
**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 May 1, 2010 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
(State or Other Jurisdiction of
Incorporation or Organization)

74-1790172
(I.R.S. Employer
Identification Number)

6380 Rogerdale
Houston, Texas
(Address of Principal Executive Offices)

77072-1624
(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 Smaller reporting company
(Do not check if a 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 June 4, 2010 was 52,641,800 excluding 18,118,736 shares classified as Treasury Stock.

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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 success or lack of success in executing internal operating plans and new store and new market expansion plans, including 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 30, 2010 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 quarters ended May 1, 2010 and May 2, 2009.

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 30, 2010 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.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)

	May 1, 2010 <u>(Unaudited)</u>	May 2, 2009 <u>(Unaudited)</u>	January 30, 2010 <u></u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 219,562	\$ 107,538	\$ 186,018
Short-term investments	—	17,707	—
Accounts receivable, net	24,640	24,858	16,745
Inventories	435,351	448,018	431,492
Other current assets	<u>68,830</u>	<u>59,752</u>	<u>74,075</u>
Total current assets	748,383	657,873	708,330
PROPERTY AND EQUIPMENT, net	336,771	378,510	344,746
TUXEDO RENTAL PRODUCT, net	101,731	120,083	102,479
GOODWILL	60,780	57,622	59,414
OTHER ASSETS, net	<u>16,690</u>	<u>12,439</u>	<u>17,137</u>
TOTAL	<u>\$1,264,355</u>	<u>\$1,226,527</u>	<u>\$1,232,106</u>
LIABILITIES AND SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	\$ 99,720	\$ 142,984	\$ 83,052
Accrued expenses and other current liabilities	136,183	127,868	117,047
Income taxes payable	2,826	3,461	23,936
Current maturities of long-term debt	<u>45,780</u>	<u>—</u>	<u>—</u>
Total current liabilities	284,509	274,313	224,035
LONG-TERM DEBT	—	39,213	43,491
DEFERRED TAXES AND OTHER LIABILITIES	<u>62,741</u>	<u>63,955</u>	<u>62,236</u>
Total liabilities	<u>347,250</u>	<u>377,481</u>	<u>329,762</u>
COMMITMENTS AND CONTINGENCIES (Note 3 and Note 10)			
SHAREHOLDERS' EQUITY:			
Preferred stock	—	—	—
Common stock	707	702	705
Capital in excess of par	329,030	316,034	327,742
Retained earnings	962,834	925,881	953,986
Accumulated other comprehensive income	37,304	19,055	32,537
Treasury stock, at cost	<u>(412,770)</u>	<u>(412,626)</u>	<u>(412,626)</u>
Total shareholders' equity	<u>917,105</u>	<u>849,046</u>	<u>902,344</u>
TOTAL	<u>\$1,264,355</u>	<u>\$1,226,527</u>	<u>\$1,232,106</u>

See Notes to Condensed Consolidated Financial Statements.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands, except per share data)
(Unaudited)

	<u>For the Quarter Ended</u>	
	<u>May 1, 2010</u>	<u>May 2, 2009</u>
Net sales:		
Clothing product	\$368,371	\$ 359,062
Tuxedo rental services	72,154	71,419
Alteration and other services	32,941	33,653
Total net sales	<u>473,466</u>	<u>464,134</u>
Cost of sales:		
Clothing product, including buying and distribution costs	167,313	167,457
Tuxedo rental services	11,326	12,032
Alteration and other services	24,064	24,090
Occupancy costs	69,691	72,566
Total cost of sales	<u>272,394</u>	<u>276,145</u>
Gross margin	201,072	187,989
Selling, general and administrative expenses	<u>179,650</u>	<u>179,213</u>
Operating income	21,422	8,776
Interest income	34	258
Interest expense	<u>(259)</u>	<u>(418)</u>
Earnings before income taxes	21,197	8,616
Provision for income taxes	<u>7,589</u>	<u>3,360</u>
Net earnings	<u>\$ 13,608</u>	<u>\$ 5,256</u>
Net earnings per common share (Note 2):		
Basic	<u>\$ 0.26</u>	<u>\$ 0.10</u>
Diluted	<u>\$ 0.26</u>	<u>\$ 0.10</u>
Weighted average common shares outstanding (Note 2):		
Basic	<u>52,417</u>	<u>51,895</u>
Diluted	<u>52,628</u>	<u>51,955</u>
Cash dividends declared per common share	<u>\$ 0.09</u>	<u>\$ 0.07</u>

See Notes to Condensed Consolidated Financial Statements.

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

	For the Quarter Ended	
	May 1, 2010	May 2, 2009
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	\$ 13,608	\$ 5,256
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	18,690	22,222
Tuxedo rental product amortization	6,978	7,644
Loss on disposition of assets	219	1,768
Deferred rent expense	830	378
Share-based compensation	2,637	2,732
Excess tax benefits from share-based plans	(763)	(20)
Deferred tax provision	6,412	3,009
Increase in accounts receivable	(7,813)	(8,480)
Increase in inventories	(1,103)	(6,194)
Increase in tuxedo rental product	(5,240)	(30,370)
(Increase) decrease in other assets	(478)	3,332
Increase in accounts payable, accrued expenses and other current liabilities	36,592	52,011
Increase (decrease) in income taxes payable	(20,683)	10,714
Decrease in other liabilities	(612)	(700)
Net cash provided by operating activities	<u>49,274</u>	<u>63,302</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	<u>(11,099)</u>	<u>(15,035)</u>
Net cash used in investing activities	<u>(11,099)</u>	<u>(15,035)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of common stock	783	506
Payments on revolving credit facility	—	(25,000)
Cash dividends paid	(4,756)	(3,664)
Tax payments related to vested deferred stock units	(2,656)	(1,627)
Excess tax benefits from share-based plans	763	20
Purchase of treasury stock	<u>(144)</u>	<u>(90)</u>
Net cash used in financing activities	<u>(6,010)</u>	<u>(29,855)</u>
Effect of exchange rate changes	<u>1,379</u>	<u>1,714</u>
INCREASE IN CASH AND CASH EQUIVALENTS	33,544	20,126
Balance at beginning of period	<u>186,018</u>	<u>87,412</u>
Balance at end of period	<u>\$219,562</u>	<u>\$ 107,538</u>

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 30, 2010.

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.

2. Earnings per Common Share

We calculate earnings per common share using the two-class method in accordance with the guidance for determination of whether instruments granted in share-based payment transactions are participating securities. Our unvested restricted stock and deferred stock units contain rights to receive nonforfeitable dividends or dividend equivalents, respectively, 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.

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 MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

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 Quarter Ended	
	May 1, 2010	May 2, 2009
Numerator		
Net earnings	\$ 13,608	\$ 5,256
Net earnings allocated to participating securities (restricted stock and deferred stock units)	(121)	(51)
Net earnings available to common shareholders	<u>\$ 13,487</u>	<u>\$ 5,205</u>
Denominator		
Basic weighted average common shares outstanding	52,417	51,895
Effect of dilutive securities:		
Stock options and equity-based compensation	<u>211</u>	<u>60</u>
Diluted weighted average common shares outstanding	<u>52,628</u>	<u>51,955</u>
Net earnings per common share:		
Basic	<u>\$ 0.26</u>	<u>\$ 0.10</u>
Diluted	<u>\$ 0.26</u>	<u>\$ 0.10</u>

For the quarter ended May 1, 2010 and May 2, 2009, 0.8 million and 1.3 million anti-dilutive stock options were excluded from the calculation of diluted earnings per common share, respectively.

3. 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 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 May 1, 2010, there was US\$45.8 million outstanding under the Canadian term loan with an effective interest rate of 1.2% 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 May 1, 2010.

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

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

We utilize letters of credit primarily to secure inventory purchases and as collateral for workers compensation claims. At May 1, 2010, letters of credit totaling approximately \$11.6 million were issued and outstanding. Borrowings available under our Credit Agreement at May 1, 2010 were \$188.4 million.

4. Comprehensive Income and Supplemental Cash Flows

Our comprehensive income is as follows (in thousands):

	For the Quarter Ended	
	May 1, 2010	May 2, 2009
Net earnings	\$ 13,608	\$ 5,256
Currency translation adjustments, net of tax	4,767	4,763
Comprehensive income	\$ 18,375	\$ 10,019

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

	For the Quarter Ended	
	May 1, 2010	May 2, 2009
Cash paid (received) during the quarter for:		
Interest	\$ 212	\$ 333
Income taxes, net	24,795	(10,238)
Schedule of noncash investing and financing activities:		
Tax benefit (deficiency) related to share-based plans	526	(979)
Cash dividends declared	4,757	3,664

We had unpaid capital expenditure purchases accrued in accounts payable and accrued expense of approximately \$3.7 million and \$2.3 million at May 1, 2010 and May 2, 2009, respectively. Capital expenditure purchases are recorded as cash outflows from investing activities in the condensed 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 30, 2010 and for the quarter ended May 1, 2010 are as follows (in thousands):

Balance, January 31, 2009	\$57,561
Translation adjustment	3,330
Adjustment for excess of tax deductible goodwill	(1,477)
Balance, January 30, 2010	\$59,414
Translation adjustment	1,366
Balance, May 1, 2010	<u>\$60,780</u>

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

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 quarter of 2010.

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):

	<u>May 1, 2010</u>	<u>May 2, 2009</u>	<u>January 30, 2010</u>
Trademarks, tradenames, favorable leases and other intangibles	\$ 14,511	\$ 16,991	\$ 15,305
Accumulated amortization	(11,286)	(10,058)	(11,018)
Net total	<u>\$ 3,225</u>	<u>\$ 6,933</u>	<u>\$ 4,287</u>

The pretax amortization expense associated with intangible assets totaled approximately \$0.3 million and \$0.8 million for the quarter ended May 1, 2010 and May 2, 2009, respectively, and approximately \$2.2 million for the year ended January 30, 2010. Pretax amortization associated with intangible assets at May 1, 2010 is estimated to be \$0.7 million for the remainder of fiscal year 2010, \$0.5 million for fiscal year 2011, \$0.4 million for fiscal year 2012, \$0.3 million for fiscal year 2013 and \$0.2 million for fiscal year 2014.

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

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

	<u>May 1, 2010</u>	<u>May 2, 2009</u>	<u>January 30, 2010</u>
Prepaid expenses	\$ 29,787	\$ 25,773	\$ 30,896
Current deferred tax asset	31,804	11,113	37,751
Income taxes receivable	4,123	17,171	1,309
Other	<u>3,116</u>	<u>5,695</u>	<u>4,119</u>
Total other current assets	<u>\$ 68,830</u>	<u>\$ 59,752</u>	<u>\$ 74,075</u>

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

Accrued salary, bonus, sabbatical and vacation	\$ 31,497	\$ 30,504	\$ 40,032
Sales, payroll and property taxes payable	20,229	16,168	12,524
Unredeemed gift certificates	13,393	16,322	14,980
Accrued workers compensation and medical costs	16,544	15,766	17,484
Tuxedo rental deposits	37,288	32,399	9,523
Cash dividends declared	4,757	3,664	4,753
Other	<u>12,475</u>	<u>13,045</u>	<u>17,751</u>
Total accrued expenses and other current liabilities	<u>\$136,183</u>	<u>\$127,868</u>	<u>\$ 117,047</u>

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

Deferred rent and landlord incentives	\$ 45,282	\$ 43,996	\$ 44,656
Non-current deferred and other income tax liabilities	11,380	13,323	10,976
Other	<u>6,079</u>	<u>6,636</u>	<u>6,604</u>
Total deferred taxes and other liabilities	<u>\$ 62,741</u>	<u>\$ 63,955</u>	<u>\$ 62,236</u>

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

7. Treasury Stock

As of May 1, 2010, we had 18,118,736 shares held in treasury stock. The change in our treasury shares for the year ended January 30, 2010 and for the quarter ended May 1, 2010 is provided below:

	<u>Treasury Shares</u>
Balance, January 31, 2009	18,104,310
Purchases of treasury stock	<u>7,292</u>
Balance, January 30, 2010	18,111,602
Purchases of treasury stock	<u>7,134</u>
Balance, May 1, 2010	<u>18,118,736</u>

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 quarter of 2010 or 2009. At May 1, 2010, the remaining balance available under the August 2007 authorization was \$44.3 million.

For the quarter ended May 1, 2010, 7,134 shares at a cost of \$0.1 million were repurchased at an average price per share of \$20.24 in a private transaction to satisfy tax withholding obligations arising upon the vesting of certain restricted stock. For the quarter ended May 2, 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.

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 quarter ended May 1, 2010 and May 2, 2009 was \$2.6 million and \$2.7 million, respectively.

Stock Options

The following table summarizes stock option activity for the quarter ended May 1, 2010:

	<u>Shares</u>	<u>Weighted-Average Exercise Price</u>
Outstanding at January 30, 2010	1,642,905	\$ 20.29
Granted	—	—
Exercised	(18,461)	15.55
Expired	<u>(5,355)</u>	20.91
Outstanding at May 1, 2010	<u>1,619,089</u>	\$ 20.34
Exercisable at May 1, 2010	<u>776,578</u>	\$ 18.46

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

As of May 1, 2010, we have unrecognized compensation expense related to nonvested stock options of approximately \$5.9 million which is expected to be recognized over a weighted average period of 3.1 years.

Restricted Stock and Deferred Stock Units

The following table summarizes restricted stock and deferred stock unit activity for the quarter ended May 1, 2010:

	<u>Shares</u>	<u>Weighted- Average Grant-Date Fair Value</u>
Nonvested at January 30, 2010	506,133	\$ 22.35
Granted	315,268	24.17
Vested (1)	(327,945)	21.19
Forfeited	(950)	19.35
Nonvested at May 1, 2010	<u>492,506</u>	\$ 24.29

(1) Includes 104,839 shares relinquished for tax payments related to vested deferred stock units for the quarter ended May 1, 2010.

During the quarter ended May 1, 2010, 6,348 restricted stock shares and 308,920 deferred stock units were granted and 19,360 restricted stock shares and 308,585 deferred stock units vested. No shares of restricted stock were forfeited during the quarter ended May 1, 2010. Total nonvested shares of 492,506 at May 1, 2010 include 55,486 nonvested restricted stock shares.

As of May 1, 2010, we have unrecognized compensation expense related to nonvested restricted stock and deferred stock units of approximately \$10.6 million which is expected to be recognized over a weighted average period of 1.3 years.

Employee Stock Purchase Plan

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

During the quarter ended May 1, 2010, employees purchased 27,412 shares under the ESDP, which had a weighted-average share price of \$18.10 per share. As of May 1, 2010, 1,150,088 shares were reserved for future issuance under the ESDP.

9. Fair Value Measurements

Our financial instruments consist of cash and cash equivalents, short-term investments, accounts receivable, accounts payable, accrued expenses and other current liabilities, current maturities of long-term debt and long-term debt. Management estimates that, as of May 1, 2010 and January 30, 2010, 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 May 2, 2009 are carried at fair value based on quoted market prices for such financial instruments. The fair values of current maturities of long-term debt at May 1, 2010 and of long-term debt at January 30, 2010 approximate their carrying amounts based upon terms available to us for borrowings with similar arrangements and remaining maturities.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

Long-lived assets, such as property and equipment and identifiable intangibles with finite useful lives, are periodically evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the asset carrying amount exceeds its fair value, an impairment charge is recognized in the amount by which the carrying amount exceeds the fair value of the asset. The fair values of long-lived assets held-for-use are based on our own judgments about the assumptions that market participants would use in pricing the asset and on observable market data, when available. We classify these measurements as Level 3 within the fair value hierarchy. No impairment charges were recorded for the carrying value of long-lived assets during the first quarter of 2010.

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 and discovery has not begun. 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.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)
(Unaudited)

11. Supplemental Sales Information (in thousands)

	For the Quarter Ended	
	May 1, 2010	May 2, 2009
Net sales:		
Men's tailored clothing product	\$ 197,094	\$ 191,767
Men's non-tailored clothing product	145,701	142,659
Ladies clothing product	21,895	20,715
Corporate apparel and uniform product	3,681	3,921
Total clothing product	<u>368,371</u>	<u>359,062</u>
Tuxedo rental services	72,154	71,419
Alteration services	27,152	27,965
Retail dry cleaning services	5,789	5,688
Total alteration and other services	<u>32,941</u>	<u>33,653</u>
Total net sales	<u>\$ 473,466</u>	<u>\$ 464,134</u>
Net sales by brand:		
MW (1)	\$ 318,340	\$ 310,923
K&G	98,260	104,516
Moore's	47,396	39,086
MW Cleaners (2)	5,789	5,688
Twin Hill (3)	3,681	3,921
	<u>\$ 473,466</u>	<u>\$ 464,134</u>

-
- (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 30, 2010. 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 “2010” mean the 52-week fiscal year ending January 29, 2011.

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

	<u>For the Quarter Ended</u>		<u>For the Year Ended</u>
	<u>May 1, 2010</u>	<u>May 2, 2009</u>	<u>January 30, 2010</u>
Stores open at beginning of period:	1,259	1,294	1,294
Opened	1	2	6
Closed	(8)	(12)	(41)
Stores open at end of period	<u>1,252</u>	<u>1,284</u>	<u>1,259</u>
Stores open at end of period:			
U.S. —			
Men’s Wearhouse	582	581	581
Men’s Wearhouse & Tux	447	478	454
K&G	<u>106</u>	<u>108</u>	<u>107</u>
	1,135	1,167	1,142
Canada —			
Moores	<u>117</u>	<u>117</u>	<u>117</u>
	<u>1,252</u>	<u>1,284</u>	<u>1,259</u>

We had revenues of \$473.5 million and net earnings of \$13.6 million for the quarter ended May 1, 2010, compared to revenues of \$464.1 million and net earnings of \$5.3 million for the quarter ended May 2, 2009. Although high unemployment levels and tight credit conditions in the U.S. continued into 2010, we increased our revenues by \$9.3 million or 2.0% and our gross margin by \$13.1 million or 7.0%. We closed eight stores (one K&G store and seven Men’s Wearhouse & Tux stores), of which seven had reached the end of their lease terms, and opened one Men’s Wearhouse store during the first quarter of 2010. We plan to continue our efforts to stimulate sales with discounts and other promotional events, to maintain our cost control efforts and to limit our capital expenditures.

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

Quarter Ended May 1, 2010 and May 2, 2009

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

	For the Quarter Ended (1)	
	May 1, 2010	May 2, 2009
Net sales:		
Clothing product	77.8%	77.4%
Tuxedo rental services	15.2	15.4
Alteration and other services	7.0	7.2
Total net sales	100.0%	100.0%
Cost of sales:		
Clothing product, including buying and distribution costs	35.3	36.1
Tuxedo rental services	2.4	2.6
Alteration and other services	5.1	5.2
Occupancy costs	14.7	15.6
Total cost of sales	57.5	59.5
Gross margin	42.5	40.5
Selling, general and administrative expenses	37.9	38.6
Operating income	4.5	1.9
Interest income	0.0	0.1
Interest expense	(0.1)	(0.1)
Earnings before income taxes	4.5	1.9
Provision for income taxes	1.6	0.8
Net earnings	2.9%	1.1%

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

The Company's net sales increased \$9.3 million, or 2.0%, to \$473.5 million for the quarter ended May 1, 2010 as compared to the same prior year quarter. The increase was due mainly to a \$9.3 million increase in clothing product revenues and is attributable to the following:

(in millions)	Amount Attributed to
\$ 2.6	Increase in comparable sales
2.3	Increase from net sales of stores opened in 2009, relocated stores and expanded stores not yet included in comparable sales
(0.8)	Decrease in alteration services and other sales
(2.8)	Decrease in net sales resulting from stores closed
0.2	Increase in net sales from one new store opened in 2010
7.8	Increase in net sales resulting from change in U.S./Canadian dollar exchange rate
\$ 9.3	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) increased 2.4% at Men's Wearhouse as improved store traffic levels more than offset a decrease in units per transaction and a lower average transaction value. At Moores, comparable store sales increased a slight 0.2% due mainly to a higher average transaction value which offset a decrease in units per transaction and lower store traffic levels. At K&G, comparable store sales decreased 4.9% due mainly to a decrease in the average transaction value. Tuxedo rental service revenues as a percentage of total net sales decreased slightly from 15.4% in the first quarter of 2009 to 15.2% in the first quarter of 2010; however, in absolute dollars, tuxedo rental service revenues increased \$0.7 million or 1.0% due mainly to a 2.5% increase in units rented, offset partially by lower average rental rates in the U.S.

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The Company's gross margin was as follows:

	For the Quarter Ended	
	May 1, 2010	May 2, 2009
Gross margin	<u>\$201,072</u>	<u>\$187,989</u>
Gross margin as a percentage of related sales:		
Clothing product, including buying and distribution costs	54.6%	53.4%
Tuxedo rental services	84.3%	83.2%
Alteration and other services	26.9%	28.4%
Occupancy costs	(14.7)%	(15.6)%
Total	42.5%	40.5%

Total gross margin increased 7.0% from the same prior year quarter to \$201.1 million in the first quarter of 2010. As a percentage of sales, total gross margin increased from 40.5% in the first quarter of 2009 to 42.5% in the first quarter of 2010. This increase is due mainly to improved clothing product and tuxedo rental margins and a decrease from 15.6% in the first quarter of 2009 to 14.7% in the first quarter of 2010 for 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. On an absolute dollar basis, occupancy cost decreased by \$2.9 million or 4.0% from the first quarter of 2009 to the first quarter of 2010 primarily due to fewer open stores in 2010 and reduced depreciation following impairment charges taken in the fourth quarter of 2009. With respect to gross margin as a percentage of related sales, clothing product gross margin increased from 53.4% in first quarter 2009 to 54.6% in first quarter 2010 due primarily to different promotional offerings, as well as the mix of products on promotion, in 2010 compared to 2009 and lower product costs. The tuxedo rental services gross margin increased from 83.2% in first quarter 2009 to 84.3% in first quarter 2010 due mainly to a decrease in rental product retirement costs in 2010. The gross margin for alteration and other services decreased from 28.4% in first quarter 2009 to 26.9% in first quarter 2010 mainly as a result of decreased alteration sales associated with decreased suit unit sales in 2010.

Selling, general and administrative expenses increased to \$179.7 million in the first quarter of 2010 from \$179.2 million in the first quarter of 2009, an increase of \$0.4 million or 0.2%. As a percentage of sales, these expenses decreased from 38.6% in the first quarter of 2009 to 37.9% in the first quarter of 2010. The components of this 0.7% net decrease in SG&A expenses as a percentage of net sales and the related absolute dollar changes were as follows:

%	Attributed to
(0.4)	Decrease in advertising expense as a percentage of sales from 4.8% in the first quarter of 2009 to 4.4% in the first quarter of 2010. On an absolute dollar basis, advertising expense decreased \$1.3 million.
(0.1)	Decrease in store salaries as a percentage of sales from 14.8% in the first quarter of 2009 to 14.7% in the first quarter of 2010. Store salaries on an absolute dollar basis increased \$0.8 million.
(0.2)	Decrease in other SG&A expenses as a percentage of sales from 19.0% in the first quarter of 2009 to 18.8% in the first quarter of 2010. On an absolute dollar basis, other SG&A expenses increased \$0.9 million.
<u>(0.7)%</u>	Total

Interest expense decreased from \$0.4 million in the first quarter of 2009 to \$0.3 million in the first quarter of 2010 while interest income decreased from \$0.3 million in the first quarter of 2009 to \$34 thousand in the first quarter of 2010. Weighted average borrowings outstanding decreased from \$61.9 million in the first quarter of 2009 to \$45.4 million in the first quarter of 2010, and the weighted average interest rate on outstanding indebtedness decreased from 2.2% to 1.5%. The decrease in the weighted average borrowings and the weighted average interest rate was due to the repayment of our outstanding balance on our revolving credit facility of \$25.0 million in the first quarter of 2009. The decrease in interest income was primarily attributable to a shift in our investments and lower interest rates for the first quarter of 2010 as compared to the first quarter of 2009.

Our effective income tax rate was 35.8% for the first quarter of 2010 and 39.0% for the first quarter of 2009. The effective tax rate for the 2010 first quarter was higher than the statutory U.S. federal rate of 35% due mainly to state income taxes, offset partially by benefits resulting from the conclusion of certain income tax audits. The effective tax rate for the first quarter of 2009 was higher than the statutory U.S. federal rate due mainly to state income taxes.

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These factors resulted in net earnings of \$13.6 million or 2.9% of net sales for the first quarter of 2010, compared with net earnings of \$5.3 million or 1.1% of net sales for the first quarter of 2009.

Liquidity and Capital Resources

At May 1, 2010, January 30, 2010 and May 2, 2009, cash and cash equivalents totaled \$219.6 million, \$186.0 million and \$107.5 million, respectively. We had working capital of \$463.9 million, \$484.3 million and \$383.6 million at May 1, 2010, January 30, 2010 and May 2, 2009, respectively, which included short-term investments of \$17.7 million at May 2, 2009. We held no short-term investments at May 1, 2010 or January 30, 2010. 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 \$20.4 million decrease in working capital at May 1, 2010 compared to January 30, 2010 resulted primarily from the current liability classification at quarter end of our Canadian debt of US\$45.8 million due on February 10, 2011, offset partially by increased cash balances.

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 May 1, 2010, there was US\$45.8 million outstanding under the Canadian term loan, with an effective interest rate of 1.2%, 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 May 1, 2010.

Conditions in the U.S. and global credit markets have made it difficult for many businesses to obtain financing on acceptable terms. If these 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 and as collateral for workers compensation claims. At May 1, 2010, letters of credit totaling approximately \$11.6 million were issued and outstanding. Borrowings available under our Credit Agreement at May 1, 2010 were \$188.4 million.

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 \$49.3 million for the first quarter of 2010, due mainly to net earnings, adjusted for non-cash charges, and an increase in accounts payable, accrued expenses and other current liabilities, offset by increases in tuxedo rental product and accounts receivable and a decrease in income taxes payable. During the first quarter of 2009, our operating activities provided net cash of \$63.3 million, due mainly to net earnings, adjusted for non-cash charges, and increases in accounts payable, accrued expenses and other current liabilities and income taxes payable, offset by increases in tuxedo rental product and accounts receivable. The increase in accounts

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receivable in the first quarter of 2010 and 2009 was due mainly to the seasonal increase at quarter end for receivables from third-party credit card providers for prom and other tuxedo rentals. Tuxedo rental product increased in each of the periods to support the continued growth in our tuxedo rental business and, in 2009, to replenish and replace a portion of our tuxedo rental product offerings. The increase in accounts payable, accrued expenses and other current liabilities in the first quarter of 2009 was primarily due to the timing of vendor payments, increased amounts due for purchases of tuxedo rental product and the seasonal increase in tuxedo rental deposits, while the increase in income taxes payable was due to the timing and amounts of required tax payments and refunds received. The increase in accounts payable, accrued expenses and other current liabilities in the first quarter of 2010 was primarily due to the timing of vendor payments and the seasonal increase in tuxedo rental deposits, while the decrease in income taxes payable was due to the timing of required tax payments.

Investing activities – Our cash outflows from investing activities are primarily for capital expenditures. During the first quarter of 2010 and 2009, our investing activities used net cash of \$11.1 million and \$15.0 million, respectively, for capital expenditures. Our capital expenditures relate to costs incurred for stores remodeled, relocated or opened during the period or under construction at the end of the period, infrastructure technology investments and office and distribution facility additions.

Financing activities – Our cash outflows from financing activities consist primarily of cash dividend payments and debt payments, while cash inflows from financing activities consist primarily of proceeds from our revolving credit facility. During the first quarter of 2010, our financing activities used net cash of \$6.0 million due mainly to cash dividends paid of \$4.8 million. Our financing activities used net cash of \$29.9 million for the first quarter of 2009, due mainly to payments on our revolving credit facility of \$25.0 million and cash dividends paid of \$3.7 million.

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 quarter of 2010 or 2009. At May 1, 2010, the remaining balance available under the August 2007 authorization was \$44.3 million.

For the quarter ended May 1, 2010, 7,134 shares at a cost of \$0.1 million were repurchased at an average price per share of \$20.24 in a private transaction to satisfy tax withholding obligations arising upon the vesting of certain restricted stock. For the quarter ended May 2, 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.

Dividends – Cash dividends paid were approximately \$4.8 million and \$3.7 million for the quarter ended May 1, 2010 and May 2, 2009, respectively.

In April 2010, our Board of Directors declared a quarterly cash dividend of \$0.09 per share payable on June 25, 2010 to shareholders of record at close of business on June 15, 2010. The dividend payout is estimated to be approximately \$4.8 million and is included in accrued expenses and other current liabilities on the condensed consolidated balance sheet as of May 1, 2010.

Future cash flow

Current domestic and global economic conditions, including high unemployment levels and tightened credit markets, could negatively affect our future operating results as well as our existing cash and cash equivalents balances. In addition, conditions in the financial markets could limit our access to additional capital resources, if needed, and could increase associated costs. 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, relocations and remodelings, 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 May 1, 2010, borrowings available under our Credit Agreement were \$188.4 million. However, current economic conditions are creating potential acquisition opportunities. If such acquisition opportunities develop, we may need to raise additional capital in order to complete such acquisitions and our Credit Agreement may need to be modified or expanded.

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As a substantial portion of our cash and cash equivalents, which are primarily U.S. treasuries and other interest bearing accounts, is held by four financial institutions (three U.S. and one 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

Moore's 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\$45.8 million under our Canadian term loan at May 1, 2010, 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 May 1, 2010, 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 May 1, 2010, 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 May 1, 2010. 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 May 1, 2010 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 May 1, 2010 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 Warehouse, 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 and discovery has not begun. 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 2 — UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

(c) The following table presents information with respect to purchases of common stock of the Company made during the quarter ended May 1, 2010 as defined by Rule 10b-18(a)(3) under the Exchange Act:

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid Per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (In thousands)
	(1)			(2)
January 31, 2010 through February 27, 2010	7,134	\$ 20.24	—	\$ 44,319
February 28, 2010 through April 3, 2010	—	—	—	\$ 44,319
April 4, 2010 through May 1, 2010	—	—	—	\$ 44,319
Total	7,134	\$ 20.24	—	\$ 44,319

(1) Represents restricted shares repurchased to satisfy tax withholding obligations arising upon the vesting of certain restricted shares.

(2) Refer to Note 7 of Notes to Condensed Consolidated Financial Statements for information regarding our share repurchase program.

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ITEM 6 — EXHIBITS

(a) Exhibits.

Exhibit Number	Exhibit Index
10.1	— Forms of Deferred Stock Unit Award Agreement, Restricted Stock Award Agreement and Nonqualified Stock Option Award Agreement under The Men’s Wearhouse, Inc. 1996 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: June 10, 2010

THE MEN’S WEARHOUSE, INC.

By /s/ NEILL P. DAVIS

Neill P. Davis
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer

EXHIBIT INDEX

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31.2	— Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (filed herewith).
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32.2	— Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (filed herewith).

DEFERRED STOCK UNIT AWARD AGREEMENT

***The Men's Wearhouse, Inc.
1996 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. 1996 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.
1996 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. 1996 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:

<u>Lapse Date</u>	<u>Number of Restricted Shares as to Which Forfeiture Restrictions Lapse</u>
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(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: _____

NONQUALIFIED STOCK OPTION AGREEMENT

**The Men's Wearhouse, Inc.
1996 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. 1996 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 Exercisable	Additional Number of Shares With Respect to Which Option May Be Exercised
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(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: _____

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: June 10, 2010

By /s/ GEORGE ZIMMER

George Zimmer
Chief Executive Officer

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: June 10, 2010

By /s/ NEILL P. DAVIS

Neill P. Davis
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer

**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 May 1, 2010, 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: June 10, 2010

By /s/ GEORGE ZIMMER

George Zimmer
Chief Executive Officer

**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 May 1, 2010, 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: June 10, 2010

By /s/ NEILL P. DAVIS

Neill P. Davis
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer