of 2009 as compared to the second quarter of 2008.

Our effective income tax rate was 38.2% for the second quarter of 2009 and 39.0% for the second quarter of 2008. The effective tax rate in 2009 and 2008 was higher than the statutory U.S. federal rate of 35% primarily due to the effect of state income taxes.

These factors resulted in net earnings of $39.5 million or 7.5% of net sales for the second quarter of 2009, compared with net earnings of $32.8 million or 6.0% of net sales for the second quarter of 2008.

Six Months Ended August 1, 2009 compared to Six Months Ended August 2, 2008

The following table sets forth the Company’s results of operations expressed as a percentage of net sales for the periods indicated:

	For the Six Months Ended	
	August 1, 2009	**August 2, 2008**
Net sales:		
Clothing product	73.0%	74.7%
Tuxedo rental services	20.3	19.1
Alteration and other services	6.7	6.2
Total net sales	100.0%	100.0%
Cost of sales:		
Clothing product, including buying and distribution costs	34.1	32.9
Tuxedo rental services	3.4	3.2
Alteration and other services	4.8	4.8
Occupancy costs	14.7	14.2
Gross margin	43.0	44.9
Selling, general and administrative expenses	35.7	38.2
Operating income	7.3	6.7
Interest income	0.1	0.2
Interest expense	(0.1)	(0.3)
Earnings before income taxes	7.3	6.6
Provision for income taxes	2.8	2.5
Net earnings	4.5%	4.1%

The Company's net sales decreased $46.0 million, or 4.4%, to $990.3 million for the six months ended August 1, 2009. The decrease was due mainly to a $51.2 million decrease in clothing product revenues, offset partially by a $3.3 million increase in tuxedo rental service revenues, and is attributable to the following:

(in millions)	Amount Attributed to
$ (32.6)	Decrease in comparable sales.
11.1	Increase from net sales of stores opened in 2008, relocated stores and expanded stores not yet included in comparable sales.
2.2	Increase in alteration services sales.
(6.4)	Decrease in corporate apparel and other sales.
(4.6)	Decrease in net sales resulting from stores closed.
0.7	Increase in net sales from 3 new stores opened in 2009.
(16.4)	Decrease in net sales resulting from exchange rate changes.
$ (46.0)	**Total**

Our comparable store sales decreased 4.4% at Men's Wearhouse and 3.7% at Moores as moderate increases in units per transaction, driven by our promotional activities, were more than offset by lower store traffic levels. At K&G, comparable store sales decreased 0.6% primarily due to lower store traffic levels. The continuation of negative macroeconomic conditions, including high unemployment, particularly affected sales of men's apparel as buying patterns for men are considered to be more discretionary than those in other apparel areas. The lower clothing product sales were partially offset by increased revenues from our tuxedo rental services due mainly to higher average rental rates. As a percentage of total revenues, tuxedo rental service revenues increased from 19.1% in the first six months of 2008 to 20.3% in the first six months of 2009. Exchange rate changes from a weaker Canadian dollar also caused total sales for the first half of 2009 to be $16.4 million less than the comparable prior year sales.

The Company's gross margin was as follows:

	For the Six Months Ended	
	August 1, 2009	August 2, 2008
Gross margin (in thousands)	$ 425,777	$ 464,798
Gross margin as a percentage of related sales:		
Clothing product, including buying and distribution costs	53.3%	56.0%
Tuxedo rental services	83.3%	83.1%
Alteration and other services	27.6%	22.1%
Occupancy costs	(14.7)%	(14.2)%
Total gross margin	43.0%	44.9%

Total gross margin decreased $39.0 million or 8.4% from the same prior year period to $425.8 million in the first six months of 2009. As a percentage of sales, total gross margin decreased from 44.9% in the first six months of 2008 to 43.0% in the first six months of 2009. This decrease is due mainly to lower clothing product margin, offset slightly by improved tuxedo rental and alteration services margins. As a percentage of related sales, the clothing product gross margin decreased from 56.0% in 2008 to 53.3% in 2009 due primarily to higher markdowns from increased promotional activities at our Men's Wearhouse and Moores stores. The tuxedo rental services gross margin increased slightly from 83.1% in 2008 to 83.3% in 2009 due mainly to the absence in 2009 of costs incurred in the first quarter of 2008 associated with realignment of our tuxedo rental product inventory. The gross margin for alteration and other services increased from 22.1% in 2008 to 27.6% in 2009 mainly as a result of reduced alteration costs combined with increased alteration sales associated with the increased unit sales from our promotional events. Occupancy cost, which is relatively constant on a per store basis and includes store related rent, common area maintenance, utilities, repairs and maintenance, security, property taxes and depreciation, increased from 14.2% of total sales in the first six months of 2008 to 14.7% in the first six months of 2009 but, on an absolute dollar basis, decreased by 1.1%.

Selling, general and administrative expenses decreased to $353.1 million in the first six months of 2009 from $395.5 million in the first six months of 2008, a decrease of $42.4 million or 10.7%. As a percentage of sales, these expenses decreased from 38.2% in the first six months of 2008 to 35.7% in the first six months of 2009. The components of this 2.5% net decrease in SG&A expenses as a percentage of net sales and the related absolute dollar changes were as follows:

%	Attributed to
0.5	Increase in advertising expense as a percentage of sales from 3.6% in the first six months of 2008 to 4.1% in the first six months of 2009. On an absolute dollar basis, advertising expense increased $3.6 million.
(0.1)	Decrease in store salaries as a percentage of sales from 14.3% in the first six months of 2008 to 14.2% in the first six months of 2009. Store salaries on an absolute dollar basis decreased $8.4 million primarily due to decreased commissions and store personnel due to decreased sales in 2009.
(0.8)	Decrease in other SG&A expenses of $8.2 million due to the absence in 2009 of costs incurred in the first six months of 2008 in connection with the July 11, 2008 closure of the Canadian based manufacturing facility operated by the Company’s subsidiary, Golden Brand.
(2.1)	Decrease in other SG&A expenses as a percentage of sales from 19.5% in the first six months of 2008 to 17.4% in the first six months of 2009. On an absolute dollar basis, other SG&A expenses decreased $29.4 million primarily due to cost control efforts initiated in the fourth quarter of 2008 and the recognition of $3.2 million in other operating income from gift card breakage. During the second quarter of 2009, we entered into an agreement with an unrelated third party who assumed our liability for unredeemed gift cards that had not yet reached their statutory escheatment term. As a result of this agreement, we are no longer subject to certain third party claims for unredeemed gift cards, which allows us to recognize other income from breakage of gift cards when the likelihood of redemption of the gift cards is remote (see Note 1 of Notes to Condensed Consolidated Financial Statements).
(2.5)%	**Total**

Interest expense decreased from $2.6 million in the first six months of 2008 to $0.6 million in the first six months of 2009 while interest income decreased from $1.5 million in the first six months of 2008 to $0.5 million in the first six months of 2009. Weighted average borrowings outstanding decreased from $101.9 million in the first six months of 2008 to $51.5 million in the first six months of 2009, and the weighted average interest rate on outstanding indebtedness decreased from 4.8% to 1.9%. The decrease in the weighted average borrowings was due mainly to the voluntary repayment of a portion of our Canadian term loan in October 2008 of approximately US$31.9 million and payments on our revolving credit facility of $25.0 million during the first quarter of 2009. The weighted average interest rate for the first six months of 2009 decreased mainly due to a decrease in the effective interest rate for the Canadian term loan from 4.0% at August 2, 2008 to 1.3% at August 1, 2009. The decrease in interest income was primarily attributable to lower interest rates for the first six months of 2009 as compared to the first six months of 2008.

Our effective income tax rate was 38.3% for the first six months of 2009 and 37.2% for the first six months of 2008. The effective tax rate was higher than the statutory U.S. federal rate of 35% in both periods primarily due to the effect of state income taxes. The conclusion of certain income tax audits during the first quarter of 2008 affected the effective tax rate for the first half of 2008 by $1.1 million of recognized tax benefits. During the first six months of 2009, we concluded certain income tax audits which resulted in no additional tax liabilities. Additionally, during the first six months of 2009, we recognized an immaterial amount of previously unrecognized tax benefits and associated accrued interest.

These factors resulted in net earnings of $44.7 million or 4.5% of net sales for the first six months of 2009, compared with net earnings of $42.8 million or 4.1% of net sales for the first six months of 2008.

Liquidity and Capital Resources

At August 1, 2009, January 31, 2009 and August 2, 2008, cash and cash equivalents totaled $144.4 million, $87.4 million and $119.2 million, respectively. We had working capital of $450.0 million, $411.4 million and $424.3 million at August 1, 2009, January 31, 2009 and August 2, 2008, respectively, which included short-term investments of $19.5 million and $17.1 million at August 1, 2009 and January 31, 2009, respectively. We held no short-term investments at August 2, 2008. Our primary sources of working capital are cash flows from operations and borrowings under our Credit Agreement. Historically, our working capital has been at its lowest level in January and February, and has increased through November as inventory buildup occurs in preparation for the fourth quarter selling season. The $38.6 million increase in working capital at August 1, 2009 compared to January 31, 2009 resulted primarily from increased cash balances from operating results.

Credit Facilities

Our Amended and Restated Credit Agreement (the “Credit Agreement”) with a group of banks, which was last amended on February 2, 2007, provides for a total senior secured revolving credit facility of $200.0 million, which can be expanded to $250.0 million upon additional lender commitments, that matures on February 11, 2012. The Credit Agreement also provided our Canadian subsidiaries with a senior secured term loan used to fund the repatriation of US$74.7 million of Canadian earnings in January 2006 under the American Jobs Creation Act of 2004. The Canadian term loan matures on February 10, 2011. The Credit Agreement is secured by the stock of certain of the Company’s subsidiaries. The Credit Agreement has several borrowing and interest rate options including the following indices: (i) an alternate base rate (equal to the greater of the prime rate or the federal funds rate plus 0.5%) or (ii) LIBO rate or (iii) CDO rate. Advances under the Credit Agreement bear interest at a rate per annum using the applicable indices plus a varying interest rate margin up to 1.125%. The Credit Agreement also provides for fees applicable to unused commitments ranging from 0.100% to 0.175%. As of August 1, 2009, there was US$43.2 million outstanding under the Canadian term loan, with an effective interest rate of 1.3%, and no borrowings outstanding under the revolving credit facility.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain certain financial ratios. The restrictive provisions in the Credit Agreement reflect an overall covenant structure that is generally representative of a commercial loan made to an investment-grade company. Our debt, however, is not rated, and we have not sought, and are not seeking, a rating of our debt. We were in compliance with the covenants in the Credit Agreement as of August 1, 2009.

The continued disruption to the U.S. and global credit markets has made it difficult for many businesses to obtain financing on acceptable terms. If these adverse market conditions continue or worsen, it may be more difficult for us to renew or increase our credit facility.

We utilize letters of credit primarily to secure inventory purchases. At August 1, 2009, letters of credit totaling approximately $12.1 million were issued and outstanding.

Cash flow activities

Operating activities — Our primary source of operating cash flow is from sales to our customers. Our primary uses of cash include merchandise inventory and tuxedo rental product purchases, personnel related expenses, occupancy costs, advertising costs and income tax payments. Our operating activities provided net cash of $110.1 million in the first six months of 2009, due mainly to net earnings, adjusted for non-cash charges, and a decrease in inventories and other assets and an increase in income taxes payable, offset by a decrease in accounts payable, accrued expenses and other current liabilities and an increase in tuxedo rental product. During the first six months of 2008, our operating activities provided net cash of $85.6 million, due mainly to net earnings, adjusted for non-cash charges, and a decrease in inventories offset by an increase in tuxedo rental product and a decrease in accounts payable, accrued expenses and other current liabilities. The decrease in inventories during the first six months of 2009 and 2008 was primarily due to lower inventory purchases as a result of decreased clothing sales. The increase in tuxedo rental product in the first six months of 2009 and 2008 was due to purchases to support our tuxedo rental business, including realignment and replacement of a portion of our tuxedo rental product offerings in both periods. The decrease in accounts payable, accrued expenses and other current liabilities for the first six months of 2009 and 2008 was primarily due to the timing of vendor payments and reduced purchases associated with decreased clothing sales. The decrease in other assets in the first six months of 2009 was due mainly to tax refunds received. The increase in income taxes payable in the first six months of 2009 was due to the timing and amounts of required tax payments.

Investing activities — Our cash outflows from investing activities are primarily for capital expenditures and purchases of short-term investments, while cash inflows are primarily the result of proceeds from sales of short-term investments. During the first six months of 2009, our investing activities used net cash of $28.8 million for capital expenditures. During the first six months of 2008, our investing activities provided net cash of $10.4 million due mainly to proceeds from available-for-sale investments of $59.9 million, offset by capital expenditures of $49.5 million. Our capital expenditures relate to costs incurred for stores opened, remodeled or relocated during the period or under construction at the end of the period, office and distribution facility additions and infrastructure technology investments.

Financing activities — Our cash outflows from financing activities consist primarily of cash dividend payments and debt payments, while cash inflows from financing activities consist primarily of proceeds from our revolving credit facility. During the first six months of 2009, our financing activities used net cash of $33.0 million due mainly to payments on our revolving credit facility of $25.0 million and cash dividends paid of $7.3 million. Our financing activities used net cash of $13.0 million for the first six months of 2008, due mainly to the payment of cash dividends and payments on our revolving credit facility.

Share repurchase program — In January 2006, the Board of Directors authorized a $100.0 million share repurchase program of our common stock. This authorization superceded any remaining previous authorizations. In August 2007, the Company's Board of Directors approved a replenishment of the Company's share repurchase program to $100 million by authorizing $90.3 million to be added to the remaining $9.7 million of the then current program. No shares were purchased under the August 2007 authorization during the first six months of 2009 or 2008. At August 1, 2009, the remaining balance available under the August 2007 authorization was $44.3 million.

During the six months ended August 1, 2009, 7,292 shares at a cost of $0.1 million were repurchased at an average price per share of $12.29 in a private transaction to satisfy tax withholding obligations arising upon the vesting of certain restricted stock. During the six months ended August 2, 2008, 6,728 shares at a cost of $0.2 million were repurchased at an average price per share of $23.13 in a private transaction to satisfy tax withholding obligations arising upon the vesting of certain restricted stock.

Dividends — Cash dividends paid were approximately $7.3 million and $7.3 million for the six months ended August 1, 2009 and August 2, 2008, respectively.

In June 2009, our Board of Directors declared a quarterly cash dividend of $0.07 per share payable on September 25, 2009 to shareholders of record at close of business on September 15, 2009. The dividend payout is estimated to be approximately $3.7 million and is included in accrued expenses and other current liabilities as of August 1, 2009.

Future cash flow

The continuation of current economic conditions, including high unemployment levels, lowered consumer spending and deteriorated credit markets, could negatively affect our future operating results as well as our existing cash, cash equivalents and short-term investment balances. In addition, the recent turmoil in the financial markets could limit our access to additional capital resources, if needed, and could increase associated costs. We continue to anticipate a significant reduction in store openings and other capital expenditures in the next 12 months relative to 2008 levels. We believe based on our current business plan that our existing cash, short-term investments and cash flows from operations will be sufficient to fund our planned store openings, other capital expenditures and operating cash requirements and that we will be able to maintain compliance with the covenants in our Credit Agreement for at least the next 12 months. In addition, as of August 1, 2009, borrowings available under our Credit Agreement were $187.9 million. However, current economic conditions are creating potential acquisition opportunities. If such acquisition opportunities develop, we may need to raise additional capital in order to complete such acquisitions and/or our Credit Agreement might need to be modified.

As a substantial portion of our cash and short-term investments, which are primarily U.S. treasuries and guaranteed investment certificates issued by two Canadian banks, is held by four financial institutions (two U.S. and two Canadian), we are exposed to risk of loss in the event of failure of any of these parties. However, due to the creditworthiness of these financial institutions and their mainly custodial role with respect to our short-term investments, we anticipate full performance and access to our deposits and liquid investments.

ITEM 3 — QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Currency Risk

Moores conducts its business in Canadian dollars. The exchange rate between Canadian dollars and U.S. dollars has fluctuated over the last ten years. If the value of the Canadian dollar against the U.S. dollar weakens, then the revenues and earnings of our Canadian operations will be reduced when they are translated to U.S. dollars. Also, the value of our Canadian net assets in U.S. dollars may decline.

Interest Rate Risk

We are also subject to market risk as a result of the outstanding balance of US$43.2 million under our Canadian term loan at August 1, 2009, which bears a variable interest rate (see Note 3 of Notes to Condensed Consolidated Financial Statements). An increase in market interest rates would increase our interest expense and our cash requirements for interest payments. For example, an average increase of 0.5% in the variable interest rate would increase our interest expense and payments by approximately $0.2 million. At August 1, 2009 there were no borrowings outstanding under our revolving credit facility.

We also have exposure to market rate risk for changes in interest rates as those rates relate to our investment portfolio. The primary objective of our investment activities is to preserve principal while at the same time maximizing yields without significantly increasing risk. As of August 1, 2009, we have highly liquid investments classified as cash equivalents and short-term investments in our condensed consolidated balance sheet. Future investment income earned on our cash equivalents and short-term investments will fluctuate in line with short-term interest rates.

ITEM 4 — CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company’s management, with the participation of the Company’s chief executive officer and chief financial officer, evaluated the effectiveness of the Company’s disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended) as of the end of the fiscal quarter ended August 1, 2009. Based on this evaluation, the CEO and CFO have concluded that the Company’s disclosure controls and procedures were effective as of the end of the fiscal quarter ended August 1, 2009 to ensure that information that is required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms.

Changes in Internal Controls over Financial Reporting

There were no changes in the Company’s internal control over financial reporting that occurred during the fiscal quarter ended August 1, 2009 that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1 — LEGAL PROCEEDINGS

We are involved in various routine legal proceedings, including ongoing litigation, incidental to the conduct of our business. Management believes that none of these matters will have a material adverse effect on our financial position, results of operations or cash flows.

ITEM 4 — SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

On June 23, 2009, the Company held its Annual Meeting of Shareholders. At the meeting, the shareholders voted on the following matters:

1. The election of eight directors of the Company to hold office until the next Annual Meeting of Shareholders or until their respective successors are duly elected and qualified.
2. The ratification of the appointment of the firm Deloitte & Touche LLP as independent registered public accounting firm for the Company for fiscal 2009.

The eight nominees of the Board of Directors of the Company were elected at the meeting, and proposal two received the affirmative votes required for approval. The number of votes cast for, against and withheld, as well as the number of abstentions, as to each matter were as follows:

Proposal	Votes For	Votes Withheld
1. Election of Directors		
George Zimmer	49,463,124	927,993
David H. Edwab	49,477,817	913,300
Rinaldo S. Brutoco	49,658,988	732,129
Michael L. Ray, Ph.D.	49,742,572	648,545
Sheldon I. Stein	49,742,700	648,417
Deepak Chopra, M.D.	49,999,035	392,082
William B. Sechrest.	50,157,205	233,912
Larry R. Katzen	50,111,868	279,249

	Votes For	Votes Against	Abstentions
2. Ratification of independent registered public accounting firm	49,763,297	586,215	41,600

ITEM 6 — EXHIBITS

(a) Exhibits.

Exhibit Number		Exhibit Index
10.1	—	The Men's Wearhouse, Inc. Change in Control Severance Plan (filed herewith).
31.1	—	Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (filed herewith).
31.2	—	Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (filed herewith).
32.1	—	Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (filed herewith).
32.2	—	Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (filed herewith).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant, The Men's Wearhouse, Inc., has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: September 10, 2009

THE MEN'S WEARHOUSE, INC.

By /s/ NEILL P. DAVIS
Neill P. Davis
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer

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Exhibit 10.1

THE MEN'S WEARHOUSE, INC.
CHANGE IN CONTROL SEVERANCE PLAN

(As Adopted Effective September 1, 2009)

THE MEN'S WEARHOUSE, INC.
CHANGE IN CONTROL SEVERANCE PLAN

(As Adopted Effective September 1, 2009)

WHEREAS, The Men's Wearhouse, Inc., a corporation organized and existing under the laws of the State of Texas (the "***Company***"), recognizes that one of its most valuable assets is its key management employees;

WHEREAS, the Company would like to provide severance benefits in the event that the employment of certain key management employees is involuntarily terminated in conjunction with a change in control; and

WHEREAS, the Company desires to establish The Men's Wearhouse, Inc. Change in Control Severance Plan;

NOW, THEREFORE, the Company hereby adopts this Agreement effective as of September 1, 2009.

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THE MEN’S WEARHOUSE, INC.
CHANGE IN CONTROL SEVERANCE PLAN

1. ESTABLISHMENT AND OBJECTIVE

1.1 Establishment. The Men’s Wearhouse, Inc., a Texas corporation, hereby establishes a plan for certain key management employees to be known as “The Men’s Wearhouse, Inc. Change in Control Severance Plan” (the “***Plan***”).

1.2 Objective. The Plan is designed to attract and retain certain designated key management employees of the Company and the Affiliates (as those terms are defined below) and to reward such employees by providing replacement income and certain benefits in conjunction with a Change in Control (defined below).

2. DEFINITIONS

As used in the Plan, the following terms and phrases shall have the meanings set forth below:

2.1 “***Affiliate***” and “***Affiliates***” mean, when used with respect to any entity, individual, or other person, any other entity, individual, or other person which, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with such entity, individual or person.

2.2 ***“Assets”*** means assets of any kind owned by the Company, including but not limited to securities of the Company’s direct and indirect subsidiaries.

2.3 “***Base Compensation***” means a Participant’s base salary or wages from the Employer (as defined in section 3401(a) of the Code for purposes of federal income tax withholding), modified by *including* any portion thereof that such Participant could have received in cash in lieu of any elective deferrals made by the Participant pursuant to a nonqualified deferred compensation arrangement or pursuant to a qualified cash or deferred arrangement described in section 401(k) of the Code and any elective contributions under a cafeteria plan described in section 125 of the Code, and modified further by *excluding* any bonus, incentive compensation (including but not limited to equity-based compensation), commissions, expense reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation (other than elective deferrals by the Participant under a qualified cash or deferred arrangement described in section 401(k) of the Code or a nonqualified deferred compensation arrangement that are expressly included in “*Base Compensation*” under the foregoing provisions of this definition), welfare benefits as defined in ERISA, overtime pay, special performance compensation amounts and severance compensation.

2.4 “***Beneficial Owner***” shall have the meaning ascribed to the term in Rule 13d-3 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, or any successor act.

2.5 “***Board of Directors***” means the Board of Directors of the Company.

2.6 "***Bonus***" means each annual performance bonus, if any, paid in cash by the Employer to or for the benefit of the Participant for services rendered or labor performed while an Eligible Individual. A Participant's Bonus shall be determined by including any portion thereof that such Participant could have received in cash in lieu of (a) any elective deferrals made by such Participant pursuant to any nonqualified deferred compensation arrangement or (b) elective contributions made on such Participant's behalf by the Company pursuant to a qualified cash or deferred arrangement (as defined in section 401(k) of the Code) or pursuant to a plan maintained under section 125 of the Code.

2.7 "***Cause***" means (a) the willful and continued failure by the Participant to substantially perform the Participant's duties with the Company (other than any such failure resulting from the Participant's incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the Participant by the Board of Directors (or by a delegate appointed by the Board of Directors), which demand specifically identifies the manner in which the Board of Directors believes that the Participant has not substantially performed the Participant's duties, or (b) the willful engaging by the Participant in conduct which is demonstrably and materially injurious to the Company or any of its Wholly-Owned Subsidiaries, monetarily or otherwise. For purposes of paragraphs (a) and (b) of this definition, (A) no act, or failure to act, on the Participant's part shall be deemed "willful" if done, or omitted to be done, by the Participant in good faith and with reasonable belief that the act, or failure to act, was in the best interest of the Company and (B) in the event of a dispute concerning the application of this provision, no claim by the Company that Cause exists shall be given effect unless the Company establishes to the Board of Directors by clear and convincing evidence that Cause exists.

2.8 "***Change in Control***" means the occurrence of any of the following events during the Term of the Plan:

(a) the individuals who are Incumbent Directors cease for any reason to constitute a majority of the members of the Board of Directors;

(b) the consummation of a Merger of the Company with another Entity, *unless*:

(1) the individuals and Entities who were the Beneficial Owners of the Voting Securities of the Company outstanding immediately prior to such Merger own, directly or indirectly, more than 50 percent of the combined voting power of the Voting Securities of either the surviving Entity or the parent of the surviving Entity outstanding immediately after such Merger; and

(2) the individuals who comprise the Board of Directors immediately prior to such Merger constitute a majority of the board of directors or other governing body of either the surviving Entity or the parent of the surviving Entity;

(c) the consummation of a Merger of a Wholly-Owned Subsidiary with another Entity (other than an Entity in which the Company owns, directly or indirectly, a majority of the voting and equity interests) if the gross revenues of such Wholly-Owned

Subsidiary (including the Entities wholly-owned directly or indirectly by such Wholly-Owned Subsidiary) for the twelve-month period immediately preceding the month in which the Merger occurs equal or exceed 30 percent of the consolidated gross revenues reported by the Company on the Company's consolidated financial statements for such period;

(d) any Person, other than a Specified Owner, becomes a Beneficial Owner, directly or indirectly, of securities of the Company representing 30 percent or more of the combined voting power of the Company's then outstanding Voting Securities;

(e) a sale, transfer, lease or other disposition of all or substantially all of the Assets is consummated (an "***Asset Sale***"), *unless*:

(1) the individuals and Entities who were the Beneficial Owners of the Voting Securities of the Company immediately prior to such Asset Sale own, directly or indirectly, more than 50 percent of the combined voting power of the Voting Securities of the Entity that acquires such Assets in such Asset Sale or its parent immediately after such Asset Sale in substantially the same proportions as their ownership of the Company's Voting Securities immediately prior to such Asset Sale; and

(2) the individuals who comprise the Board of Directors immediately prior to such Asset Sale constitute a majority of the board of directors or other governing body of either the Entity that acquired such Assets in such Asset Sale or its parent; or

(f) The stockholders of the Company approve a plan of complete liquidation or dissolution of the Company.

2.9 "***Code***" means the Internal Revenue Code of 1986, as amended, or any successor act.

2.10 "***Committee***" means, prior to a Change in Control, the Compensation Committee of the Board of Directors. After a Change in Control, "*Committee*" means (a) the individuals (not fewer than three (3) in number) who, on the date six months prior to the Change in Control constitute the Compensation Committee of the Board of Directors, plus, (b) in the event that fewer than three (3) individuals are available from the group specified in clause (a) above for any reason, such individuals as may be appointed by the individual or individuals so available (including for this purpose any individual or individuals previously so appointed under this clause (b)); *provided*, *however,* that the maximum number of individuals constituting the Committee after a Change in Control shall not exceed six (6).

2.11 "***Company***" means The Men's Wearhouse, Inc., a Texas corporation, and any successor by merger or otherwise.

2.12 "***Disability***" means the absence of the Participant from the Participant's duties with the Company on a full-time basis for 90 calendar days as a result of incapacity due to mental or physical illness that is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Participant or the Participant's legal representatives.

2.13 "***Effective Date***" means September 1, 2009, the date as of which the Plan is adopted.

2.14 "***Eligible Individual***" means a key management employee of an Employer.

2.15 "***Employer***" means the Company or any Affiliate that adopts the Plan pursuant to the provisions of Section 10.

2.16 "***Entity***" means any corporation, partnership, association, joint-stock company, limited liability company, trust, unincorporated organization or other business entity.

2.17 "***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended, or any successor act.

2.18 "***Expiration Date***" shall have the meaning specified in the definition of the phrase "*Term of the Plan*".

2.19 "*Good Reason*" for termination by the Participant of his employment means the occurrence (without the Participant's express written consent) after any Change in Control, of any one of the following acts by the Employer, or failures by the Employer to act, unless, in the case of any act or failure to act described in paragraphs (a), (e), (f) or (g) below, such act or failure to act is corrected prior to the effective date of the Participant's termination for Good Reason:

(a) the assignment to the Participant of any duties or responsibilities which are substantially diminished as compared to the Participant's duties and responsibilities immediately prior to a Change in Control or a material change in the Participant's reporting responsibilities, titles or offices as a key management employee of the Employer and as in effect immediately prior to the Change in Control;

(b) a reduction by the Employer in the Participant's annual Base Compensation as in effect immediately prior to a Change in Control;

(c) the relocation of the Participant's principal place of employment to a location outside of a 50-mile radius from the Participant's principal place of employment immediately prior to the Change in Control or the Employer's requiring the Participant to be based anywhere other than such principal place of employment (or permitted relocation thereof) except for required travel on the Employer's business to an extent substantially consistent with the Participant's business travel obligations immediately prior to a Change in Control;

(d) a material reduction in the employee benefits provided to the Participant immediately prior to the Change in Control;

(e) the failure by the Employer to continue in effect any compensation plan in which the Participant participates immediately prior to the Change in Control which is material to the Participant's total compensation, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Employer to continue the Participant's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount or timing of payment of benefits provided and the level of the Participant's participation relative to other participants, as existed immediately prior to the Change in Control;

(f) the failure by the Employer to continue to provide the Participant with benefits substantially similar to those enjoyed by the Participant under any of the Employer's pension, savings, retirement, stock ownership, life insurance, medical, health and accident, or disability plans in which the Participant was participating immediately prior to the Change in Control (except for across the board changes similarly affecting all individuals having a similar level of authority and responsibility with the Employer and all individuals having a similar level of authority and responsibility with any Person in control of the Employer), the taking of any other action by the Employer which would directly or indirectly materially reduce any of such benefits or deprive the Participant of any material fringe benefit enjoyed by the Participant at the time of the Change in Control, or the failure by the Employer to provide the Participant with the number of paid vacation days to which the Participant is entitled on the basis of years of service with the Employer in accordance with the Employer's normal vacation policy in effect immediately prior to the time of the Change in Control; or

(g) any purported termination of the Participant's employment which is not effected pursuant to a notice of termination satisfying the requirements of Section 6.1 hereof.

The Participant's right to terminate his employment for Good Reason shall not be affected by the Participant's incapacity due to physical or mental illness. The Participant's continued employment shall not constitute consent to, or a waiver of any rights with respect to, any act or failure to act constituting Good Reason hereunder.

For purposes of any determination regarding the existence of Good Reason, any claim by the Participant that Good Reason exists shall be presumed to be correct unless the Employer establishes to the Committee by clear and convincing evidence that Good Reason does not exist. The Committee's determination regarding the existence of Good Reason shall be conclusive and binding upon all parties unless the Committee's determination is arbitrary and capricious.

2.20 "***Highest Base Compensation***" means the Participant's annualized Base Compensation in effect immediately prior to (a) a Change in Control, (b) the first event or circumstance constituting Good Reason, or (c) the Participant's Termination Date, whichever is greatest.

2.21 ***"Highest Bonus"*** means an amount equal to the highest Bonus received by the Participant during the three year period immediately preceding the Company's fiscal year during which a Change in Control occurs.

2.22 "***Incumbent Director***" means:

(a) a member of the Board of Directors on the Effective Date; or

(b) an individual:

(1) who becomes a member of the Board of Directors after the Effective Date;

(2) whose appointment or election by the Board of Directors or nomination for election by the Company's stockholders is approved or recommended by a vote of at least two-thirds of the then serving *Incumbent Directors* (as defined herein); and

(3) whose initial assumption of service on the Board of Directors is not in connection with an actual or threatened election contest.

2.23 "***Merger***" means a merger, consolidation or similar transaction.

2.24 "***Participant***" means an individual who is eligible to participate in the Plan under the provisions of Section 3.

2.25 "***Person***" shall have the meaning ascribed to the term in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended, or any successor act, and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof, except that the term shall not include (a) the Company, the Employer or any of their Affiliates, (b) a trustee or other fiduciary holding Company securities under an employee benefit plan of the Company or any of its Affiliates, (c) an underwriter temporarily holding securities pursuant to an offering of those securities or (d) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

2.26 "***Plan***" means The Men's Wearhouse, Inc. Change in Control Severance Plan, as it may be amended from time to time.

2.27 "***Renewal Date***" shall have the meaning specified in the definition of the phrase "*Term of the Plan*."

2.28 "***Section 409A***" means section 409A of the Code and the rules and regulations issued thereunder by the Internal Revenue Service and the Department of Treasury.

2.29 ***"Separation From Service"*** has the meaning ascribed to that term under Section 409A.

2.30 ***"Specified Employee"*** has the meaning ascribed to that term under Section 409A.

2.31 "*Specified Owner*" means any of the following:

(a) George Zimmer; any Person controlled by George Zimmer and any trust established by George Zimmer for the benefit of himself or his immediate family;

(b) the Company;

(c) an Affiliate of the Company;

(d) an employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate of the Company;

(e) a Person that becomes a Beneficial Owner of the Company's outstanding Voting Securities representing 30 percent or more of the combined voting power of the Company's then outstanding Voting Securities as a result of the acquisition of securities directly from the Company and/or its Affiliates; or

(f) a Person that becomes a Beneficial Owner of the Company's outstanding Voting Securities representing 30 percent or more of the combined voting power of the Company's then outstanding Voting Securities as a result of a Merger if the individuals and Entities who were the Beneficial Owners of the Voting Securities of the Company outstanding immediately prior to such Merger own, directly or indirectly, at least 50 percent of the combined voting power of the Voting Securities of any of the Company, the surviving Entity or the parent of the Company or the surviving Entity outstanding immediately after such Merger in substantially the same proportions as their ownership of the Voting Securities of the Company outstanding immediately prior to such Merger.

2.32 "***Term of the Plan***" means the period commencing on the Effective Date and ending on:

(a) the last day of the three-year period beginning on the Effective Date if no Change in Control shall have occurred during that three-year period (such last day being the "***Expiration Date***"); or

(b) if a Change in Control shall have occurred during (i) the three-year period beginning on the Effective Date or (ii) any period for which the Term of the Plan shall have been automatically extended pursuant to the second sentence of this definition, the last day of the two-year period beginning on the date on which the Change in Control occurred.

After the expiration of the time period described in subsection (a) of this definition and in the absence of a Change in Control (as described in subsection (b) of this definition) the Term of the Plan shall be automatically extended for successive two-year periods beginning on the day immediately following the Expiration Date (the beginning date of each successive two-year period being a "***Renewal Date***"), unless, not later than 18 months prior to the Expiration Date or applicable Renewal Date, the Committee shall give notice to Participants that the Term of the Plan will not be extended.

2.33 “***Termination Date***” means the date as of which a Participant incurs a Separation From Service determined in accordance with the provisions of Section 6.2.

2.34 “***Termination of Employment***” means the termination of an individual’s employment relationship with the Company (a) by the Company without Cause after a Change in Control occurs, or (b) by the individual for Good Reason after a Change in Control occurs.

For purposes of this definition, an individual’s employment shall be deemed to have been terminated after a Change in Control, if (a) a Change in Control occurs and (b) (i) the individual’s employment is terminated by the Company without Cause prior to a Change in Control and such termination was at the request or direction of a Person who has entered into an agreement with the Company, the consummation of which would constitute a Change in Control; (ii) the individual terminates his employment for Good Reason prior to a Change in Control and the circumstance or event which constitutes Good Reason occurs at the request or direction of a Person who has entered into an agreement with the Company, the consummation of which would constitute a Change in Control; or (iii) the individual’s employment is terminated by the Company without Cause or by the individual for Good Reason and such termination or the circumstance or event which constitutes Good Reason is otherwise in connection with or in anticipation of a Change in Control. For purposes of any determination regarding the applicability of the immediately preceding sentence, any position taken by the Participant shall be presumed to be correct unless the Company establishes to the Committee by clear and convincing evidence that such position is not correct.

Termination of Employment does not include (a) a termination of employment due to the individual’s death or Disability, or (b) a termination of employment by the individual without Good Reason.

2.35 “***Voting Securities***” means the outstanding securities entitled to vote generally in the election of directors or other governing body.

2.36 “***Wholly-Owned Subsidiary***” means an Entity that is, directly or indirectly, wholly owned by the Company.

3. ELIGIBILITY

The individuals who shall be eligible to participate in the Plan shall be those Eligible Individuals who are selected by the Committee. The Committee shall notify an Eligible Individual who has been selected for participation of his eligibility to participate in the Plan by furnishing him a written notification of participation.

Notwithstanding any other provision of the Plan, an Eligible Individual shall not be eligible to participate in the Plan if there is in effect an individual severance agreement (including an employment agreement that provides for severance benefits) or change in control agreement between the Eligible Individual and the Company or other Employer.

Notwithstanding any other provision of the Plan, the Committee may discontinue an individual’s eligibility to participate in the Plan by providing him written advance notice (the “***Notice***”), no later than 18 months prior to the Expiration Date or a Renewal Date (as defined in the definition of "*Term of the Plan*" in Section 2.32), that he shall no longer participate in the Plan; *provided*, *however*, that should a Change in Control occur during such 18-month advance notification period, the Notice shall be void and of no effect, and the Participant shall be eligible to participate in the Plan as if the Notice were never given.

4. BENEFITS

4.1 Equity Based Compensation. Upon the occurrence of a Change in Control, all options to acquire the Company's stock and all shares of restricted Company stock held by the Participant under any plan of the Company shall become immediately vested, exercisable and nonforfeitable, notwithstanding any provision of the applicable award agreement.

4.2 Benefits Following Termination of Employment. If a Participant incurs a Termination of Employment during the Term of the Plan, the Company shall provide the Participant the benefits described below.

(a) ***Severance Payment***. The Company will pay the Participant a cash severance benefit in an amount equal to the sum of:

(1) The Participant's Highest Base Compensation; and

(2) The Participant's Highest Bonus.

A Participant's severance payment under this paragraph (a) will be paid in accordance with the provisions of Section 5.

(b) ***Accident and Health Insurance Benefits***. The Company shall arrange to provide the Participant and his dependents continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") for accident and health insurance benefits substantially similar to those provided to the Participant and his dependents by the Company immediately prior to the Termination Date or, if more favorable to the Participant, those provided to the Participant and his dependents by the Company immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no cost to the Participant, for the first twelve (12) months COBRA coverage must be offered following the Participant's Termination Date (or such shorter period of time as is required under COBRA) (the Participant will be required to pay all premiums due for any COBRA coverage provided to the Participant and his dependents after such twelve (12) month period).

If the Participant is a Specified Employee and the benefits specified in this Section 4.2(b) are taxable to the Participant and not otherwise exempt from Section 409A, the following provisions shall apply to the reimbursement or provision of such benefits. Any amounts to which the Participant would otherwise be entitled under this Section 4.2(b) during the first six months following the date of the Participant's Separation From Service shall be accumulated and paid to the Participant on the date that is six months following the date of his Separation From Service. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 4.2(b), or in-kind benefits provided, during the Participant's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of the Participant. Any reimbursement of an expense described in this Section 4.2(b) shall be made on or before the last day of the Participant's taxable year following the Participants' taxable year in which the expense was incurred. The Participant's right to reimbursement or in-kind benefits pursuant to this Section 4.2(b) shall not be subject to liquidation or exchange for another benefit.

(c) ***Life Insurance***. A Participant shall be entitled to a single sum cash payment in an amount equivalent to the product of (i) the total monthly basic life insurance premium (both the portion paid by the Company and the portion paid by the Participant) applicable to the Participant's basic life insurance coverage on his Termination Date and (ii) 12. The single sum cash payment will be made in accordance with the provisions of Section 5. If a conversion option is applicable under the Company's group life insurance program, a Participant may, at his option, convert his basic life insurance coverage to an individual policy after his Termination Date by completing the forms required by the Company.

4.3 Legal Fees. The Company shall pay all legal fees and expenses incurred by the Participant (a) in disputing in good faith any issue relating to the Participant's Termination of Employment, or (b) in seeking in good faith to obtain or enforce any benefit or right provided under the Plan. Such payments shall be made within ten (10) business days after the delivery of the Participant's written request for the payment accompanied by such evidence of fees and expenses incurred as the Company may reasonably require. Notwithstanding the preceding sentence, if the Participant incurs a Separation From Service and is a Specified Employee, the Company shall not make any further payment of amounts payable by the Company to the Participant under this Section 4.3 before the date that is six months following the date of his Separation From Service. Rather, on the date that is six months following the date of the Participant's Separation From Service the Company shall pay to the Participant all amounts payable by the Company to the Participant under this Section 4.3 for which a written request for payment was properly submitted by the Participant during the first six months following the date of the Participant's Separation From Service or which were otherwise not paid before the Participant's Separation From Service. In any event the Company shall pay the Participant such legal fees and expenses by the last day of the Participant's taxable year following the taxable year in which the Participant incurred such legal fees and expenses. The legal fees or expenses that are subject to reimbursement pursuant to this Section 4.3 shall not be limited as a result of when the fees or expenses are incurred. The amount of legal fees or expenses that is eligible for reimbursement pursuant to this Section 4.3 during a given taxable year of the Participant shall not affect the amount of expenses eligible for reimbursement in any other taxable year of the Participant. The right to reimbursement pursuant to this Section 4.3 is not subject to liquidation or exchange for another benefit. The Participant shall repay to the Company any expenses reimbursed by the Company pursuant to this Section 4.3 if a court of competent jurisdiction shall have determined by a final, nonappealable order, that the expenses to be repaid were incurred solely by reason of the Participant not acting in good faith in incurring such expenses.

5. TIME OF BENEFITS PAYMENTS

The Company shall pay the Participant any cash benefits described in paragraphs (a) and (c) of Section 4.2 in a single sum cash payment within thirty (30) days after the Participant's Separation From Service if the Participant is not a Specified Employee or on the date that is six (6) months following the Participant's Separation From Service if the Participant is a Specified Employee.

6. TERMINATION PROCEDURES

6.1 Notice of Termination. After a Change in Control and during the Term of the Plan, any purported termination of the Participant's employment by the Company shall be communicated by the Company by a written Notice of Termination to the Participant in accordance with Section 13.10 hereof. For purposes of the Plan, a "***Notice of Termination***" shall mean a notice which shall indicate the specific termination provision in the Plan relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment under the provision so indicated. Further, a Notice of Termination for Cause is required to include a certified copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board of Directors at a meeting of the Board of Directors which was called and held for the purpose of considering such termination (after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before the Board of Directors) finding that, in the good faith opinion of the Board of Directors, the Participant committed an act set forth in clause (a) or (b) of the definition of Cause herein, and specifying the particulars thereof in detail. No purported termination of the Participant's employment by the Company after a Change in Control and during the Term of the Plan shall be effective unless the Company complies with the procedures set forth in this Section 6.1.

6.2 Termination Date. "***Termination Date***", with respect to any purported Separation From Service after a Change in Control and during the Term of the Plan, shall mean (a) if the Participant's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that the Participant shall not have returned to the full-time performance of the Participant's duties during such thirty (30) day period), and (b) if the Participant's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than thirty (30) days (except in the case of a termination for Cause) and, in the case of a termination by the Participant, shall not be less than fifteen (15) days nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

6.3 Dispute Concerning Termination. If within fifteen (15) days after any Notice of Termination is given, or, if later, prior to the Termination Date (as determined without regard to this Section 6.3), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Termination Date shall be extended until the earlier of (a) the date on which the Term of the Plan ends or (b) the date on which the dispute is finally resolved, either by mutual written agreement of the parties or by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected);

provided, however, that the Termination Date shall be extended by a notice of dispute given by the Participant only if such notice is given in good faith and the Participant pursues the resolution of such dispute with reasonable diligence.

7. WITHHOLDING

The Company may withhold from any benefits paid under the Plan all income, employment, and other taxes required to be withheld under applicable law.

8. DEATH OF PARTICIPANT

If a Participant dies after his Termination Date but before the Participant receives full payment of the benefits to which he is entitled, any unpaid benefits will be paid to the Participant's surviving spouse, or if the Participant does not have a surviving spouse, to the Participant's estate.

9. AMENDMENT AND TERMINATION

During the Term of the Plan, the Plan may not be terminated or amended in any manner that would negatively affect a Participant's rights under the Plan. Further, no amendment or termination of the Plan after a Participant's Termination Date shall affect the benefits payable to such Participant. Subject to the foregoing restrictions, the Company may amend or terminate the Plan by a written instrument that is authorized by the Committee.

10. ADOPTION OF PLAN BY AFFILIATES

(a) With the written approval of the Committee, any entity that is an Affiliate may adopt the Plan by appropriate action of its board of directors or noncorporate counterpart, as evidenced by a written instrument executed by an authorized officer of such entity or an executed adoption agreement (approved by the board of directors or noncorporate counterpart of the Affiliate), agreeing to be bound by all the terms, conditions and limitations of the Plan and providing all information required by the Committee.

(b) The provisions of the Plan shall apply separately and equally to each adopting Affiliate in the same manner as is expressly provided for the Company, except that the power to appoint the Committee and the power to amend or terminate the Plan shall be exercised by the Company.

(c) For purposes of the Code and ERISA, the Plan as adopted by the Affiliates shall constitute a single plan rather than a separate plan of each Affiliate.

11. DISPUTED PAYMENTS AND FAILURES TO PAY

If the Company fails to make a payment in whole or in part as of the payment deadline specified in the Plan, either intentionally or unintentionally, other than with the express or implied consent of the Participant, the Participant shall make prompt and reasonable good faith efforts to collect the remaining portion of the payment. The Company shall pay any such unpaid benefits due to the Participant, together with interest on the unpaid benefits from the date of the payment deadline specified in the Plan at an annual rate equal to 120 percent of the applicable Federal rate provided for in section 1274(d) of the Code, within ten (10) business days of discovering that the additional monies are due and payable.

The Company shall hold harmless and indemnify the Participant on a fully grossed-up after tax basis from and against (i) any and all taxes imposed under Section 409A (and any comparable state statutes) by any taxing authority as a result of the Company's failure to comply with this Section 11 and all penalties and interest with respect to the Company's failure to comply with this Section 11, and (ii) all expenses (including reasonable attorneys', accountants', and experts' fees and expenses) incurred by the Participant due to a tax audit or litigation addressing the existence or amount of a tax liability described in clause (i); and (iii) the amount of additional taxes (including penalties and interest) imposed upon the Participant due to the Company's payment of the initial taxes penalties, interest and expenses described in clauses (i) and (ii).

The Company shall make a payment to reimburse the Participant in an amount equal to all federal, state and local taxes imposed upon the Eligible Individual that are described in clauses (i) and (iii) of the foregoing paragraph of this Section 11, including the amount of additional taxes imposed upon the Participant due to the Company's payment of the initial taxes on such amounts, by the end of the Participant's taxable year next following the Participant's taxable year in which the Participant remits the related taxes to the taxing authority. The Company shall make a payment to reimburse the Participant in an amount equal to all expenses and other amounts incurred due to a tax audit or litigation addressing the existence or amount of a tax liability pursuant to clause (ii) of the foregoing paragraph of this Section 11, by the end of Participant's taxable year following the Participant's taxable year in which the taxes that are the subject of the audit or litigation are remitted to the taxing authority, or where as a result of such audit or litigation no taxes are remitted, the end of the Participant's taxable year following the Participant's taxable year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation.

12. FORFEITURE FOR CAUSE

12.1 Notwithstanding any other provision of the Plan, if a determination is made as provided in Section 12.2 (a "***Forfeiture Determination***") that (a) the Participant, before or after the termination of the Participant's employment with the Company and all Affiliates, (i) committed fraud, embezzlement, theft, felony or an act of dishonesty in the course of his employment by the Company or an Affiliate, (ii) knowingly caused or assisted in causing the publicly released financial statements of the Company to be misstated or the Company or a subsidiary of the Company to engage in criminal misconduct, (iii) disclosed trade secrets of the Company or an Affiliate or (iv) violated the terms of any non-competition, non-disclosure or similar agreement with respect to the Company or any Affiliate to which the Participant is a party; and (b) in the case of the actions described in clause (i), (iii) and (iv), such action materially and adversely affected the Company, then at or after the time such Forfeiture Determination is made the Board of Directors, in its sole discretion, if such Forfeiture Determination is made prior to a Change in Control, or, as determined by a final, non-appealable order of a court of competent jurisdiction, if such Forfeiture Determination is made after a

Change in Control, as a fair and equitable forfeiture to reflect the harm done to the Company and a reduction of the benefit bestowed on the Participant had the facts existing at the time the benefit was bestowed that led to the Forfeiture Determination been known to the Company at the time the benefit was bestowed, may determine that some or all (x) benefits payable or to be provided, or previously paid or provided, under the Plan to the Participant (including any payment previously paid to the Participant under Section 4.2 or legal expense reimbursement payment under Section 4.3), (y) cash bonuses paid on or after the Effective Date by the Company to the Participant under any plan, program, policy, practice, contract or agreement of the Company or (z) equity awards granted to the Participant under any plan, program, policy, practice, contract or agreement of the Company that vested on or after the Effective Date, will be forfeited to the Company on such terms as determined by the Board of Directors or the final, non-appealable order of a court of competent jurisdiction.

12.2 A Forfeiture Determination for purposes of Section 12.1 shall be made (a) before the occurrence of a Change in Control, by a majority vote of the Board of Directors and (b) on or after the occurrence of a Change in Control, by the final, nonappealable order of a court of competent jurisdiction. The findings and decision of the Board of Directors with respect to a Forfeiture Determination made before the occurrence of a Change in Control, including those regarding the acts of the Participant and the damage done to the Company, will be final for all purposes absent a showing by clear and convincing evidence of manifest error by the Board of Directors. No decision of the Board of Directors, however, will affect the finality of the discharge of the Participant by the Company or an Affiliate.

13. MISCELLANEOUS

13.1 Plan Not an Employment Contract. The adoption and maintenance of the Plan is not a contract between the Company and its employees that gives any employee the right to be retained in its employment. Likewise, it is not intended to interfere with the rights of an Employer to terminate an employee’s employment at any time with or without notice and with or without cause or to interfere with an employee’s right to terminate his employment at any time.

13.2 Alienation Prohibited. No benefits hereunder shall be subject to anticipation or assignment by a Participant, to attachment by, interference with, or control of any creditor of a Participant, or to being taken or reached by any legal or equitable process in satisfaction of any debt or liability of a Participant prior to its actual receipt by the Participant. Any attempted conveyance, transfer, assignment, mortgage, pledge, or encumbrance of the benefits hereunder prior to payment thereof shall be void.

13.3 Number and Gender. As used in the Plan, unless the context otherwise expressly requires to the contrary, references to the singular include the plural, and vice versa; references to the masculine include the feminine and neuter; references to “including” mean “including (without limitation)”; and references to Sections and clauses mean the sections and clauses of the Plan.

13.4 Headings. The headings of Sections herein are included solely for convenience, and if there is any conflict between such headings and the text of the Plan, the text shall control.

13.5 Severability. Each provision of the Plan may be severed. If any provision is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision.

13.6 Binding Effect. The Plan shall be binding upon any successor of the Company. Further, the Board of Directors shall not authorize a Change in Control that is a merger or a sale transaction unless the purchaser or the Company's successor agrees to take such actions as are necessary to cause all Participants to be paid or provided all benefits due under the terms of the Plan as in effect immediately prior to the Change in Control.

13.7 Settlement of Disputes Concerning Benefits Under the Plan; Arbitration. All claims by a Participant for benefits under the Plan shall be directed to and determined by the Committee and shall be in writing. Any denial by the Committee of a claim for benefits under the Plan shall be delivered to the Participant in writing within thirty (30) days after written notice of the claim is provided to the Company in accordance with Section 13.10 and shall set forth the specific reasons for the denial and the specific provisions of the Plan relied upon. The Committee shall afford a reasonable opportunity to the Participant for a review of the decision denying a claim and shall further allow the Participant to appeal to the Committee a decision of the Committee within sixty (60) days after notification by the Committee that the Participant's claim has been denied. Any further dispute or controversy arising out of or relating to the Plan, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the interpretation or application of the provisions of the Plan shall be resolved by arbitration in accordance with the rules of the American Arbitration Association (the "***AAA***") then in effect. No arbitration proceeding relating to the Plan may be initiated by either the Company or the Participant unless the claims review and appeals procedures specified in this Section 13.7 have been exhausted. Within ten (10) business days of the initiation of an arbitration hereunder, the Company and the Participant will each separately designate an arbitrator, and within twenty (20) business days of selection, the appointed arbitrators will appoint a neutral arbitrator from the AAA Panel of Commercial Arbitrators. The arbitrators shall issue their written decision (including a statement of finding of facts) within thirty (30) days from the date of the close of the arbitration hearing. The decision of the arbitrators selected hereunder will be final and binding on both parties. This arbitration provision is expressly made pursuant to and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (or replacement or successor statute). Pursuant to Section 9 of the Federal Arbitration Act, the Company and any Participant agree that a judgment of the United States District Court for the District in which the principal corporate office of the Company is located at the time of initiation of an arbitration hereunder may be entered upon the award made pursuant to the arbitration.

13.8 No Mitigation. The Company agrees that if the Participant's employment with the Company terminates during the Term of the Plan, the Participant is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Participant by the Company pursuant to the Plan. Further, except as expressly provided otherwise herein, the amount of any payment or benefit provided for in the Plan shall not be reduced by any compensation earned by the Participant as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Participant to the Company, or otherwise.

13.9 Other Amounts Due. Except as expressly provided otherwise herein, the payments and benefits provided for in the Plan are in addition to and not in lieu of amounts and benefits that are earned by a Participant prior to his Termination Date. The Company shall pay a Participant any compensation earned through the Termination Date but not previously paid to the Participant. Further the Participant shall be entitled to any other amounts or benefits due the Participant in accordance with any contract, plan, program or policy of the Company or any of its Affiliates. Amounts that the Participant is entitled to receive under any plan, program, contract or policy of the Company or any of its Affiliates at or subsequent to the Participant's Termination Date shall be payable or otherwise provided in accordance with such plan, program, contract or policy, except as expressly modified herein.

13.10 Notices. For the purpose of the Plan, notices and all other communications provided for in the Plan shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to the Participant, to the residential address listed on the Participant's notification of participation and, if to the Company, to 6380 Rogerdale Road, Houston, Texas 77072, directed to the attention of the Chief Financial Officer, and with a copy to the General Counsel of the Company at 40650 Encyclopedia Circle, Fremont, California 94538, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt.

13.11 Governing Law. All provisions of the Plan shall be construed in accordance with the laws of the State of Texas, except to the extent preempted by federal law and except to the extent that the conflicts of laws provisions of the State of Texas would require the application of the relevant law of another jurisdiction, in which event the relevant law of the State of Texas will nonetheless apply, with venue for litigation being solely and exclusively in Houston, Texas.

13.12 Compliance With Section 409A. It is intended that the Plan shall comply with Section 409A. The provisions of the Plan shall be interpreted and administered in a manner that complies with Section 409A.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer effective as of September 1, 2009.

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS

Name: Neill P. Davis

Title: Executive Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer

Exhibit 31.1

Certifications

I, George Zimmer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Men's Wearhouse, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: September 10, 2009

By /s/ GEORGE ZIMMER
George Zimmer
Chief Executive Officer

Exhibit 31.2

Certifications

I, Neill P. Davis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Men's Wearhouse, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: September 10, 2009

By /s/ NEILL P. DAVIS
Neill P. Davis
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer

Exhibit 32.1

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of The Sarbanes-Oxley Act of 2002

Not Filed Pursuant to the Securities Exchange Act of 1934

In connection with the Quarterly Report of The Men's Wearhouse, Inc. (the "Company") on Form 10-Q for the period ending August 1, 2009, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, George Zimmer, Chief Executive Officer of the Company, certify, pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirement of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: September 10, 2009

By /s/ GEORGE ZIMMER
George Zimmer
Chief Executive Officer

Exhibit 32.2

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of The Sarbanes-Oxley Act of 2002

Not Filed Pursuant to the Securities Exchange Act of 1934

In connection with the Quarterly Report of The Men’s Wearhouse, Inc. (the “Company”) on Form 10-Q for the period ending August 1, 2009, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Neill P. Davis, Chief Financial Officer of the Company, certify, pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirement of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: September 10, 2009

By /s/ NEILL P. DAVIS
Neill P. Davis
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer