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 October 31, 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 December 4, 2009 was 52,279,947 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 nine months ended October 31, 2009 and November 1, 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)

	October 31, 2009 (Unaudited)	November 1, 2008 (Unaudited)	January 31, 2009
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 198,538	$ 84,337	$ 87,412
Short-term investments	—	17,434	17,121
Accounts receivable, net	17,304	17,804	16,315
Inventories	473,626	490,831	440,099
Other current assets	48,997	66,223	70,668
Total current assets	738,465	676,629	631,615
PROPERTY AND EQUIPMENT, net	370,191	393,391	387,472
TUXEDO RENTAL PRODUCT, net	100,653	84,702	96,691
GOODWILL	59,111	58,695	57,561
OTHER ASSETS, net	12,655	18,361	14,391
TOTAL	$1,281,075	$1,231,778	$1,187,730
LIABILITIES AND SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	$ 121,374	$ 130,944	$ 108,800
Accrued expenses and other current liabilities	106,082	102,347	111,404
Income taxes payable	24,743	468	19
Total current liabilities	252,199	233,759	220,223
LONG-TERM DEBT	42,985	88,608	62,916
DEFERRED TAXES AND OTHER LIABILITIES	63,087	65,674	62,443
Total liabilities	358,271	388,041	345,582
COMMITMENTS AND CONTINGENCIES (Note 3 and Note 10)			
SHAREHOLDERS' EQUITY:			
Preferred stock	—	—	—
Common stock	704	699	700
Capital in excess of par	323,864	312,485	315,404
Retained earnings	977,659	926,468	924,288
Accumulated other comprehensive income	33,203	16,621	14,292
Total	1,335,430	1,256,273	1,254,684
Treasury stock, at cost	(412,626)	(412,536)	(412,536)
Total shareholders' equity	922,804	843,737	842,148
TOTAL	$1,281,075	$1,231,778	$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 Nine Months Ended	
	October 31, 2009	November 1, 2008	October 31, 2009	November 1, 2008
Net sales:				
Clothing product	$ 333,882	$ 334,415	$ 1,057,246	$ 1,109,014
Tuxedo rental services	97,702	96,498	298,688	294,145
Alteration and other services	30,431	28,760	96,423	92,899
Total net sales	462,015	459,673	1,452,357	1,496,058
Cost of sales:				
Clothing product, including buying and distribution costs	147,354	143,793	484,998	484,758
Tuxedo rental services	16,497	16,202	50,004	49,569
Alteration and other services	23,096	23,673	70,876	73,608
Occupancy costs	72,394	73,281	218,028	220,601
Total cost of sales	259,341	256,949	823,906	828,536
Gross margin	202,674	202,724	628,451	667,522
Selling, general and administrative expenses	172,595	178,955	525,704	574,491
Operating income	30,079	23,769	102,747	93,031
Interest income	289	744	778	2,259
Interest expense	(308)	(978)	(957)	(3,617)
Earnings before income taxes	30,060	23,535	102,568	91,673
Provision for income taxes	10,375	8,948	38,142	34,318
Net earnings	$ 19,685	$ 14,587	$ 64,426	$ 57,355
Net earnings per common share: (Note 2)				
Basic	$ 0.37	$ 0.28	$ 1.23	$ 1.11
Diluted	$ 0.37	$ 0.28	$ 1.22	$ 1.10
Weighted average common shares outstanding: (Note 2)				
Basic	52,208	51,703	52,072	51,604
Diluted	52,442	52,011	52,218	51,913
Cash dividends declared per common share	$ 0.07	$ 0.07	$ 0.21	$ 0.21

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 Nine Months Ended	
	October 31, 2009	November 1, 2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	$ 64,426	$ 57,355
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	64,879	68,699
Tuxedo rental product amortization	33,149	31,739
(Gain) loss on disposition of assets	2,012	(212)
Deferred rent expense	1,640	2,586
Share-based compensation	7,603	7,333
Deferred tax (benefit) provision	(8,130)	1,984
(Increase) decrease in accounts receivable	(769)	71
Increase in inventories	(27,051)	(9,953)
Increase in tuxedo rental product	(34,871)	(35,644)
Decrease in other assets	29,919	1,110
Increase (decrease) in accounts payable, accrued expenses and other current liabilities	6,214	(21,390)
Increase (decrease) in income taxes payable	25,242	(13,879)
Decrease in other liabilities	(1,863)	(1,738)
Net cash provided by operating activities	162,400	88,061
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(44,466)	(69,485)
Purchases of available-for-sale investments	—	(17,434)
Proceeds from sales of available-for-sale investments	19,410	59,921
Other investing activities	—	175
Net cash used in investing activities	(25,056)	(26,823)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of common stock	3,032	2,359
Proceeds from revolving credit facility	—	150,600
Payments on revolving credit facility	(25,000)	(105,975)
Payments on Canadian term loan	—	(31,880)
Cash dividends paid	(11,029)	(10,936)
Tax payments related to vested deferred stock units	(1,634)	(1,402)
Excess tax benefits from share-based plans	208	125
Purchase of treasury stock	(90)	(156)
Net cash (used in) provided by financing activities	(34,513)	2,735
Effect of exchange rate changes	8,295	(19,082)
INCREASE IN CASH AND CASH EQUIVALENTS	111,126	44,891
Balance at beginning of period	87,412	39,446
Balance at end of period	$ 198,538	$ 84,337

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 — Our financial instruments consist of cash and cash equivalents, short-term investments, accounts receivable, accounts payable, accrued expenses and other current liabilities and long-term debt. Management estimates that, as of October 31, 2009 and January 31, 2009, the fair value of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other current liabilities approximate their fair value due to the highly liquid or short-term nature of these instruments. The investments classified as short-term investments at November 1, 2008 and January 31, 2009, are carried at fair value based on quoted market prices for such financial instruments. The fair values of long-term debt approximate their carrying amounts as of October 31, 2009 and January 31, 2009, based upon terms available to us for borrowings with similar arrangements and remaining maturities.

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 $3.3 million ($2.1 million after tax or $0.04 per diluted earnings per common share) was recognized during the nine months ended October 31, 2009. Pretax breakage income of $0.2 million ($0.1 million after tax) was recognized during the three months ended October 31, 2009, with no effect on that quarter's diluted earnings per common share. Gift card breakage estimates are reviewed on a quarterly basis.

Recently Issued Accounting Pronouncements — In June 2009, the Financial Accounting Standards Board ("FASB") issued a standard regarding the FASB Accounting Standards Codification ("Codification") and the hierarchy of generally accepted accounting principles ("GAAP"). This standard identifies the source of accounting principles and the framework for selecting the principles used in the preparation of financial statements of non-governmental entities that are presented in conformity with GAAP in the United States. In addition, this standard establishes the FASB Codification as the source of authoritative GAAP recognized by the FASB to be applied by non-governmental entities in the preparation of financial statements in conformity with GAAP. All guidance contained in the Codification carries an equal level of authority.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

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

This standard is effective for financial statements issued for interim and annual periods ending after September 15, 2009. The adoption of this standard did not have an impact on our financial position, results of operations or cash flows, but will affect our financial reporting process by eliminating all references to pre-codification standards. On the effective date of this standard, the Codification superseded all then-existing non-SEC accounting and reporting standards, and all other non-grandfathered, non-SEC accounting literature not included in the Codification became non-authoritative.

In May 2009, the FASB issued a standard regarding accounting for subsequent events. This standard 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. This standard is effective for interim periods ending after June 15, 2009. As this standard amends only the disclosure requirements about subsequent events, its adoption did not affect our financial position, results of operations or cash flows. We have evaluated subsequent events through December 9, 2009, which is the date the condensed consolidated financial statements were issued.

In April 2009, the FASB issued guidance regarding interim disclosures about fair value of financial instruments. This guidance 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. This guidance is effective for interim periods ending after June 15, 2009. As this guidance amends only the disclosure requirements about fair value of financial instruments in interim periods, its adoption 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 June 2008, the FASB issued guidance regarding accounting by lessees for maintenance deposits. This guidance is effective for financial statements issued for fiscal years beginning after December 15, 2008 and interim periods within those fiscal years. This guidance 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 this guidance did not have a material impact on our financial position, results of operations or cash flows.

In June 2008, the FASB issued guidance for determining whether instruments granted in share-based payment transactions are participating securities, which 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 guidance 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 guidance is prohibited. We adopted this guidance 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 nine months ended October 31, 2009, noting no significant difference on the basic and diluted earnings per common share calculations. This guidance has not been applied to prior year quarters as the impact is immaterial. Refer to Note 2 for earnings per common share disclosures.

In December 2007, the FASB issued a revised standard regarding accounting for business combinations. This standard 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 standard also establishes disclosure requirements which will enable users to evaluate the nature and financial effect of the business combination. This standard is effective for fiscal years beginning after December 15, 2008. We adopted this standard 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 February 2008, the FASB issued guidance, which deferred the effective date of the FASB statement regarding fair value measurements for all non-financial assets and non-financial liabilities for fiscal years beginning after November 15, 2008 and interim periods within those fiscal years for items within the scope of this guidance. We adopted this guidance for non-financial assets and non-financial liabilities on February 1, 2009. The adoption of this guidance did not have a material impact to our financial position, results of operations or cash flows.

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 the FASB's guidance regarding the determination of whether instruments granted in share-based payment transactions are participating securities 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 nine months ended October 31, 2009, noting no significant difference on the basic and diluted earnings per common share calculations. This guidance 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 nine months ended November 1, 2008.

The following table sets forth the computation of basic and diluted earnings per common share (in thousands, except per share amounts). Basic and diluted earnings per common share are computed using the actual net earnings available to common shareholders and the actual weighted-average common shares outstanding rather than the rounded numbers presented within our condensed consolidated statement of earnings and the accompanying notes. As a result, it may not be possible to recalculate earnings per common share in our condensed consolidated statement of earnings and the accompanying notes.

	For the Three Months Ended		For the Nine Months Ended	
	October 31, 2009	November 1, 2008	October 31, 2009	November 1, 2008
Numerator				
Net earnings	$ 19,685	$ 14,587	$ 64,426	$ 57,355
Net earnings allocated to participating securities (restricted stock and deferred stock units)	(196)	—	(638)	—
Net earnings available to common shareholders	$ 19,489	$ 14,587	$ 63,788	$ 57,355
Denominator				
Basic weighted average common shares outstanding	52,208	51,703	52,072	51,604
Effect of dilutive securities:				
Stock options and equity-based compensation	234	308	146	309
Diluted weighted average common shares outstanding	52,442	52,011	52,218	51,913
Net earnings per common share:				
Basic	$ 0.37	$ 0.28	$ 1.23	$ 1.11
Diluted	$ 0.37	$ 0.28	$ 1.22	$ 1.10

For the three and nine months ended October 31, 2009, 0.7 million and 1.0 million anti-dilutive stock options were excluded from the calculation of diluted earnings per common share, respectively. For the three and nine months ended November 1, 2008, 1.0 million and 1.2 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 October 31, 2009, there was US$43.0 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 October 31, 2009.

Adverse conditions in the U.S. and global credit markets have 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 October 31, 2009, letters of credit totaling approximately $12.6 million were issued and outstanding.

4. Comprehensive Income (Loss) and Supplemental Cash Flows

Our comprehensive income (loss) is as follows (in thousands):

	For the Three Months Ended		For the Nine Months Ended	
	October 31, 2009	November 1, 2008	October, 31, 2009	November, 1 2008
Net earnings	$ 19,685	$ 14,587	$ 64,426	$ 57,355
Currency translation adjustments, net of tax	(785)	(22,284)	18,911	(27,008)
Comprehensive income (loss)	$ 18,900	$ (7,697)	$ 83,337	$ 30,347

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 Nine Months Ended	
	October 31, 2009	November 1, 2008
Cash paid (received) during the nine months for:		
Interest	$ 827	$ 3,431
Income taxes, net	(3,518)	46,689
Schedule of noncash investing and financing activities:		
Tax deficiency related to share-based plans	(537)	(710)
Treasury stock contributed to employee stock plan	—	1,000

We had cash dividends declared of $3.7 million at October 31, 2009 and at November 1, 2008. We had unpaid capital expenditure purchases accrued in accounts payable, accrued expenses and other current liabilities of approximately $2.9 million and $4.5 million at October 31, 2009 and November 1, 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 nine months ended October 31, 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	3,027
Adjustment for excess of tax deductible goodwill	(1,477)
Balance, October 31, 2009	$59,111

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 nine 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):

	October 31, 2009	November 1, 2008	January 31, 2009
Trademarks, tradenames, favorable leases and other intangibles	$ 16,327	$ 17,064	$ 17,037
Accumulated amortization	(11,048)	(8,692)	(9,330)
Net total	$ 5,279	$ 8,372	$ 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 $1.7 million and $1.9 million for the nine months ended October 31, 2009 and November 1, 2008, respectively, and approximately $2.6 million for the year ended January 31, 2009. Pretax amortization associated with intangible assets at October 31, 2009 is estimated to be $0.5 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):

	October 31, 2009	November 1, 2008	January 31, 2009
Prepaid expenses	$ 25,773	$ 26,831	$ 26,603
Current deferred tax asset	19,175	10,641	11,812
Tax receivable	91	18,548	24,335
Other	3,958	10,203	7,918
Total other current assets	$ 48,997	$ 66,223	$ 70,668

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

	October 31, 2009	November 1, 2008	January 31, 2009
Accrued salary, bonus, sabbatical and vacation	$ 32,509	$ 32,014	$ 36,865
Sales, payroll and property taxes payable	15,227	15,612	14,887
Unredeemed gift certificates	12,351	15,519	17,801
Accrued workers compensation and medical costs	16,772	12,669	14,790
Tuxedo rental deposits	10,204	9,597	9,171
Other	19,019	16,936	17,890
Total accrued expenses and other current liabilities	$ 106,082	$ 102,347	$ 111,404

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

	October 31, 2009	November 1, 2008	January 31, 2009
Deferred rent and landlord incentives	$ 44,695	$ 44,546	$ 44,204
Non-current deferred and other income tax liabilities	11,337	14,341	11,807
Other	7,055	6,787	6,432
Total deferred taxes and other liabilities	$ 63,087	$ 65,674	$ 62,443

7. Treasury Stock

As of October 31, 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 nine months ended October 31, 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, October 31, 2009	18,111,602

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 nine months of 2009 or 2008. At October 31, 2009, the remaining balance available under the August 2007 authorization was $44.3 million.

During the nine months ended October 31, 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 nine months ended November 1, 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 in accordance with the FASB standard regarding share-based payments, 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 nine months ended October 31, 2009 was $2.4 million and $7.6 million, respectively. Share-based compensation expense recognized for the three and nine months ended November 1, 2008 was $2.6 million and $7.3 million, respectively.

Stock Options

The following table summarizes stock option activity for the nine months ended October 31, 2009:

	Shares	Weighted-Average Exercise Price
Outstanding at January 31, 2009	1,661,858	$ 19.95
Granted	140,322	17.31
Exercised	(117,685)	13.54
Expired	(8,040)	16.00
Outstanding at October 31, 2009	1,676,455	$ 20.20
Exercisable at October 31, 2009	575,143	$ 17.78

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 nine months ended October 31, 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 nine months ended October 31, 2009. No stock options were granted during the three months ended October 31, 2009.

	For the nine months ended October 31, 2009
Risk-free interest rate	2.21%
Expected lives	6.9 years
Dividend yield	1.99%
Expected volatility	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 October 31, 2009, we have unrecognized compensation expense related to nonvested stock options of approximately $6.6 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 nine months ended October 31, 2009:

	Shares	Weighted-Average Grant-Date Fair Value
Nonvested at January 31, 2009	545,237	$ 26.34
Granted	275,905	17.92
Vested (1)	(289,183)	27.39
Forfeited	(3,125)	18.23
Nonvested at October 31, 2009	528,834	$ 21.42

(1) Includes 87,688 shares relinquished for tax payments related to vested deferred stock units for the nine months ended October 31, 2009.

During the nine months ended October 31, 2009, 19,360 restricted stock shares and 269,823 deferred stock units vested. No shares of restricted stock were granted or forfeited during the nine months ended October 31, 2009. Total nonvested shares of 528,834 at October 31, 2009 include 90,224 nonvested restricted stock shares.

As of October 31, 2009, we have unrecognized compensation expense related to nonvested restricted stock shares and deferred stock units of approximately $6.5 million which is expected to be recognized over a weighted average period of 1.6 years.

Employee Profit Sharing and Stock Purchase Plan

We have a defined contribution Employee Stock Ownership Plan ("ESOP") which provides eligible employees with future retirement benefits. Contributions to the ESOP are made at the discretion of the Board of Directors. No contributions were charged to operations in fiscal 2008 or 2009. In October 2009, the Board of Directors of the Company approved the termination of the ESOP, effective as of October 15, 2009. Each participant and former participant in the ESOP who has an account balance under the ESOP on January 1, 2009, which was not fully vested on that date will become fully vested in the amount credited to his or her account under the ESOP together with any amounts thereafter allocated and credited to such account prior to its distribution. Annual expense associated with the ESOP is approximately $0.1 million. We do not expect the termination of the ESOP to significantly affect our consolidated financial statements.

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 nine months ended October 31, 2009, employees purchased 108,102 shares under the ESDP, which had a weighted-average share price of $13.31 per share. As of October 31, 2009, 1,207,758 shares were reserved for future issuance under the ESDP.

9. 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 November 1, 2008, we had recognized the total pretax cost of $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 nine months ended October 31, 2009. The accrued balance of $0.4 million at October 31, 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 October 31, 2009 related to the closure of the Montreal manufacturing facility (in thousands):

Accrued costs at August 1, 2009	$ 607
Cash payments	(248)
Translation adjustment	(2)
Accrued costs at October 31, 2009	$ 357

The following table details information related to the accrued balance recorded during the nine months ended October 31, 2009 related to the closure of the Montreal manufacturing facility (in thousands):

Accrued costs at January 31, 2009	$ 971
Cash payments	(723)
Translation adjustment	109
Accrued costs at October 31, 2009	$ 357

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

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

10. Legal Matters

On October 8, 2009, the Company was named in a federal securities class action lawsuit filed in the United States District Court for the Southern District of Texas, Houston Division. The case is styled *Material Yard Workers Local 1175 Benefit Funds, et al. v. The Men's Wearhouse, Inc.*, Case No. 4:09-cv-03265. The class period alleged in the complaint runs from March 7, 2007 to January 9, 2008. The primary allegations are that the Company issued false and misleading press releases regarding its guidance for fiscal year 2007 on various occasions during the alleged class period. The complaint seeks damages based on the decline in the Company's stock price following the announcement of lowered guidance on Oct. 10, 2007, Nov. 28, 2007, and Jan. 9, 2008. The case is in its early stages, discovery has not begun, and the court has not yet appointed lead plaintiffs or lead counsel for the putative shareholder class. The Company believes the lawsuit is without merit and intends to mount a vigorous defense; we are unable to determine the likely outcome at this time.

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.

11. Supplemental Sales Information (in thousands)

	For the Three Months Ended		For the Nine Months Ended	
	October 31, 2009	November 1, 2008	October 31, 2009	November 1, 2008
Net sales:				
Men's tailored clothing product	$ 180,070	$ 174,579	$ 569,611	$ 578,447
Men's non-tailored clothing product	133,507	140,347	422,147	465,616
Ladies clothing product	16,594	14,666	55,071	48,019
Corporate apparel uniform product	3,711	4,823	10,417	16,932
Total clothing product	333,882	334,415	1,057,246	1,109,014
Tuxedo rental services	97,702	96,498	298,688	294,145
Alteration services	25,002	23,225	79,755	75,802
Retail dry cleaning services	5,429	5,535	16,668	17,097
Total alteration and other services	30,431	28,760	96,423	92,899
Total net sales	$ 462,015	$ 459,673	$ 1,452,357	$ 1,496,058
Net sales by brand:				
MW (1)	$ 317,584	$ 315,607	$ 987,546	$ 1,006,229
K&G	79,329	80,415	277,442	277,442
Moores	55,962	53,293	160,284	178,358
MW Cleaners (2)	5,429	5,535	16,668	17,097
Twin Hill (3)	3,711	4,823	10,417	16,932
Total net sales	$ 462,015	$ 459,673	$ 1,452,357	$ 1,496,058

(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 Nine Months Ended		For the Year Ended
	October 31, 2009	November 1, 2008	October 31, 2009	November 1, 2008	January 31, 2009
Stores open at beginning of period:	1,278	1,287	1,294	1,273	1,273
Opened	1	16	4	40	43
Closed	(5)	(5)	(24)	(15)	(22)
Stores open at end of period	1,274	1,298	1,274	1,298	1,294
Stores open at end of period:					
U.S. —					
Men's Wearhouse	581	579	581	579	580
Men's Wearhouse & Tux	469	495	469	495	489
K&G	107	107	107	107	108
	1,157	1,181	1,157	1,181	1,177
Canada —					
Moores	117	117	117	117	117
	1,274	1,298	1,274	1,298	1,294

Our results of operations for the three and nine months ended October 31, 2009 continued to be impacted by a depressed economic and retail environment as unemployment increased and consumer spending remained weak. We continued efforts to stimulate sales with discounts and promotional events as we also managed our inventory purchases, maintained expense control efforts and reduced capital expenditures. We closed 24 stores (21 tux rental stores, two Men's Wearhouse stores and one K&G store) that had reached the end of their lease terms during the nine months ended October 31, 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 $462.0 million and net earnings of $19.7 million for the three months ended October 31, 2009, compared to revenues of $459.7 million and net earnings of $14.6 million for the three months ended November 1, 2008. We had revenues of $1,452.4 million and net earnings of $64.4 million for the nine months ended October 31, 2009, compared to revenues of $1,496.1 million and net earnings of $57.4 million for the nine months ended November 1, 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.

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Results of Operations

Three Months Ended October 31, 2009 compared to Three Months Ended November 1, 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 (1)	
	October 31, 2009	November 1, 2008
Net sales:		
Clothing product	72.3%	72.8%
Tuxedo rental services	21.1	21.0
Alteration and other services	6.6	6.2
Total net sales	100.0%	100.0%
Cost of sales:		
Clothing product, including buying and distribution costs	31.9	31.3
Tuxedo rental services	3.6	3.5
Alteration and other services	5.0	5.2
Occupancy costs	15.7	15.9
Gross margin	43.9	44.1
Selling, general and administrative expenses	37.4	38.9
Operating income	6.5	5.2
Interest income	0.1	0.2
Interest expense	(0.1)	(0.2)
Earnings before income taxes	6.5	5.2
Provision for income taxes	2.2	2.0
Net earnings	4.3%	3.2%

(1) Percentage line items may not sum to totals due to the effect of rounding.

The Company's net sales showed a slight increase of $2.3 million, or 0.5%, to $462.0 million for the quarter ended October 31, 2009 as compared to the same prior year quarter. The increase was due mainly to the following:

(in millions)	Amount Attributed to
$ (0.5)	Decrease in comparable sales.
2.4	Increase from net sales of stores opened in 2008, relocated stores and expanded stores not yet included in comparable sales.
1.8	Increase in alteration services sales.
(1.4)	Decrease in corporate apparel and other sales.
(2.2)	Decrease in net sales resulting from stores closed.
1.2	Increase in net sales from 4 new stores opened in 2009.
1.0	Increase in net sales resulting from exchange rate changes.
$ 2.3	**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 0.2% at Men's Wearhouse as the impact of lower store traffic levels more than offset the effect of increases in units per transaction, driven by our promotional activities, and the average transaction value. At Moores, store traffic levels were also lower than in the prior year quarter, but promotion-driven increases in units per transaction and an increased average transaction value were more than offsetting and resulted in a comparable store sales increase of 1.9%. Comparable store sales decreased 1.1% at K&G as decreases in units per transaction and average transaction value more than offset an increase in store traffic. 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. Tuxedo rental service revenues, as a percentage of total revenues, increased slightly from 21.0% in the third quarter of 2008 to 21.1% in the third quarter of 2009. Alteration services revenues also increased due mainly to the increases in units per transaction at Men's Wearhouse and Moores.

The Company's gross margin was as follows:

	For the Three Months Ended	
	October 31, 2009	November 1, 2008
Gross margin (in thousands)	$ 202,674	$ 202,724
Gross margin as a percentage of related sales:		
Clothing product, including buying and distribution costs	55.9%	57.0%
Tuxedo rental services	83.1%	83.2%
Alteration and other services	24.1%	17.7%
Occupancy costs	(15.7)%	(15.9)%
Total gross margin	43.9%	44.1%

Total gross margin of $202.7 million for the quarter ended October 31, 2009 was unchanged from the prior year quarter. However, as a percentage of sales, total gross margin decreased from 44.1% in the third quarter of 2008 to 43.9% in the third quarter of 2009. This decrease was due mainly to lower clothing product margins, offset partially by an improved alteration services margin. As a percentage of related sales, the clothing product gross margin decreased from 57.0% in 2008 to 55.9% 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 17.7% in 2008 to 24.1% 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 83.2% in 2008 to 83.1% 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, decreased from 15.9% of total sales in the third quarter of 2008 to 15.7% in the third quarter of 2009. On an absolute dollar basis, occupancy costs decreased by 1.2% from the third quarter of 2008 to the third quarter of 2009 due mainly to lower rent expense from our decreased store count.

Selling, general and administrative expenses decreased to $172.6 million in the third quarter of 2009 from $179.0 million in the third quarter of 2008, a decrease of $6.4 million or 3.6%. As a percentage of sales, these expenses decreased from 38.9% in the third quarter of 2008 to 37.4% in the third quarter of 2009. The components of this 1.5% net decrease in SG&A expenses as a percentage of net sales and the related absolute dollar changes were as follows:

%	Attributed to
0.7	Increase in advertising expense as a percentage of sales from 3.2% in the third quarter of 2008 to 3.9% in the third quarter of 2009. On an absolute dollar basis, advertising expense increased $3.2 million.
(0.3)	Decrease in store salaries as a percentage of sales from 15.3% in the third quarter of 2008 to 15.0% in the third quarter of 2009. Store salaries on an absolute dollar basis decreased $1.2 million primarily due to decreased personnel.
(0.4)	Decrease in other SG&A expenses of $1.8 million due to the absence in 2009 of costs incurred in the third 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.
(1.5)	Decrease in other SG&A expenses as a percentage of sales from 20.0% in the third quarter of 2008 to 18.5% in the third quarter of 2009. On an absolute dollar basis, other SG&A expenses decreased $6.6 million primarily due to the continuation of cost control efforts initiated in the fourth quarter of 2008.
(1.5)%	**Total**

Interest expense decreased from $1.0 million in the third quarter of 2008 to $0.3 million in the third quarter of 2009, while interest income decreased from $0.7 million in the third quarter of 2008 to $0.3 million in the third quarter of 2009. Weighted average borrowings outstanding decreased from $80.0 million in the third quarter of 2008 to $42.8 million in the third quarter of 2009, and the weighted average interest rate on outstanding indebtedness decreased from 4.5% to 1.9%. 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 third quarter of 2009 decreased mainly due to a decrease in the effective interest rate for the Canadian term loan from 3.3% at November 1, 2008 to 1.3% at October 31, 2009. The decrease in interest income was primarily attributable to lower interest rates for the third quarter of 2009 as compared to the third quarter of 2008.

Our effective income tax rate was 34.5% for the third quarter of 2009 and 38.0% for the third quarter of 2008. The effective tax rate in 2009 and 2008 differed from the statutory U.S. federal rate of 35% due to various factors including the effect of state income taxes, the conclusion of certain income tax audits, and the recognition of previously unrecognized tax benefits and related accrued interest upon the expiration of the related statute of limitations.

These factors resulted in net earnings of $19.7 million or 4.3% of net sales for the third quarter of 2009, compared with net earnings of $14.6 million or 3.2% of net sales for the third quarter of 2008.

Nine Months Ended October 31, 2009 compared to Nine Months Ended November 1, 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 Nine Months Ended (1)	
	October 31, 2009	November 1, 2008
Net sales:		
Clothing product	72.8%	74.1%
Tuxedo rental services	20.6	19.7
Alteration and other services	6.6	6.2
Total net sales	100.0%	100.0%
Cost of sales:		
Clothing product, including buying and distribution costs	33.4	32.4
Tuxedo rental services	3.4	3.3
Alteration and other services	4.9	4.9
Occupancy costs	15.0	14.8
Gross margin	43.3	44.6
Selling, general and administrative expenses	36.2	38.4
Operating income	7.1	6.2
Interest income	0.1	0.1
Interest expense	(0.1)	(0.2)
Earnings before income taxes	7.1	6.1
Provision for income taxes	2.6	2.3
Net earnings	4.4%	3.8%

(1) Percentage line items may not sum to totals due to the effect of rounding.

The Company's net sales decreased $43.7 million, or 2.9%, to $1,452.4 million for the nine months ended October 31, 2009. The decrease was due mainly to a $51.8 million decrease in clothing product sales, offset partially by a $4.5 million increase in tuxedo rental services and a $4.0 million increase in alteration services, and is attributable to the following:

(in millions)	Amount Attributed to
$ (33.1)	Decrease in comparable sales.
13.5	Increase from net sales of stores opened in 2008, relocated stores and expanded stores not yet included in comparable sales.
4.0	Increase in alteration services sales.
(7.9)	Decrease in corporate apparel and other sales.
(6.8)	Decrease in net sales resulting from stores closed.
1.9	Increase in net sales from 4 new stores opened in 2009.
(15.3)	Decrease in net sales resulting from exchange rate changes.
$ (43.7)	**Total**

Our comparable store sales decreased 3.0% at Men's Wearhouse and 1.9% at Moores as moderate increases in units per transaction and the average transaction value, driven by our promotional activities, were more than offset by lower store traffic levels. At K&G, comparable store sales decreased 0.8% primarily due to decreases in units per transaction and average transaction value. 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 19.7% in the first nine months of 2008 to 20.6% in the first nine months of 2009. Exchange rate changes from a weaker Canadian dollar also caused total sales for the first nine months of 2009 to be $15.3 million less than the comparable prior year sales.

The Company's gross margin was as follows:

	For the Nine Months Ended	
	October 31, 2009	November 1, 2008
Gross margin (in thousands)	$ 628,451	$ 667,522
Gross margin as a percentage of related sales:		
Clothing product, including buying and distribution costs	54.1%	56.3%
Tuxedo rental services	83.3%	83.1%
Alteration and other services	26.5%	20.8%
Occupancy costs	(15.0)%	(14.8)%
Total gross margin	43.3%	44.6%

Total gross margin decreased $39.1 million or 5.9% from the same prior year period to $628.5 million in the first nine months of 2009. As a percentage of sales, total gross margin decreased from 44.6% in the first nine months of 2008 to 43.3% in the first nine 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 56.3% in 2008 to 54.1% 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 20.8% in 2008 to 26.5% 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 14.8% of total sales in the first nine months of 2008 to 15.0% in the first nine months of 2009 but, on an absolute dollar basis, decreased by 1.2%.

Selling, general and administrative expenses decreased to $525.7 million in the first nine months of 2009 from $574.5 million in the first nine months of 2008, a decrease of $48.8 million or 8.5%. As a percentage of sales, these expenses decreased from 38.4% in the first nine months of 2008 to 36.2% in the first nine months of 2009. The components of this 2.2% net decrease in SG&A expenses as a percentage of net sales and the related absolute dollar changes were as follows:

%	Attributed to
0.6	Increase in advertising expense as a percentage of sales from 3.4% in the first nine months of 2008 to 4.0% in the first nine months of 2009. On an absolute dollar basis, advertising expense increased $6.8 million.
(0.2)	Decrease in store salaries as a percentage of sales from 14.6% in the first nine months of 2008 to 14.4% in the first nine months of 2009. Store salaries on an absolute dollar basis decreased $9.7 million primarily due to decreased commissions and store personnel due to decreased sales in 2009.
(0.7)	Decrease in other SG&A expenses of $10.0 million due to the absence in 2009 of costs incurred in the first nine 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.
(1.9)	Decrease in other SG&A expenses as a percentage of sales from 19.7% in the first nine months of 2008 to 17.8% in the first nine months of 2009. On an absolute dollar basis, other SG&A expenses decreased $35.9 million primarily due to cost control efforts initiated in the fourth quarter of 2008 and the 2009 recognition of $3.3 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).
(2.2)%	**Total**

Interest expense decreased from $3.6 million in the first nine months of 2008 to $1.0 million in the first nine months of 2009, while interest income decreased from $2.3 million in the first nine months of 2008 to $0.8 million in the first nine months of 2009. Weighted average borrowings outstanding decreased from $94.6 million in the first nine months of 2008 to $48.6 million in the first nine months of 2009, and the weighted average interest rate on outstanding indebtedness decreased from 4.7% 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 nine months of 2009 decreased mainly due to a decrease in the effective interest rate for the Canadian term loan from 3.3% at November 1, 2008 to 1.3% at October 31, 2009. The decrease in interest income was primarily attributable to lower interest rates for the first nine months of 2009 as compared to the first nine months of 2008.

Our effective income tax rate was 37.2% for the first nine months of 2009 and 37.4% for the first nine months of 2008. The effective tax rate in 2009 and 2008 differed from the statutory U.S. federal rate of 35% due to various factors including the effect of state income taxes, the conclusion of certain income tax audits, and the recognition of previously unrecognized tax benefits and related accrued interest upon the expiration of the related statute of limitations. During the first nine months of 2009, we recognized $0.6 million of net previously unrecognized tax benefits and associated accrued interest. During the first nine months of 2008, we recognized $1.3 million of net previously unrecognized tax benefits and associated accrued interest.

These factors resulted in net earnings of $64.4 million or 4.4% of net sales for the first nine months of 2009, compared with net earnings of $57.4 million or 3.8% of net sales for the first nine months of 2008.

Liquidity and Capital Resources

At October 31, 2009, January 31, 2009 and November 1, 2008, cash and cash equivalents totaled $198.5 million, $87.4 million and $84.3 million, respectively. We had working capital of $486.3 million, $411.4 million and $442.9 million at October 31, 2009, January 31, 2009 and November 1, 2008, respectively, which included short-term investments of $17.1 million and $17.4 million at January 31, 2009 and November 1, 2008, respectively. We held no short-term investments at October 31, 2009. 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 $74.9 million increase in working capital at October 31, 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 October 31, 2009, there was US$43.0 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 October 31, 2009.

Adverse conditions in the U.S. and global credit markets have 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 October 31, 2009, letters of credit totaling approximately $12.6 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 $162.4 million in the first nine months of 2009, due mainly to net earnings, adjusted for non-cash charges, and a decrease in other assets and an increase in income taxes payable, offset by increases in inventories and tuxedo rental product. During the first nine months of 2008, our operating activities provided net cash of $88.1 million, due mainly to net earnings, adjusted for non-cash charges, offset by increases in inventories and tuxedo rental product and decreases in accounts payable, accrued expenses and other current liabilities and income taxes payable. The increase in inventories during the first nine months of 2009 and 2008 was primarily due to seasonal inventory build up. The increase in tuxedo rental product in the first nine 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 nine months of 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 nine months of 2009 was due mainly to tax refunds received. Income taxes payable in the first nine months of 2008 decreased due to the decrease in net earnings for the period. The increase in income taxes payable in the first nine 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 nine months of 2009, our investing activities used net cash of $25.1 million due mainly to proceeds of short-term investments of $19.4 million, offset by capital expenditures of $44.5 million. During the first nine months of 2008, our investing activities used net cash of $26.8 million due mainly to net proceeds of short-term investments of $42.5 million, offset by capital expenditures of $69.5 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 and from issuances of common stock related to our share-based compensation plans. During the first nine months of 2009, our financing activities used net cash of $34.5 million due mainly to payments on our revolving credit facility of $25.0 million and cash dividends paid of $11.0 million, offset by $3.0 million of proceeds from the issuance of common stock. Our financing activities provided net cash of $2.7 million for the first nine months of 2008, due mainly to proceeds from our revolving credit facility and the issuance of common stock, offset by the payment of cash dividends and payments on our Canadian term loan and 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 nine months of 2009 or 2008. At October 31, 2009, the remaining balance available under the August 2007 authorization was $44.3 million.

During the nine months ended October 31, 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 nine months ended November 1, 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 $11.0 million and $10.9 million for the nine months ended October 31, 2009 and November 1, 2008, respectively.

In October 2009, our Board of Directors declared a quarterly cash dividend of $0.07 per share payable on December 24, 2009 to shareholders of record at close of business on December 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 October 31, 2009.

Future cash flow

The continuation of certain adverse 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 and cash equivalent balances. In addition, the presence of turmoil in the financial markets could limit our access to additional capital resources, if needed, and could increase associated costs. Given the uncertain economic environment, we continue to focus on operating effectiveness, expense control, inventory management and conservative capital spending. Going forward, we plan to proceed cautiously with new store growth and continue to anticipate a significant reduction in store openings in the next 12 months relative to 2008 levels. We believe based on our current business plan that our existing cash 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 October 31, 2009, borrowings available under our Credit Agreement were $187.4 million. However, current economic conditions may create 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 cash equivalents, which are primarily U.S. treasuries, guaranteed investment certificates and other interest bearing accounts, is held by three financial institutions (one 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, 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$43.0 million under our Canadian term loan at October 31, 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 October 31, 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 October 31, 2009, we have highly liquid investments classified as cash equivalents in our condensed consolidated balance sheet. Future investment income earned on our cash equivalents 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 October 31, 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 October 31, 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 October 31, 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

On October 8, 2009, the Company was named in a federal securities class action lawsuit filed in the United States District Court for the Southern District of Texas, Houston Division. The case is styled *Material Yard Workers Local 1175 Benefit Funds, et al. v. The Men's Wearhouse, Inc.*, Case No. 4:09-cv-03265. The class period alleged in the complaint runs from March 7, 2007 to January 9, 2008. The primary allegations are that the Company issued false and misleading press releases regarding its guidance for fiscal year 2007 on various occasions during the alleged class period. The complaint seeks damages based on the decline in the Company's stock price following the announcement of lowered guidance on Oct. 10, 2007, Nov. 28, 2007, and Jan. 9, 2008. The case is in its early stages, discovery has not begun, and the court has not yet appointed lead plaintiffs or lead counsel for the putative shareholder class. The Company believes the lawsuit is without merit and intends to mount a vigorous defense; we are unable to determine the likely outcome at this time.

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 6 — EXHIBITS

(a) Exhibits.

Exhibit Number		Exhibit Index
10.1	—	The Men's Wearhouse, Inc. Change in Control Severance Plan (As Amended and Restated Effective October 1, 2009) (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on October 27, 2009).
10.2	—	Forms of Deferred Stock Unit Award Agreement, Restricted Stock Award Agreement and Nonqualified Stock Option Award Agreement under The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (as amended and restated effective as of April 1, 2008) (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: December 9, 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 10.2

For Executive with Change in Control Agreement

DEFERRED STOCK UNIT AWARD AGREEMENT
The Men's Wearhouse, Inc.
2004 Long-Term Incentive Plan

This **Deferred Stock Unit Award Agreement** (this "*Agreement*") is made by and between The Men's Wearhouse, Inc., a Texas corporation (the "*Company*"), and ______________________________ (the "*Executive*") effective as of the __________ day of __________, 20 _____ (the *"Grant Date"*), pursuant to The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan, as amended and restated (the "*Plan*"), a copy of which previously has been made available to the Executive and the terms and provisions of which are incorporated by reference herein.

Whereas, the Company desires to grant to the Executive the Deferred Stock Units specified herein, subject to the terms and conditions of this Agreement; and

Whereas, the Executive desires to have the opportunity to receive from the Company an award of Deferred Stock Units subject to the terms and conditions of this Agreement;

Now, Therefore, in consideration of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. ***Definitions*.** For purposes of this Agreement, the following terms shall have the meanings indicated:

(a) "*Change in Control*" shall have the meaning set forth in the Change in Control Agreement.

(b) "*Change in Control Agreement*" shall mean that Change in Control Agreement Between The Men's Wearhouse, Inc. and the Executive dated effective May 15, 2009.

(c) "*Common Stock*" shall mean the common stock of the Company, $.01 par value per share (or such other par value as may be designated by act of the Company's shareholders).

(d) "*Deferred Stock Unit*" shall mean a Deferred Stock Unit issued under the Plan that is subject to the Forfeiture Restrictions.

(e) "*Event of Termination for Cause*" shall have the meaning set forth in the Change in Control Agreement.

(f) "*Event of Termination for Good Reason*" shall have the meaning set forth in the Change in Control Agreement.

(g) "*Forfeiture Restrictions*" shall mean the prohibitions and restrictions set forth herein with respect to the sale or other disposition of the Deferred Stock Units issued to the Executive hereunder and the obligation to forfeit and surrender such Deferred Stock Units to the Company.

(h) "*Person*" shall have the meaning set forth in the Change in Control Agreement.

(i) "*Section 409A*" means section 409A of the Internal Revenue Code of 1986, as amended, and the Department of Treasury rules and regulations issued thereunder.

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

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

Capitalized terms not otherwise defined in this Agreement shall have the meanings given to such terms in the Plan.

2. ***Grant of Deferred Stock Units.*** Effective as of the Grant Date, the Company hereby grants to the Executive __________ Deferred Stock Units. In accepting the award of Deferred Stock Units granted in this Agreement the Executive accepts and agrees to be bound by all the terms and conditions of the Plan and this Agreement. The Company shall cause to be delivered to the Executive in electronic or certificated form any shares of the Common Stock that are to be issued under the terms of this Agreement in exchange for Deferred Stock Units awarded hereby, and such shares of the Common Stock shall be transferable by the Executive as provided herein (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable securities law).

3. ***Deferred Stock Units Do Not Award Any Rights Of A Shareholder***. The Executive shall not have the voting rights or any of the other rights, powers or privileges of a holder of the Common Stock with respect to the Deferred Stock Units that are awarded hereby. Only after a share of the Common Stock is issued in exchange for a Deferred Stock Unit will the Executive have all of the rights of a shareholder with respect to such share of Common Stock issued in exchange for a Deferred Stock Unit.

4. ***Dividend Equivalent Payments.***

(a) If the Executive satisfies the substantial risk of forfeiture set forth in (i) and (ii) of this subsection (a) then the Executive shall be entitled to receive the Dividend Equivalents described in this subsection (a). If, on the date the Company pays a dividend in cash with respect to the outstanding shares of the Common Stock (a "*Cash Dividend*"), the Executive (i) is employed by the Company or a subsidiary of the Company as a common law employee and (ii) holds any Deferred Stock Units granted under this Agreement, then the Company will pay to the Executive an amount equal to the product of (x) the Deferred Stock Units awarded hereby that on the date the Company pays such Cash Dividend have not been forfeited to the Company or exchanged by the Company for shares of the Common Stock and (y) the amount of the Cash Dividend paid per share of the Common Stock (the "*Dividend Equivalents*"). The Company shall pay currently (and in no case later than the end of the calendar year in which the Cash Dividend is paid to the holders of the Common Stock or, if later, the 15th day of the third month following the date the Cash Dividend is paid to the holders of the Common Stock), in cash, an amount equal to the Dividend Equivalents with respect to the Executive's Deferred Stock Units.

(b) If during the period the Executive holds any Deferred Stock Units granted under this Agreement the Company pays a dividend in shares of the Common Stock with respect to the outstanding shares of the Common Stock, then the Company will increase the Deferred Stock Units awarded hereby that have not then been forfeited to or exchanged by the Company for shares of the Common Stock by an amount equal to the product of (i) the Deferred Stock Units awarded hereby that have not been forfeited to the Company or exchanged by the Company for shares of the Common Stock and (ii) the number of shares of the Common Stock paid by the Company per share of the Common Stock (collectively, the "*Stock Dividend Deferred Stock Units*"). Each Stock Dividend Deferred Stock Unit will be subject to same Forfeiture Restrictions and other restrictions, limitations and conditions applicable to the Deferred Stock Unit for which such Stock Dividend Deferred Stock Unit was awarded and will be exchanged for shares of the Common Stock at the same time and on the same basis as such Deferred Stock Unit.

5. ***Transfer Restrictions.*** The Deferred Stock Units granted hereby may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of (other than by will or the applicable laws of descent and distribution). Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company shall not be bound thereby. Further, any shares of the Common Stock issued to the Executive in exchange for Deferred Stock Units awarded hereby may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable securities laws. The Executive also agrees that the Company may (a) refuse to cause the transfer of any such shares of the Common Stock to be registered on the applicable stock transfer records of the Company if such proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of any applicable securities law and (b) give related instructions to the transfer agent, if any, to stop registration of the transfer of such shares of the Common Stock. The shares of Common Stock that may be issued under the Plan are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8. A Prospectus describing the Plan and the shares of Common Stock is available from the Company.

6. ***Vesting and Payment.***

(a) Except as otherwise provided in Section 6(c) and (d) of this Agreement, upon the lapse of the Forfeiture Restrictions applicable to a Deferred Stock Unit that is awarded hereby the Company shall issue to the Executive one share of the Common Stock in exchange for such Deferred Stock Unit and thereafter the Executive shall have no further rights with respect to such Deferred Stock Unit.

(b) The Deferred Stock Units that are granted hereby shall be subject to the Forfeiture Restrictions. Except as otherwise provided in Section 6(c) and (d) of this Agreement, the Forfeiture Restrictions shall lapse as to the Deferred Stock Units that are awarded hereby in accordance with the following schedule, provided that the Executive's employment with the Company and its subsidiaries has not terminated prior to the applicable lapse date:

Lapse Date	Number of Deferred Stock Units as to Which Forfeiture Restrictions Lapse

The Executive shall have no vested interest in the Deferred Stock Units credited to his or her bookkeeping ledger account except as set forth in this Section 6.

(c) Notwithstanding any other provision of this Agreement to the contrary, if, during the term of the Change in Control Agreement, a Change in Control occurs on or before the latest date set forth in Section 6(b) and the Executive continues to be employed by the Company or a subsidiary of the Company immediately prior to such Change in Control then all remaining Forfeiture Restrictions shall lapse as to the Deferred Stock Units that are granted hereby upon the occurrence of the Change in Control and the Company shall issue to the Executive one share of the Common Stock in exchange for such Deferred Stock Unit (i) on the date of the Change in Control if the Change in Control qualifies as a change in the ownership or effective control of a corporation, or in the ownership of a substantial portion of the assets of a corporation, within the meaning of Section 409A, or (ii) on the lapse date specified in Section 6(b) applicable to such Deferred Stock Unit, if the Change in Control of the Company does not so qualify, and thereafter the Executive shall have no further rights with respect to such Deferred Stock Unit.

(d) Notwithstanding any other provision of this Agreement to the contrary, if, during the term of the Change in Control Agreement, (i) the Company and all subsidiaries of the Company terminate the Executive's employment on or before the latest date set forth in Section 6(b) prior to a Change in Control (whether or not a Change in Control ever occurs) otherwise than as a result of the occurrence of an event that would constitute an Event of Termination for Cause if it occurred after a Change in Control and such termination is 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 is otherwise in connection with or in anticipation of a Change in Control (whether or not a Change in Control ever occurs) or (ii) the Executive terminates his employment with the Company and all subsidiaries of the Company on or before the latest date set forth in Section 6(b) prior to a Change in Control (whether or not a Change in Control ever occurs) after the occurrence of an event that would constitute an Event of Termination for Good Reason if it occurred after a Change in Control, and such termination or the circumstance or event which constitutes an Event of Termination for 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 is otherwise in connection with or in anticipation of a Change in Control (whether or not a Change in Control ever occurs), then all remaining Forfeiture Restrictions shall immediately lapse on the date of the Executive's Separation From Service and the Company shall issue to the Executive one share of the Common Stock in exchange for such Deferred Stock Unit (x) on the date of the Executive's Separation From Service if the Executive is not a Specified Employee or (y) on the date that is six months following the Executive's Separation From Service if the Executive is a Specified Employee, and thereafter the Executive shall have no further rights with respect to such Deferred Stock Unit.

(e) Except as otherwise provided in Section 6(c) and (d), if the Executive's employment with the Company and all of its subsidiaries terminates prior to the lapse date for any reason other than the death or permanent disability of the Executive, the Forfeiture Restrictions then applicable to the Deferred Stock Units shall not lapse and the number of Deferred Stock Units then subject to the Forfeiture Restrictions shall be forfeited to the Company on the date the Executive's employment terminates. Notwithstanding any other provision of this Agreement to the contrary, if the Executive dies or incurs a permanent disability before the lapse date and while in the active employ of the Company and/or one or more of its subsidiaries, all remaining Forfeiture Restrictions shall immediately lapse on the date of the termination of the Executive's employment due to death or permanent disability. For purposes of this Section 6, the Executive will incur a "permanent disability" if the Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company.

7. ***Capital Adjustments and Reorganizations.*** The existence of the Deferred Stock Units shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

8. ***Tax Withholding.*** To the extent that the receipt of the Deferred Stock Units, any payment in cash or shares of Common Stock or the lapse of any Forfeiture Restrictions results in income to the Executive for federal, state or local income, employment or other tax purposes with respect to which the Company or any Affiliate has a withholding obligation, the Executive shall deliver to the Company at the time of such receipt, payment or lapse, as the case may be, such amount of money as the Company or any Affiliate may require to meet its obligation under applicable tax laws or regulations, and, if the Executive fails to do so, the Company is authorized to withhold from the shares of Common Stock issued in exchange for the Deferred Stock Units, any payment in cash or shares of Common Stock under this Agreement or from any cash or stock remuneration then or thereafter payable to the Executive in any capacity any tax required to be withheld by reason of such resulting income, including (without limitation) shares of the Common Stock sufficient to satisfy the withholding obligation based on the Fair Market Value of the Common Stock on the date that the withholding obligation arises.

9. ***Nontransferability.*** This Agreement is not transferable by the Executive otherwise than by will or by the laws of descent and distribution.

10. ***Employment Relationship.*** For purposes of this Agreement, the Executive shall be considered to be in the employment of the Company and its Affiliates as long as the Executive has an employment relationship with the Company and its Affiliates. The Committee shall determine any questions as to whether and when there has been a termination of such

employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.

11. ***Not an Employment Agreement.*** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between the Executive and the Company or any Affiliate, to guarantee the right to remain employed by the Company or any Affiliate for any specified term or require the Company or any Affiliate to employ the Executive for any period of time.

12. ***Legend***. The Executive consents to the placing on the certificate for any shares of Common Stock issued under this Agreement in certificated form an appropriate legend restricting resale or other transfer of such shares except in accordance with the Securities Act of 1933 and all applicable rules thereunder.

13. ***Notices.*** Any notice, instruction, authorization, request or demand required hereunder shall be in writing, and shall be delivered either by personal delivery, by telegram, telex, telecopy or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at the then current address of the Company's Principal Corporate Office, and to the Executive at the Executive's residential address indicated beneath the Executive's signature on the execution page of this Agreement, or at such other address and number as a party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested.

14. ***Amendment and Waiver.*** Except as otherwise provided herein or in the Plan or as necessary to implement the provisions of the Plan, this Agreement may be amended, modified or superseded only by written instrument executed by the Company and the Executive. Only a written instrument executed and delivered by the party waiving compliance hereof shall make any waiver of the terms or conditions. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized executive officer of the Company other than the Executive. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner effect the right to enforce the same. No waiver by any party of any term or condition, or the breach of any term or condition contained in this Agreement, in one or more instances, shall be construed as a continuing waiver of any such condition or breach, a waiver of any other condition, or the breach of any other term or condition.

15. ***Arbitration***. In the event of any difference of opinion concerning the meaning or effect of the Plan or this Agreement, such difference shall be resolved by the Committee. **Any controversy arising out of or relating to the Plan or this Agreement shall be resolved by arbitration conducted in accordance with the terms of the Plan. The arbitration shall be final and binding on the parties.**

16. ***Governing Law and Severability.*** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Texas, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

17. ***Successors and Assigns.*** Subject to the limitations which this Agreement imposes upon the transferability of the Deferred Stock Units granted hereby and any shares of the Common Stock issued hereunder, this Agreement shall bind, be enforceable by and inure to the benefit of the Company and its successors and assigns, and to the Executive, the Executive's permitted assigns, executors, administrators, agents, legal and personal representatives.

18. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute but one and the same instrument.

19. ***Forfeiture for Cause.***

(a) Notwithstanding any other provision of this Agreement, if a determination is made as provided in Section 19(b) of this Agreement (a "***Forfeiture Determination***") that (i) the Executive, before or after the termination of the Executive's employment with the Company and all Affiliates, (A) committed fraud, embezzlement, theft, felony or an act of dishonesty in the course of his employment by the Company or an Affiliate, (B) 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, (C) disclosed trade secrets of the Company or an Affiliate or (D) violated the terms of any non-competition, non-disclosure or similar agreement with respect to the Company or any Affiliate to which the Executive is a party; and (ii) in the case of the actions described in clause (A), (B) and (D), such action materially and adversely affected the Company, then at or after the time such Forfeiture Determination is made the Board, 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 Executive 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: (x) some or all of the Deferred Stock Units awarded under this Agreement (including vested Deferred Stock Units that have not been exchanged for shares of the Common Stock and Deferred Stock Units that have not yet vested), (y) some or all of the Dividend Equivalents that are payable or have been paid under this Agreement and (z) some or all shares of Common Stock exchanged for Deferred Stock Units and some or all net proceeds realized with respect to any shares of the Common Stock received by the Executive in payment of Deferred Stock Units, will be forfeited to the Company on such terms as determined by the Board or the final, non-appealable order of a court of competent jurisdiction.

(b) A Forfeiture Determination for purposes of Section 19(a) of this Agreement shall be made (i) before the occurrence of a Change in Control, by a majority vote of the Board and

(ii) 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 with respect to a Forfeiture Determination made before the occurrence of a Change in Control, including those regarding the acts of the Executive 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. No decision of the Board, however, will affect the finality of the discharge of the Executive by the Company or an Affiliate.

In Witness Whereof, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and the Executive has executed this Agreement, all effective as of the date first above written.

THE MEN’S WEARHOUSE, INC.

By:

Name:
Title:

EXECUTIVE:

Name:

Address:

RESTRICTED STOCK AWARD AGREEMENT

The Men's Wearhouse, Inc.
2004 Long-Term Incentive Plan

This **Restricted Stock Award Agreement** (this "*Agreement*") is made by and between The Men's Wearhouse, Inc., a Texas corporation (the "*Company*"), and ______________________________ (the "*Executive*") effective as of the _____ day of __________, 20___ (the *"Grant Date"*), pursuant to The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan, as amended and restated (the "*Plan*"), a copy of which previously has been made available to the Executive and the terms and provisions of which are incorporated by reference herein.

Whereas, the Company desires to grant to the Executive the shares of the Company's common stock, $.01 par value, specified herein (the "*Shares*"), subject to the terms and conditions of this Agreement; and

Whereas, the Executive desires to have the opportunity to hold the Shares subject to the terms and conditions of this Agreement;

Now, Therefore, in consideration of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. ***Definitions*.** For purposes of this Agreement, the following terms shall have the meanings indicated:

(a) "*Change in Control*" shall have the meaning set forth in the Change in Control Agreement.

(b) "*Change in Control Agreement*" shall mean that Change in Control Agreement Between The Men's Wearhouse, Inc. and the Executive dated effective May 15, 2009.

(c) "*Forfeiture Restrictions*" shall mean the prohibitions and restrictions set forth herein with respect to the sale or other disposition of the Shares issued to the Executive hereunder and the obligation to forfeit and surrender such Shares to the Company.

(d) "*Period of Restriction*" shall mean the period during which Restricted Shares are subject to Forfeiture Restrictions and during which Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered.

(e) "*Restricted Shares*" shall mean the Shares that are subject to the Forfeiture Restrictions under this Agreement.

Capitalized terms not otherwise defined in this Agreement shall have the meanings given to such terms in the Plan.

2. ***Grant of Restricted Shares.*** Effective as of the Grant Date, the Company shall cause to be issued in the Executive's name the following Shares as Restricted Shares: __________ shares of the Company's common stock, $.01 par value. The Company shall cause certificates evidencing the Restricted Shares, and any shares of Stock or rights to acquire shares of Stock distributed by the Company in respect of Restricted Shares during any Period of Restriction (the "*Retained Distributions*"), to be issued in the Executive's name. During the Period of Restriction such certificates shall bear a restrictive legend to the effect that ownership of such Restricted Shares (and any Retained Distributions), and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms, and conditions provided in the Plan and this Agreement. The Executive shall have the right to vote the Restricted Shares awarded to the Executive and to receive and retain all regular dividends paid in cash or property (other than Retained Distributions), and to exercise all other rights, powers and privileges of a holder of Shares, with respect to such Restricted Shares, with the exception that (a) the Executive shall not be entitled to delivery of the stock certificate or certificates representing such Restricted Shares until the Forfeiture Restrictions applicable thereto shall have expired, (b) the Company shall retain custody of all Retained Distributions made or declared with respect to the Restricted Shares (and such Retained Distributions shall be subject to the same restrictions, terms and conditions as are applicable to the Restricted Shares) until such time, if ever, as the Restricted Shares with respect to which such Retained Distributions shall have been made, paid, or declared shall have become vested, and such Retained Distributions shall not bear interest or be segregated in separate accounts and (c) the Executive may not sell, assign, transfer, pledge, exchange, encumber, or dispose of the Restricted Shares or any Retained Distributions during the Period of Restriction. Upon issuance the certificates shall be delivered to such depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Restricted Shares occurs or the Forfeiture Restrictions lapse, together with stock powers or other instruments of assignment, each endorsed in blank, which will permit transfer to the Company of all or any portion of the Restricted Shares and any securities constituting Retained Distributions which shall be forfeited in accordance with the Plan and this Agreement. In accepting the award of Shares set forth in this Agreement the Executive accepts and agrees to be bound by all the terms and conditions of the Plan and this Agreement.

3. ***Transfer Restrictions.*** The Shares granted hereby may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of, to the extent then subject to the Forfeiture Restrictions. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company shall not be bound thereby. Further, the Shares granted hereby that are no longer subject to Forfeiture Restrictions may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable securities laws. The Executive also agrees that the Company may (a) refuse to cause the transfer of the Shares to be registered on the applicable stock transfer records of the Company if such proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of any applicable securities law and (b) give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares. The Shares are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8. A Prospectus describing the Plan and the Shares is available from the Company.

4. ***Vesting.***

(a) The Shares that are granted hereby shall be subject to the Forfeiture Restrictions. The Forfeiture Restrictions shall lapse as to the Shares that are awarded hereby in accordance with the following schedule, provided that the Executive's employment with the Company and its subsidiaries has not terminated prior to the applicable lapse date:

Lapse Date	Number of Restricted Shares as to Which Forfeiture Restrictions Lapse

(b) Notwithstanding any other provision of this Agreement to the contrary, if, during the term of the Change in Control Agreement, a Change in Control occurs then all remaining Forfeiture Restrictions shall lapse as to the Shares that are granted hereby upon the occurrence of the Change in Control provided that the Executive continues to be employed by the Company or an Affiliate immediately prior to the occurrence of such Change in Control.

(c) Upon the lapse of the Forfeiture Restrictions with respect to the Shares granted hereby the Company shall cause to be delivered to the Executive a stock certificate representing such Shares, and such Shares shall be transferable by the Executive (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable securities law).

(d) If the Executive ceases to be employed by the Company or a Affiliate for any reason before the applicable lapse date including due to the death or Disability of the Executive, the Forfeiture Restrictions then applicable to the Restricted Shares shall not lapse and all the Restricted Shares shall be forfeited to the Company.

5. ***Capital Adjustments and Reorganizations.*** The existence of the Restricted Shares shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

6. ***Tax Withholding.*** To the extent that the receipt of the Restricted Shares or the lapse of any Forfeiture Restrictions results in income to the Executive for federal, state or local income, employment or other tax purposes with respect to which the Company or any Affiliate has a withholding obligation, the Executive shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company or any Affiliate may require to meet its obligation under applicable tax laws or regulations, and, if the Executive fails to do so, the Company is authorized to withhold from the Shares granted hereby or from any cash or stock remuneration then or thereafter payable to the Executive in any capacity any tax required to be withheld by reason of such resulting income.

7. ***Section 83(b) Election.*** The Executive shall not exercise the election permitted under section 83(b) of the Internal Revenue Code of 1986, as amended, with respect to the Restricted Shares without the prior written approval of the Chief Financial Officer of the Company. If the Chief Financial Officer of the Company permits the election, the Executive shall timely pay the Company the amount necessary to satisfy the Company's attendant tax withholding obligations, if any.

8. ***No Fractional Shares.*** All provisions of this Agreement concern whole Shares. If the application of any provision hereunder would yield a fractional share, such fractional share shall be rounded down to the next whole share if it is less than 0.5 and rounded up to the next whole share if it is 0.5 or more.

9. ***Employment Relationship.*** For purposes of this Agreement, the Executive shall be considered to be in the employment of the Company and its Affiliates as long as the Executive has an employment relationship with the Company and its Affiliates. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.

10. ***Not an Employment Agreement.*** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between the Executive and the Company or any Affiliate, to guarantee the right to remain employed by the Company or any Affiliate for any specified term or require the Company or any Affiliate to employ the Executive for any period of time.

11. ***Legend***. The Executive consents to the placing on the certificate for the Shares of an appropriate legend restricting resale or other transfer of the Shares except in accordance with all applicable securities laws and rules thereunder.

12. ***Notices.*** Any notice, instruction, authorization, request or demand required hereunder shall be in writing, and shall be delivered either by personal delivery, by telegram, telex, telecopy or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at the then current address of the Company's Principal Corporate Office, and to the Executive at the Executive's residential address indicated beneath the Executive's signature on the execution page of this Agreement, or at such other address and number as a party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested.

13. ***Amendment and Waiver.*** Except as otherwise provided herein or in the Plan or as necessary to implement the provisions of the Plan, this Agreement may be amended, modified or superseded only by written instrument executed by the Company and the Executive. Only a written instrument executed and delivered by the party waiving compliance hereof shall make

any waiver of the terms or conditions. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized executive officer of the Company other than the Executive. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner effect the right to enforce the same. No waiver by any party of any term or condition, or the breach of any term or condition contained in this Agreement, in one or more instances, shall be construed as a continuing waiver of any such condition or breach, a waiver of any other condition, or the breach of any other term or condition.

14. ***Arbitration***. In the event of any difference of opinion concerning the meaning or effect of the Plan or this Agreement, such difference shall be resolved by the Committee. **Any controversy arising out of or relating to the Plan or this Agreement shall be resolved by arbitration conducted in accordance with the terms of the Plan. The arbitration shall be final and binding on the parties.**

15. ***Governing Law and Severability.*** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Texas, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

16. ***Successors and Assigns.*** Subject to the limitations which this Agreement imposes upon the transferability of the Shares granted hereby, this Agreement shall bind, be enforceable by and inure to the benefit of the Company and its successors and assigns, and to the Executive, the Executive's permitted assigns, executors, administrators, agents, legal and personal representatives.

17. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute but one and the same instrument.

18. ***Forfeiture for Cause.***

(a) Notwithstanding any other provision of this Agreement, if a determination is made as provided in Section 18(b) of this Agreement (a "***Forfeiture Determination***") that (i) the Executive, before or after the termination of the Executive's employment with the Company and all Affiliates, (A) committed fraud, embezzlement, theft, felony or an act of dishonesty in the course of his employment by the Company or an Affiliate, (B) 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, (C) disclosed trade secrets of the Company or an Affiliate or (D) violated the terms of any non-competition, non-disclosure or similar agreement with respect to the Company or any Affiliate to which the Executive is a party; and (ii) in the case of the actions described in clause (A), (B) and (D), such action materially and adversely affected the Company, then at or after the time such Forfeiture Determination is made the Board, 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 Executive 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: (x) some or all of the Restricted Shares and Retained Distributions awarded under this Agreement (including Restricted Shares and Retained Distributions that have vested and Restricted Shares and Retained Distributions that have not yet vested), (y) some or all of the dividends paid in cash or property with respect to Restricted Shares or Shares awarded under this Agreement, and (z) some or all of the Shares awarded under this Agreement and the net proceeds realized with respect to any Shares or other property received by the Executive under this Agreement, will be forfeited to the Company on such terms as determined by the Board or the final, non-appealable order of a court of competent jurisdiction.

(b) A Forfeiture Determination for purposes of Section 18(a) of this Agreement shall be made (i) before the occurrence of a Change in Control, by a majority vote of the Board and (ii) 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 with respect to a Forfeiture Determination made before the occurrence of a Change in Control, including those regarding the acts of the Executive 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. No decision of the Board, however, will affect the finality of the discharge of the Executive by the Company or an Affiliate.

In Witness Whereof, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and the Executive has executed this Agreement, all effective as of the date first above written.

THE MEN'S WEARHOUSE, INC.

By:

Name:
Title:

EXECUTIVE:

Name: ______________________________

Address: ______________________________

Irrevocable Stock Power

Know all men by these presents, that the undersigned, ***For Value Received***, has bargained, sold, assigned and transferred and by these presents does bargain, sell, assign and transfer unto The Men's Wearhouse, Inc., a Texas corporation (the "*Company*"), the Shares transferred pursuant to the Restricted Stock Award Agreement dated effective ____________________, 20___, between the Company and the undersigned; ***and*** subject to and in accordance with such Restricted Stock Award Agreement the undersigned does hereby constitute and appoint the Secretary of the Company the undersigned's true and lawful attorney, IRREVOCABLY, to sell, assign, transfer, hypothecate, pledge and make over all or any part of such Shares and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that said attorney or his substitutes shall lawfully do by virtue hereof.

In Witness Whereof, the undersigned has executed this Irrevocable Stock Power effective the __________ day of ____________________, 20___.

____

Name:______________________________

For Executive with Change in Control Agreement

NONQUALIFIED STOCK OPTION AGREEMENT

The Men's Wearhouse, Inc.
2004 Long-Term Incentive Plan

This **NONQUALIFIED STOCK OPTION AGREEMENT** (this "*Agreement*") is made between The Men's Wearhouse, Inc., a Texas corporation (the "*Company*"), and ______________________________ (the "*Executive*") effective as of the __________ day of ____________________, 20___ (the *"Grant Date"*), pursuant to The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan, as amended and restated (the "*Plan*"), a copy of which previously has been made available to the Executive and the terms and provisions of which are incorporated by reference herein. The Company considers that the Company's interests will be served by granting the Executive an option to purchase shares of common stock of the Company as an inducement for the Executive's continued and effective performance of services for the Company or an Affiliate. Capitalized terms that are not specifically defined in this Agreement shall have the meanings ascribed to them in the Plan.

IT IS AGREED THAT:

1. ***Grant of the Option***. Subject to the terms of the Plan and this Agreement, on the Grant Date the Company has granted to the Executive an option to purchase __________ shares of the common stock, $.01 par value per share, of the Company (the "*Common Stock*") at a price of $__________ per share, subject to adjustment as provided in the Plan (the "*Option*"). The Option shall vest and become exercisable as set forth below:

(a) Except as otherwise provided in Section 1(c) of this Agreement, no portion of the Option may be exercised until the Executive has completed one (1) year of continuous employment with the Company or any Affiliate following the Grant Date;

(b) The Option shall vest and may be exercised in accordance with the following schedule:

Date On and After Which Portion of Option May Be Exercised	Additional Percentage of Option Vested and Exerciseable	Additional Number of Shares With Respect to Which Option May Be Exercised

(c) Notwithstanding any other provision of this Agreement to the contrary, if, during the term of that Change in Control Agreement Between The Men's Wearhouse, Inc. and the Executive, dated effective May 15, 2009 (the "*Change in Control Agreement*"), a Change in Control (as that term is defined in the Change in Control Agreement, a "*Change in Control*") occurs then the Option shall become fully exercisable upon the occurrence of the Change in Control provided that the Executive continues to be employed by the Company or an Affiliate immediately prior to the occurrence of such Change in Control.

(d) To the extent not exercised, installments shall be cumulative and may be exercised in whole or in part until the Option expires and terminates as provided in Section 4 of this Agreement.

(e) In no event shall the Option be exercisable on or after the tenth anniversary of the Grant Date.

2. ***Nontransferability***. Except as specified below, the Option shall not be transferable or assignable by the Executive other than by will or the laws of descent and distribution, and shall be exercisable during the Executive's lifetime only by the Executive.

3. ***No Vesting After Termination of Employment***. In the event the Executive's employment with the Company and all Affiliates terminates for any reason, the Option shall not continue to vest after such termination of employment.

4. ***Expiration and Termination of the Option***. The Option shall expire, terminate and become null and void as provided in this Section 4.

(a) The Option shall expire and terminate on the earlier of (i) the last day of the 10-year period commencing on the Grant Date (the "*Option General Expiration Date*") or (ii) one day less than one month after the termination of the Executive's employment with the Company and all Affiliates for any reason other than death, Disability or Retirement.

(b) In the event the Executive's employment with the Company and all Affiliates terminates as a result of the Executive's death while the Executive is employed by the Company or any Affiliate and before the Option otherwise terminates as provided in Section 4(a) of this Agreement, the Option shall expire and terminate on the earlier of (i) the Option General Expiration Date or (ii) one year following the date of the Executive's death, during which one year period the Executive's executors, administrators or any person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, shall be entitled to exercise the Option in respect of the number of shares that the Executive would have been entitled to purchase had the Executive exercised the Option on the date the Executive's employment with the Company and all Affiliates terminated as a result of the Executive's death.

(c) In the event the Executive's employment with the Company and all Affiliates terminates as a result of the Executive incurring a Disability while the Executive is employed by the Company or any Affiliate and before the Option otherwise terminates as provided in Section 4(a) of this Agreement, the Option shall expire and terminate on the earlier of (i) the Option General Expiration Date or (ii) one year following the date on which the Executive's employment with the Company and all Affiliates terminates as a result of the Executive incurring a Disability, during which one year period the Executive shall be entitled to exercise the Option in respect of the number of shares that the Executive would have been entitled to purchase had the Executive exercised the Option on the date the Executive's employment with the Company and all Affiliates terminated as a result of the Executive incurring a Disability.

(d) In the event the Executive's employment with the Company and all Affiliates terminates as a result of the Executive's Retirement before the Option otherwise terminates as provided in Section 4(a) of this Agreement, the Option shall expire and terminate on the earlier of (i) the Option General Expiration Date or (ii) one year following the date of the Executive's Retirement, during which one year period the Executive shall be entitled to exercise the Option in respect of the number of shares that the Executive would have been entitled to purchase had the Executive exercised the Option on the date of the Executive's Retirement and if the Executive dies within that one year period, any rights the Executive may have had to exercise the Option shall be exercisable by the Executive's executors, administrators or any person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, as appropriate, for the remainder of such one year period.

5. ***Amendment and Waiver.*** Except as otherwise provided herein or in the Plan or as necessary to implement the provisions of the Plan, this Agreement may be amended, modified or superseded only by written instrument executed by the Company and the Executive. Only a written instrument executed and delivered by the party waiving compliance hereof shall make any waiver of the terms or conditions. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized executive officer of the Company other than the Executive. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner effect the right to enforce the same. No waiver by any party of any term or condition, or the breach of any term or condition contained in this Agreement, in one or more instances, shall be construed as a continuing waiver of any such condition or breach, a waiver of any other condition, or the breach of any other term or condition.

6. ***Not an Employment Agreement.*** The grant of the Option imposes no obligation on the Company or any Affiliate to employ the Executive for any period. This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between the Executive and the Company or any Affiliate or to guarantee the right to remain employed by the Company or any Affiliate for any specified term.

7. ***No Rights of a Stockholder***. The Executive shall not have any rights as a stockholder with respect to any shares covered by the Option until the date of the issuance of the stock certificate or certificates to the Executive for such shares following the Executive's exercise of the Option, in whole or in part, pursuant to its terms and conditions of this Agreement and the Plan and payment for such shares and all withholding tax obligations with respect thereto. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such certificate or certificates are issued.

8. ***Limits on Exercisability***. The Option shall not be exercisable until (a) the effective registration under the Securities Act of 1933, as amended (the "*Act*"), of the shares to be received pursuant to this Agreement (unless in the opinion of counsel for the Company such offering is exempt from registration under the Act); and (b) compliance with all other applicable laws. If the Executive is an officer or "affiliate" of the Company (as such term is defined under the Act), the Executive consents to the placing on the certificate for any shares acquired upon exercise of the Option of an appropriate legend restricting resale or other transfer of such shares, except in accordance with the Act and all applicable rules thereunder.

9. ***Tax Withholding.*** To the extent that the receipt or exercise of the Option results in income to the Executive for federal, state or local income, employment or other tax purposes with respect to which the Company or any Affiliate has a withholding obligation, the Executive shall deliver to the Company at the time of such receipt or exercise, as the case may be, such amount of money as the Company or any Affiliate may require to meet its obligation under applicable tax laws or regulations, and, if the Executive fails to do so, the Company is authorized to withhold from the shares of the Common Stock issued under this Agreement or from any cash or stock remuneration then or thereafter payable to the Executive in any capacity any tax required to be withheld by reason of such resulting income, including (without limitation) the shares of the Common Stock, sufficient to satisfy the withholding obligation based on the Fair Market Value of the Common Stock on the date that the withholding obligation arises.

10. ***Arbitration***. In the event of any difference of opinion concerning the meaning or effect of the Plan or this Agreement, such difference shall be resolved by the Committee. **Any controversy arising out of or relating to the Plan or this Agreement shall be resolved by arbitration conducted in accordance with the terms of the Plan. The arbitration shall be final and binding on the parties.**

11. ***Governing Law and Severability.*** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Texas, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

12. ***Notices.*** Any offer, notice, instruction, authorization, request or demand required hereunder shall be in writing, and shall be delivered either by personal delivery, by telegram, telex, telecopy or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at the then current address of the Company's Principal Corporate Office, and to the Executive at the Executive's residential address indicated beneath the Executive's signature on the execution page of this Agreement, or at such other address and number as a party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested.

13. ***Successors and Assigns.*** This Agreement shall, except as herein stated to the contrary, bind, be enforceable by and inure to the benefit of the Company and its successors and assigns, and to the Executive, the Executive's permitted assigns, executors, administrators, agents, legal and personal representatives.

14. ***Type of Option***. The Option is a nonqualified stock option which is not intended to be governed by section 422 of the Internal Revenue Code of 1986, as amended.

15. ***Acceptance of Plan Terms***. In accepting the Option and this Agreement, the Executive accepts and agrees to be bound by all the terms and conditions of the Plan.

16. ***Forfeiture for Cause.***

(a) Notwithstanding any other provision of this Agreement, if a determination is made as provided in Section 16(b) of this Agreement (a "***Forfeiture Determination***") that (i) the Executive, before or after the termination of the Executive's employment with the Company and all Affiliates, (A) committed fraud, embezzlement, theft, felony or an act of dishonesty in the course of his employment by the Company or an Affiliate, (B) 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, (C) disclosed trade secrets of the Company or an Affiliate or (D) violated the terms of any non-competition, non-disclosure or similar agreement with respect to the Company or any Affiliate to which the Executive is a party; and (ii) in the case of the actions described in clause (A), (B) and (D), such action materially and adversely affected the Company, then at or after the time such Forfeiture Determination is made the Board, 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 Executive 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: (x) some or all of the Executive's rights to shares of the Common Stock covered by the Option under this Agreement (including vested rights that have been exercised, vested rights that have not been exercised and rights that have not yet vested), (y) some or all of the dividends that have been paid with respect to shares of the Common Stock covered by the Option under this Agreement, and (z) some or all shares of the Common Stock received as a result of the Executive's exercise of the Option and some or all net proceeds realized with respect to any shares of the Common Stock received as a result of the Executive's exercise of the Option in excess of the price paid for such shares under this Agreement, will be forfeited to the Company on such terms as determined by the Board or the final, non-appealable order of a court of competent jurisdiction.

(b) A Forfeiture Determination for purposes of Section 16(a) of this Agreement shall be made (i) before the occurrence of a Change in Control, by a majority vote of the Board and (ii) 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 with respect to a Forfeiture Determination made before the occurrence of a Change in Control, including those regarding the acts of the Executive 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. No decision of the Board, however, will affect the finality of the discharge of the Executive by the Company or an Affiliate.

17. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute but one and the same instrument.

In Witness Whereof, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and the Executive has executed this Agreement, all effective as of the date first above written.

THE MEN'S WEARHOUSE, INC.

By:

Name:
Title:

EXECUTIVE:

____

Name: ______________________________

Address: ______________________________

____

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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: December 9, 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: December 9, 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 October 31, 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: December 9, 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 October 31, 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: December 9, 2009

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