UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)
[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended July 31, 2004 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)
5803 Glenmont Drive **Houston, Texas** (Address of Principal Executive Offices)	**77081-1701** (Zip Code)

(713) 592-7200
(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 [X]. No [ ].

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes [X]. No [ ].

The number of shares of common stock of the Registrant, par value $.01 per share, outstanding at September 3, 2004 was 35,812,476, excluding 7,358,079 shares classified as Treasury Stock.

REPORT INDEX

Part and Item No.	Page No.
PART I – Financial Information	
Item 1 – Financial Statements	
General Information	1
Consolidated Balance Sheets as of August 2, 2003 (unaudited), July 31, 2004 (unaudited) and January 31, 2004	2
Consolidated Statements of Earnings for the Three and Six Months Ended August 2, 2003 (unaudited) and July 31, 2004 (unaudited)	3
Consolidated Statements of Cash Flows for the Six Months Ended August 2, 2003 (unaudited) and July 31, 2004 (unaudited)	4
Notes to Consolidated Financial Statements (unaudited)	5
Item 2 – Management's Discussion and Analysis of Financial Condition and Results of Operations	10
Item 3 – Quantitative and Qualitative Disclosures about Market Risk	16

Item 4 – Controls and Procedures	16
PART II – Other Information	
Item 1 – Legal Proceedings	17
Item 2 – Changes in Securities, Use of Proceeds and Issuer Purchases of Equity Securities	18
Item 4 – Submission of Matters to a Vote of Security Holders	19
Item 6 – Exhibits and Reports on Form 8-K	21
SIGNATURES	21
Second Amendment to Revolving Credit Agreement	
Aircraft Lease Agreement	
Certification of Periodic Report Pursuant to Sec. 302	
Certification of Periodic Report Pursuant to Sec. 302	
Certification of Periodic Report Pursuant to Sec. 906	
Certification of Periodic Report Pursuant to Sec. 906	

PART I. FINANCIAL INFORMATION

ITEM 1 – FINANCIAL STATEMENTS
GENERAL INFORMATION

The consolidated financial statements herein include the accounts of The Men's Wearhouse, Inc. and its wholly owned or controlled 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 financial statements reflect all elimination entries and normal adjustments which are necessary for a fair statement of the results for the three and six months ended August 2, 2003 and July 31, 2004.

Operating results for interim periods are not necessarily indicative of the results for full years. It is suggested that these consolidated financial statements be read in conjunction with the consolidated financial statements for the year ended January 31, 2004 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 wholly owned or controlled subsidiaries.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands)

	August 2, 2003	July 31, 2004	January 31, 2004
	(Unaudited)	(Unaudited)	
ASSETS			
CURRENT ASSETS:			
Cash	$ 70,145	$ 119,364	$ 132,146
Accounts receivable, net	18,868	15,431	17,919
Inventories	393,631	387,261	388,956
Other current assets	28,285	33,745	30,858
Total current assets	510,929	555,801	569,879
PROPERTY AND EQUIPMENT, net	208,387	213,301	215,064
GOODWILL, net	38,204	43,834	43,867
OTHER ASSETS, net	32,222	47,266	40,388
TOTAL	$ 789,742	$ 860,202	$ 869,198
LIABILITIES AND SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	$ 93,321	$ 91,493	$ 115,828
Accrued expenses	50,657	64,113	71,132
Current portion of long-term debt	2,216	—	—
Income taxes payable	23,680	25,278	26,096
Total current liabilities	169,874	180,884	213,056
LONG-TERM DEBT	40,988	131,000	131,000
DEFERRED TAXES AND OTHER LIABILITIES	26,781	30,540	31,682
Total liabilities	237,643	342,424	375,738
COMMITMENTS AND CONTINGENCIES (Note 6 and Note 8)			
SHAREHOLDERS' EQUITY:			
Preferred stock	—	—	—
Common stock	426	431	431
Capital in excess of par	196,524	207,406	205,636
Retained earnings	420,000	480,876	447,566
Accumulated other comprehensive income	5,888	9,887	10,533
Total	622,838	698,600	664,166
Treasury stock, at cost	(70,739)	(180,822)	(170,706)
Total shareholders' equity	552,099	517,778	493,460
TOTAL	$ 789,742	$ 860,202	$ 869,198

See Notes to Consolidated Financial Statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

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

	For the Three Months Ended		For the Six Months Ended	
	August 2, 2003	July 31, 2004	August 2, 2003	July 31, 2004
Net sales	$ 334,292	$ 369,480	$ 647,414	$ 730,209
Cost of goods sold, including buying and occupancy costs	211,356	224,036	413,259	446,893
Gross margin	122,936	145,444	234,155	283,316
Selling, general and administrative expenses	104,277	115,358	197,569	228,096
Operating income	18,659	30,086	36,586	55,220
Interest income	(363)	(363)	(669)	(637)
Interest expense	778	1,422	1,463	2,773
Earnings before income taxes	18,244	29,027	35,792	53,084
Provision for income taxes	6,796	10,813	13,332	19,774
Net earnings	$ 11,448	$ 18,214	$ 22,460	$ 33,310
Net earnings per share:				
Basic	$ 0.29	$ 0.51	$ 0.57	$ 0.92
Diluted	$ 0.29	$ 0.50	$ 0.56	$ 0.91
Weighted average shares outstanding:				
Basic	39,427	35,976	39,530	36,054
Diluted	39,830	36,625	39,769	36,718

See Notes to Consolidated Financial Statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	For the Six Months Ended	
	August 2, 2003	July 31, 2004
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	$ 22,460	$ 33,310
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	24,628	25,131
Gain on sale of assets	(4,381)	—
Deferred tax provision (benefit)	(202)	(1,959)
Decrease in accounts receivable	2,300	2,484
(Increase) decrease in inventories	(29,202)	1,398
Increase in other assets	(6,553)	(9,336)
Decrease in accounts payable and accrued expenses	(6,319)	(30,064)
Increase (decrease) in income taxes payable	10,397	(538)
Decrease in other liabilities	(197)	(325)
Net cash provided by operating activities	12,931	20,101
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(19,025)	(22,994)
Investment in trademarks, tradenames and other assets	(1,500)	(76)
Net cash used in investing activities	(20,525)	(23,070)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments on bank debt	(1,087)	—
Proceeds from issuance of common stock	648	1,577
Deferred financing costs	(15)	(276)
Purchase of treasury stock	(9,219)	(11,186)
Net cash used in financing activities	(9,673)	(9,885)
Effect of exchange rate changes on cash	2,488	72
DECREASE IN CASH	(14,779)	(12,782)
CASH:		
Beginning of period	84,924	132,146
End of period	$ 70,145	$ 119,364

See Notes to Consolidated Financial Statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Significant Accounting Policies

Basis of Presentation – The consolidated financial statements herein include the accounts of The Men's Wearhouse, Inc. and its wholly owned or controlled 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 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 financial statements should be read in conjunction with the financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended January 31, 2004.

The preparation of the financial statements in conformity with accounting principles 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.

Stock Based Compensation — As permitted by Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS No. 123"), we account for stock-based compensation using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB No. 25"). We have adopted the disclosure-only provisions of SFAS No. 123 and continue to apply APB No. 25 and related interpretations in accounting for the stock option plans and the employee stock purchase plan.

In December 2002, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 148, "Accounting for Stock-Based Compensation–Transition and Disclosure" ("SFAS No. 148"). This statement amends SFAS No. 123 to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, this statement amends the disclosure requirements of SFAS No. 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. The adoption of the disclosure requirements of this statement, on February 1, 2003, did not have a material effect on the Company's financial position, results of operations or cash flows. The disclosures required by SFAS No. 148 are included below.

Had we elected to apply the accounting standards of SFAS No. 123, as amended by SFAS No. 148, our net earnings and net earnings per share would have been approximately the pro forma amounts indicated below (in thousands, except per share data):

	For the Three Months Ended		For the Six Months Ended	
	August 2, 2003	July 31, 2004	August 2, 2003	July 31, 2004
Net earnings, as reported	$ 11,448	$ 18,214	$ 22,460	$ 33,310
Additional compensation expense, net of tax	(639)	(607)	(1,172)	(1,212)
Pro forma net earnings	$ 10,809	$ 17,607	$ 21,288	$ 32,098
Net earnings per share:				
As reported:				
Basic	$ 0.29	$ 0.51	$ 0.57	$ 0.92
Diluted	$ 0.29	$ 0.50	$ 0.56	$ 0.91
Pro forma:				
Basic	$ 0.27	$ 0.49	$ 0.54	$ 0.89
Diluted	$ 0.27	$ 0.48	$ 0.54	$ 0.87

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

2. Earnings per Share

Basic EPS is computed using the weighted average number of common shares outstanding during the period and net earnings. Diluted EPS gives effect to the potential dilution which would have occurred if additional shares were issued for stock options exercised under the treasury stock method, as well as the potential dilution that could occur if our contingent convertible debt were converted. No dilution from the contingent convertible debt has occurred.

3. Accounting For Derivative Instruments and Hedging

In connection with our direct sourcing program, we may enter into purchase commitments that are denominated in a foreign currency (primarily the Euro). Our policy is to enter into foreign currency forward exchange contracts to minimize foreign currency exposure related to forecasted purchases of certain inventories. Under Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS No. 133"), such contracts have been designated as and accounted for as cash flow hedges. The settlement terms of the forward contracts, including amount, currency and maturity, correspond with payment terms for the merchandise inventories. Any ineffective portion of a hedge is reported in earnings immediately. At July 31, 2004, we had 30 contracts maturing in varying increments to purchase an aggregate notional amount of $17.5 million in foreign currency, maturing at various dates through December 2005. During the first six months of 2004, we recognized an immaterial amount of hedge ineffectiveness.

The changes in the fair value of the foreign currency forward exchange contracts are matched to inventory purchases by period and are recognized in earnings as such inventory is sold. The fair value of the forward exchange contracts is estimated by comparing the cost of the foreign currency to be purchased under the contracts using the exchange rates obtained under the contracts (adjusted for forward points) to the hypothetical cost using the spot rate at quarter end. We expect to recognize in earnings through July 30, 2005 approximately $0.2 million, net of tax, of existing net gains presently deferred in accumulated other comprehensive income.

4. Comprehensive Income and Supplemental Cash Flows

Our comprehensive income is as follows (in thousands):

	For the Three Months Ended		For the Six Months Ended	
	August 2, 2003	July 31, 2004	August 2, 2003	July 31, 2004
Net earnings	$ 11,448	$ 18,214	$ 22,460	$ 33,310
Change in derivative fair value, net of tax	(11)	125	162	(452)
Currency translation adjustments, net of tax	1,019	3,177	5,660	(194)
Comprehensive income	$ 12,456	$ 21,516	$ 28,282	$ 32,664

We paid cash during the first six months of 2003 of $1.1 million for interest and $3.7 million for income taxes, compared with $2.1 million for interest and $22.6 million for income taxes during the first six months of 2004. We had non-cash investing and financing activities resulting from the tax benefit recognized upon exercise of stock options of $0.1 million and $0.2 million for the first six months of 2003 and 2004, respectively, and from the issuance of treasury stock to the employee stock ownership plan of $0.5 million and $1.0 million for the first six months of 2003 and 2004, respectively.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

5. Goodwill and Other Intangible Assets

Changes in the net carrying amount of goodwill for the year ended January 31, 2004 and for the six months ended July 31, 2004 are as follows (in thousands):

Balance, February 1, 2003	$36,607
Goodwill of acquired business	4,550
Translation adjustment	2,710
Balance, January 31, 2004	$43,867
Goodwill of acquired business	39
Translation adjustment	(72)
Balance, July 31, 2004	$43,834

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):

	For the Six Months Ended		For the Year Ended
	August 2, 2003	July 31, 2004	January 31, 2004
Trademarks, tradenames and other intangibles	$ 9,294	$ 9,483	$ 9,475
Accumulated amortization	(2,028)	(2,871)	(2,450)
Net total	$ 7,266	$ 6,612	$ 7,025

The pretax amortization expense associated with intangible assets totaled approximately $307,000 and $421,000 for the six months ended August 2, 2003 and July 31, 2004, respectively, and approximately $737,000 for the year ended January 31, 2004. Pretax amortization associated with intangible assets at July 31, 2004 is estimated to be $418,000 for the remainder of fiscal year 2004, $836,000 for fiscal year 2005, $781,000 for fiscal year 2006 and $623,000 for each of the fiscal years 2007 and 2008.

6. Long-Term Debt

In January 2003, we replaced an existing $125.0 million revolving credit facility which was scheduled to mature in February 2004 with a new revolving credit agreement with a group of banks (the "Credit Agreement") that provides for borrowing of up to $100.0 million through February 4, 2006. In July 2004, we amended the Credit Agreement to extend the maturity date to July 7, 2009. The Credit Agreement is secured by substantially all of the stock of the subsidiaries of The Men's Wearhouse, Inc. Advances under the Credit Agreement bear interest at a rate per annum equal to, at our option, the agent's prime rate or the reserve adjusted LIBOR rate plus a varying interest rate margin up to 2.25%. The Credit Agreement also provides for fees applicable to unused commitments ranging from 0.275% to 0.500%. As of July 31, 2004, there were no borrowings outstanding under the Credit Agreement.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain a minimum level of net worth and certain financial ratios. The Credit Agreement also prohibits payment of cash dividends on our common stock. We were in compliance with the covenants in the Credit Agreement as of July 31, 2004.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

In January 2003, we entered into a new Canadian term credit agreement under which we borrowed Can $62.0 million (US $40.7 million) which was used to repay approximately Can $60.9 million (US $40.0 million) in outstanding indebtedness of Moores under a previous term credit agreement. Advances under the Canadian term credit agreement incurred interest at a rate per annum equal to, at our option, the agent's prime rate or the Canadian prime rate plus a varying interest rate margin up to 1.75%. On October 31, 2003, we repaid all the outstanding Canadian term credit agreement indebtedness of Can $60.5 million (US $45.9 million).

On October 21, 2003, we issued $130.0 million of 3.125% Convertible Senior Notes due 2023 ("Notes") in a private placement. A portion of the net proceeds from the Notes was used to repay the outstanding indebtedness under our Canadian term credit agreement and to repurchase shares of our common stock under the program authorized by the Board in September 2003; the balance is reserved for general corporate purposes, which may include additional purchases of our common stock under our share repurchase program. Interest on the Notes is payable semi-annually on April 15 and October 15 of each year, beginning on April 15, 2004. The Notes will mature on October 15, 2023. However, holders may require us to purchase all or part of the Notes, for cash, at a purchase price of 100% of the principal amount per Note plus accrued and unpaid interest on October 15, 2008, October 15, 2013 and October 15, 2018 or upon a designated event. Beginning on October 15, 2008, we will pay additional contingent interest on the Notes if the average trading price of the Notes is above a specified level during a specified period. In addition, we may redeem all or a portion of the Notes on or after October 20, 2008, at 100% of the principal amount of the Notes plus any accrued and unpaid interest, contingent interest and additional amounts, if any. We also have the right to redeem the Notes between October 20, 2006 and October 19, 2008 if the price of our common stock reaches certain levels.

During certain periods, the Notes are convertible by holders into shares of our common stock initially at a conversion rate of 23.3187 shares of common stock per $1,000 principal amount of Notes, which is equivalent to an initial conversion price of $42.88 per share of common stock (subject to adjustment in certain events), under the following circumstances: (1) if the closing sale price of our common stock issuable upon conversion exceeds 120% of the conversion price under specified conditions; (2) if we call the Notes for redemption; or (3) upon the occurrence of specified corporate transactions. Upon conversion of the Notes, in lieu of delivering common stock we may, at our election, deliver cash or a combination of cash and common stock. The Notes are general senior unsecured obligations, ranking on parity in right of payment with all our existing and future unsecured senior indebtedness and our other general unsecured obligations, and senior in right of payment with all our future subordinated indebtedness. The Notes are effectively subordinated to all of our senior secured indebtedness and all indebtedness and liabilities of our subsidiaries.

In December 2003, we acquired the assets and operating leases for 13 retail dry cleaning and laundry facilities and issued a note payable for $1.0 million as partial consideration. The unsecured note payable is due in full in 2008 and interest compounds annually at 4.0%.

We utilize letters of credit primarily for inventory purchases. At July 31, 2004, letters of credit totaling approximately $18.6 million were issued and outstanding.

7. Stock Repurchase Program

In November 2002, the Board of Directors authorized a program for the repurchase of up to $25.0 million of Company stock in the open market or in private transactions. As of August 2, 2003 a total of 507,100 shares at a cost of $9.2 million were repurchased in open market transactions under this program at an average price per share of $18.18.

In September 2003, the Board of Directors authorized a program for the repurchase of up to $100.0 million of Company common stock in the open market or in private transactions. This authorization superceded the approximately $1.0 million we had remaining under the November 2002 authorization. As of July 31, 2004, we had repurchased under this program 1,405,400 shares at a cost of $42.4 million in private transactions and 2,036,400 shares at a cost of $51.4 million in open market transactions, for a total of 3,441,800 shares at an average price per share of $27.25.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(Unaudited)

In June 2004, the Board of Directors authorized a program for the repurchase of up to $50.0 million of Company common stock in the open market or in private transactions. This authorization superceded the approximately $6.2 million we had remaining under the September 2003 authorization. As of July 31, 2004, a total of 99,400 shares at a cost of $2.5 million were repurchased in open market transactions under this program at an average price per share of $24.99.

During the first six months of 2004, a total of 422,400 shares at a cost of $11.2 million were repurchased in open market transactions under all authorized stock repurchase programs at an average price per share of $26.48.

8. Legal Matters

On April 18, 2003, a lawsuit was filed against the Company in the Superior Court of California for the County of Orange, Case No. 03CC00132 (the "Orange County Suit"). The Orange County Suit was brought as a purported class action and alleges several causes of action, each based on the factual allegation that in the State of California the Company misclassified its managers and assistant managers as exempt from the application of certain California labor statutes. Because of this alleged misclassification, the Orange County Suit alleges that the Company failed to pay overtime compensation and provide the required rest periods to such employees. The Orange County Suit seeks, among other things, declaratory and injunctive relief along with an accounting as to alleged wages, premium pay, penalties, interest and restitution allegedly due the class defendants. We believe that the Orange County Suit will be resolved in 2004; however, no assurance can be given that the anticipated resolution will be realized. We do not believe the ultimate resolution of the Orange County Suit will have a material adverse effect on our financial position, results of operations or cash flows.

On April 1, 2004, a lawsuit was filed against the Company in the Superior Court of California for the County of Los Angeles, Case No. BC313038 (the "PII Suit"). The PII Suit, which was brought as a purported class action, alleges two causes of action, each based on the factual allegation that the Company requests or requires, in conjunction with a customer's use of his or her credit card, the customer to provide personal identification information which is recorded upon the credit card transaction form. The PII Suit seeks: (i) civil penalties pursuant to the California Civil Code; (ii) an order enjoining the Company from requesting or requiring that a customer provide personal identification information which is then recorded on the transaction form; (iii) permanent and preliminary injunctions against the Company requesting or requiring that a customer provide personal identification information which is then recorded on the transaction form; (iv) restitution of all funds allegedly acquired by means of any act or practice declared by the Court to be unlawful or fraudulent or to constitute a violation of the California Business and Professions Code; (v) attorney's fees; and (vi) costs of suit. The court has not yet decided whether the action may proceed as a class action. The Company intends to vigorously defend the PII Suit. We do not believe the ultimate resolution of the PII Suit will have a material adverse effect on our financial position, results of operations or cash flows.

On June 24, 2004, the Company filed a lawsuit against Suits Warehouse Outlet Corp. in the United States District Court for the Eastern District of New York, Civil Action No. CV-04-2625 (ADS), for trademark infringement. Suits Warehouse Outlet Corp. has counterclaimed against TMW Marketing Company, Inc., one of the Company's wholly-owned subsidiaries, to cancel the registration of the trademark "The Men's Wearhouse" on the grounds of genericness of the mark and abandonment of the mark through failure to police the mark (the "Name Suit"). There are no monetary damages claimed, apart from attorney's fees and costs. Damages would be the cancellation of the registration of the trademark. The Company believes the Name Suit lacks merit and intends to vigorously defend the Name Suit. We do not believe the ultimate resolution of the Name Suit will have a material adverse effect on our financial position, results of operations or cash flows.

In addition, 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 condition, results of operations or cash flows.

Table of Contents

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

General

For supplemental information, it is suggested that "Management's Discussion and Analysis of Financial Condition and Results of Operations" be read in conjunction with the corresponding section included in our Annual Report on Form 10-K for the year ended January 31, 2004. 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 "2004" mean the 52-week fiscal year ending January 29, 2005.

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

	For the Three Months Ended		For the Six Months Ended		For the Year Ended
	August 2, 2003	July 31, 2004	August 2, 2003	July 31, 2004	January 31, 2004
Stores open at beginning of period	684	695	689	693	689
Opened	1	4	1	9	13
Closed	(4)	(3)	(9)	(6)	(9)
Stores open at end of period	681	696	681	696	693
Stores open at end of period:					
U.S. —					
Men's Wearhouse ..	503	508	503	508	506
K&G	64	74	64	74	73
	567	582	567	582	579
Canada — Moores	114	114	114	114	114
	681	696	681	696	693

In connection with our strategy of testing opportunities to market complementary products and services, in December 2003 we acquired the assets and operating leases for 13 retail dry cleaning and laundry facilities operating in the metropolitan Houston, Texas area. We may open or acquire additional facilities on a limited basis during 2004 as we test market and evaluate the feasibility of developing a national retail dry cleaning and laundry line of business. We also plan to open six new casual clothing/sportswear concept stores in 2004 in order to test an expanded, more fashion-oriented merchandise concept for men and women. These stores will be 3,000 to 3,500 square feet and will be located in high-end regional malls. They will target the 25 to 35 year old customer with Latin-inspired store designs and offerings. As of July 31, 2004, we had opened five of these new concept stores.

Results of Operations

Three Months Ended August 2, 2003 and July 31, 2004

Our net sales were $369.5 million for the three months ended July 31, 2004, a $35.2 million or 10.5% increase from the same prior year period due mainly to a $23.8 million increase in clothing and alteration sales and a $9.6 million increase in tuxedo rental revenues. Our U.S. comparable store sales (which are calculated primarily 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 6.8% as we experienced increased store traffic levels as well as continued growth in our tuxedo rental business. At our traditional Men's Wearhouse brand, a 5.9% increase in suit unit sales helped drive increases in other categories (such as shirts, shoes and accessories) as well as an increase in alteration sales. In addition, our U.S. tuxedo rental business continued to grow with a 38.7% increase in tuxedo rental revenues. In Canada, comparable store sales increased 7.7% as a result of a strong response by customers to Moores' summer sale event which occurred during the second quarter and the rollout of the tuxedo rental business to all Moores stores at the beginning of the fiscal year. Combined U.S. and Canadian tuxedo rental revenues increased from 5.4% of total revenues in the second quarter of 2003 to 7.4% of total revenues in the second quarter of 2004.

Gross margin increased $22.5 million or 18.3% from the same prior year quarter to $145.4 million in the second quarter of 2004. As a percentage of sales, gross margin increased from 36.8% in the second quarter of 2003 to 39.4% in the second quarter of 2004. This increase in gross margin percentage resulted mainly from continued growth in our tuxedo rental business, which carries a significantly higher incremental gross margin impact than our clothing sales, and from higher cumulative mark-ups and lower markdowns that produced higher clothing product margins. The gross margin percentage was also increased as occupancy cost, which is relatively constant on a per store basis and includes store related rent, common area maintenance, utilities, repairs and maintenance, security, property taxes and depreciation, decreased modestly as a percentage of sales from the second quarter of 2003 to the second quarter of 2004. However, on an absolute dollar basis, occupancy costs increased by 6.7% from the second quarter of 2003 to the second quarter of 2004 due mainly to higher rent expense from our increased store count and renewals of existing leases at higher rates.

Selling, general and administrative (“SG&A”) expenses, as a percentage of sales, were 31.2% for the second quarter of 2003 and for the second quarter of 2004, with SG&A expenditures increasing by $11.1 million or 10.6% to $115.4 million. As a percentage of sales, advertising expense decreased from 4.4% to 3.8% of net sales, store salaries increased from 12.0% to 12.7% of net sales and other SG&A expenses decreased from 14.8% to 14.7% of net sales. On an absolute dollar basis, the principal components of SG&A expenses increased primarily as a result of increased commissions due to higher sales and increased store salaries, benefits and other costs associated with store personnel additions for tuxedo rental operations.

Interest expense increased from $0.8 million in the second quarter of 2003 to $1.4 million in the second quarter of 2004 while interest income remained flat at $0.4 million. Weighted average borrowings outstanding increased from $44.7 million in the second quarter of 2003 to $131.0 million for the second quarter of 2004, and the weighted average interest rate on outstanding indebtedness decreased from 6.1% to 3.5%. The increase in the weighted average borrowings was due primarily to the issuance of $130.0 million of 3.125% Notes in a private placement on October 21, 2003. A portion of the proceeds from the Notes was used to repay the balance outstanding on our Canadian credit facility. The decrease in the weighted average interest rate was due primarily to the lower interest rate on the Notes. See further discussion of the Notes in Note 6 of Notes to Consolidated Financial Statements and “Liquidity and Capital Resources” herein.

Our effective income tax rate was 37.3% for the second quarter of 2003 and 2004, respectively. The effective tax rate was higher than the statutory U.S. federal rate of 35% primarily due to the effect of state income taxes.

These factors resulted in net earnings of $18.2 million or 4.9% of net sales for the second quarter of 2004, compared with net earnings of $11.4 million or 3.4% of net sales for the second quarter of 2003.

Six Months Ended August 2, 2003 and July 31, 2004

Our net sales were $730.2 million for the six months ended July 31, 2004, a $82.8 million or 12.8% increase from the same prior year period due mainly to a $64.2 million increase in clothing and alteration sales and a $14.9 million increase in tuxedo rental revenues. Our U.S. comparable store sales increased 9.4% due to increased store traffic levels and improvement in nearly all product categories. At our traditional Men’s Wearhouse brand, a 10.4% increase in unit suit sales helped drive increases in other product categories, as well as an increase in alteration sales. In addition, our U.S. tuxedo rental business continued to grow with a 38.7% increase in tuxedo rental revenues. In Canada, comparable store sales increased 6.6% as a result of improved unit suit sales, a strong response by customers to Moores’ summer sale event which occurred during the second quarter and the rollout of the tuxedo rental business to all Moores stores at the beginning of the fiscal year. Combined U.S. and Canadian tuxedo rental revenues increased from 4.7% of total revenues in the first six months of 2003 to 6.2% of total revenues in the first six months of 2004.

Gross margin increased $49.2 million or 21.0% over the same prior year period to $283.3 million for the first six months of 2004. As a percentage of sales, gross margin increased from 36.2% for the first six months of 2003 to 38.8% for the first six months of 2004. This increase in gross margin percentage resulted mainly from continued growth in our tuxedo rental business, which carries a significantly higher incremental gross margin impact than our clothing sales, and from higher cumulative mark-ups and lower markdowns that produced higher clothing product margins. The gross margin percentage was also increased as occupancy cost, which is relatively constant on a per store basis and includes store related rent, common area maintenance, utilities, repairs and maintenance, security, property taxes and depreciation, decreased modestly as a percentage of sales from the first six months of 2003 to the first six months of 2004. However, on an absolute dollar basis, occupancy costs increased by 5.7% from the first six months of 2003 to the first six months of 2004 due mainly to higher rent expense from our increased store count and renewals of existing leases at higher rates.

SG&A expenses, as a percentage of sales, were 30.5% for the first six months of 2003, compared to 31.2% for the first six months of 2004, with SG&A expenditures increasing by $30.5 million or 15.5% to $228.1 million. As a percentage of sales, advertising expense decreased from 4.4% to 3.8% of net sales, store salaries increased from 12.0% to 12.7% of net sales and other SG&A expenses increased from 14.1% to 14.7% of net sales. On an absolute dollar basis, the principal components of SG&A expenses increased primarily due to (i) increased commissions due to higher sales, (ii) increased store salaries, benefits and other costs associated with store personnel additions for tuxedo rental operations and (iii) increased travel and training expenses related to incremental training for new and existing store personnel. SG&A expenses were reduced in the first six months of 2003 by the recognition of a $4.4 million deferred pretax gain from the sale, in March 2002, of certain technology assets to an unrelated company regularly engaged in the development and licensing of software to the retail industry. However, most of the gain recognized was offset by $3.7 million in costs related to store closures and the write-off of certain technology assets.

Interest expense increased from $1.5 million for the first six months of 2003 to $2.8 million in the first six months of 2004 while interest income remained flat at $0.7 million and $0.6 million for the first six months of 2003 and 2004, respectively. Weighted average borrowings outstanding increased from $43.3 million in the prior year to $131.0 million for the first six months of 2004, and the weighted average interest rate on outstanding indebtedness decreased from 6.0% to 3.4%. The increase in the weighted average borrowings was due primarily to the issuance of $130.0 million of 3.125% Notes in a private placement on October 21, 2003. A portion of the proceeds from the Notes was used to repay the balance outstanding on our Canadian credit facility. The decrease in the weighted average interest rate was due primarily to the lower interest rate on the Notes. See further discussion of the Notes in Note 6 of Notes to Consolidated Financial Statements and "Liquidity and Capital Resources" herein.

Our effective income tax rate was 37.3% for the first six months of 2003 and 2004, respectively. The effective tax rate was higher than the statutory U.S. federal rate of 35% primarily due to the effect of state income taxes.

These factors resulted in net earnings of $33.3 million or 4.6% of net sales for the first six months of 2004, compared with net earnings of $22.5 million or 3.5% of net sales for the first six months of 2003.

Liquidity and Capital Resources

In January 2003, we replaced an existing $125.0 million revolving credit facility which was scheduled to mature in February 2004 with a new revolving credit agreement with a group of banks (the "Credit Agreement") that provides for borrowing of up to $100.0 million through February 4, 2006. In July 2004, we amended the Credit Agreement to extend the maturity date to July 7, 2009. The Credit Agreement is secured by substantially all of the stock of the subsidiaries of The Men's Wearhouse, Inc. Advances under the Credit Agreement bear interest at a rate per annum equal to, at our option, the agent's prime rate or the reserve adjusted LIBOR rate plus a varying interest rate margin up to 2.25%. The Credit Agreement also provides for fees applicable to unused commitments ranging from 0.275% to 0.500%. As of July 31, 2004, there were no borrowings outstanding under the Credit Agreement.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain a minimum level of net worth and certain financial ratios. The Credit Agreement also prohibits payment of cash dividends on our common stock. We were in compliance with the covenants in the Credit Agreement as of July 31, 2004.

In January 2003, we entered into a new Canadian term credit agreement under which we borrowed Can $62.0 million (US $40.7 million) which was used to repay approximately Can $60.9 million (US $40.0 million) in outstanding indebtedness of Moores under a previous term credit agreement. Advances under the Canadian term credit agreement incurred interest at a rate per annum equal to, at our option, the agent's prime rate or the Canadian prime rate plus a varying interest rate margin up to 1.75%. On October 31, 2003, we repaid all the outstanding Canadian term credit agreement indebtedness of Can $60.5 million (US $45.9 million).

On October 21, 2003, we issued $130.0 million of 3.125% Notes in a private placement. A portion of the net proceeds from the Notes was used to repay the outstanding indebtedness under our Canadian term credit agreement and to repurchase shares of our common stock under the program authorized by the Board in September 2003 (see below); the balance is reserved for general corporate purposes, which may include additional purchases of our common stock under our share repurchase program. Interest on the Notes is payable semi-annually on April 15 and October 15 of each year, beginning on April 15, 2004. The Notes will mature on October 15, 2023. However, holders may require us to purchase all or part of the Notes, for cash, at a purchase price of 100% of the principal amount per Note plus accrued and unpaid interest on October 15, 2008, October 15, 2013 and October 15, 2018 or upon a designated event. Beginning on October 15, 2008, we will pay additional contingent interest on the Notes if the average trading price of the Notes is above a specified level during a specified period. In addition, we may redeem all or a portion of the Notes on or after October 20, 2008, at 100% of the principal amount of the Notes plus any accrued and unpaid interest, contingent interest and additional amounts, if any. We also have the right to redeem the Notes between October 20, 2006 and October 19, 2008 if the price of our common stock reaches certain levels.

During certain periods, the Notes are convertible by holders into shares of our common stock initially at a conversion rate of 23.3187 shares of common stock per $1,000 principal amount of Notes, which is equivalent to an initial conversion price of $42.88 per share of common stock (subject to adjustment in certain events), under the following circumstances: (1) if the closing sale price of our common stock issuable upon conversion exceeds 120% of the conversion price under specified conditions; (2) if we call the Notes for redemption; or (3) upon the occurrence of specified corporate transactions. Upon conversion of the Notes, in lieu of delivering common stock we may, at our election, deliver cash or a combination of cash and common stock. The Notes are general senior unsecured obligations, ranking on parity in right of payment with all our existing and future unsecured senior indebtedness and our other general unsecured obligations, and senior in right of payment with all our future subordinated indebtedness. The Notes are effectively subordinated to all of our senior secured indebtedness, and all indebtedness and liabilities of our subsidiaries.

In December 2003, we acquired the assets and operating leases for 13 retail dry cleaning and laundry facilities and issued a note payable for $1.0 million as partial consideration. The unsecured note payable is due in full in 2008 and interest compounds annually at 4.0%.

We utilize letters of credit primarily for inventory purchases. At July 31, 2004, letters of credit totaling approximately $18.6 million were issued and outstanding.

Working capital was $374.9 million at July 31, 2004, which is up from $356.8 million at January 31, 2004 and $341.1 million at August 2, 2003. Working capital at the end of the second quarter of 2004 is higher than the second quarter of 2003 due mainly to our increased cash balances following our issuance of the Notes.

Our operating activities provided net cash of $12.9 million during the first six months of 2003, due to net earnings, adjusted for non-cash charges (including recognition of a deferred gain on a sale of assets) and an increase in income taxes payable, offset by increases in inventories and other assets and a decrease in accounts payable and accrued expenses. During the first six months of 2004, our operating activities provided net cash of $20.1 million, due mainly to net earnings, adjusted for non-cash charges, offset by decreases in accounts payable and accrued expenses and an increase in other assets. Inventories increased during the first six months of 2003 mainly due to inventory replenishment following the lower sales and inventory levels of 2002 and the purchase of fabric used in the direct sourcing of inventory. Other assets increased in the first six months of 2003 and 2004 due mainly to purchases of tuxedo rental product. The decrease in accounts payable and accrued expenses in the first six months of 2003 and 2004 was due primarily to the payment of bonuses accrued at the end of the previous year and, in 2004, payment for treasury stock purchased as of the end of 2003.

Our investing activities used net cash of $20.5 million and $23.1 million for the first six months of 2003 and 2004, respectively. Cash used in investing activities was primarily comprised of capital expenditures relating to stores opened, remodeled or relocated during the period or under construction at the end of the period, distribution facility additions and infrastructure technology investments.

Our financing activities used net cash of $9.7 million for the first six months of 2003, due mainly to purchases of treasury stock and principal payments made on long-term debt offset by proceeds from the issuance of our common stock for options exercised. In November 2002, the Board of Directors authorized a program for the repurchase of up to $25.0 million of

Company stock in the open market or in private transactions. A total of 507,100 shares at a cost of $9.2 million were repurchased in open market transactions under this new program during the first six months of 2003. During the first six months of 2004, our financing activities used net cash of $9.9 million due mainly to purchases of treasury stock offset by proceeds from the issuance of our common stock for options exercised.

In September 2003, the Board of Directors authorized a program for the repurchase of up to $100.0 million of Company common stock in the open market or in private transactions. This authorization superceded the approximately $1.0 million we had remaining under the November 2002 authorization. As of July 31, 2004, we had repurchased under this program 1,405,400 shares at a cost of $42.4 million in private transactions and 2,036,400 shares at a cost of $51.4 million in open market transactions, for a total of 3,441,800 shares at an average price per share of $27.25.

In June 2004, the Board of Directors authorized a program for the repurchase of up to $50.0 million of Company common stock in the open market or in private transactions. This authorization superceded the approximately $6.2 million we had remaining under the September 2003 authorization. As of July 31, 2004, a total of 99,400 shares at a cost of $2.5 million were repurchased in open market transactions under this program at an average price per share of $24.99.

During the first six months of 2004, a total of 422,400 shares at a cost of $11.2 million were repurchased in open market transactions under all authorized stock repurchase programs at an average price per share of $26.48.

On August 16, 2004, we purchased a store (land and building, which we had been leasing) in Dallas, Texas for $1.0 million from 8239 Preston Road, Inc., a Texas corporation of which George Zimmer, Chairman of the Board and CEO of the Company, James E. Zimmer, Senior Vice President of the Company, and Richard Goldman each own 20% of the outstanding common stock, and Laurie Zimmer, sister of George and James E. Zimmer, owns 40% of the outstanding common stock.

On August 20, 2004, we purchased a 1980 Gulfstream III aircraft from Regal Aviation L.L.C. ("Regal Aviation") for $5.0 million. Regal Aviation operates a private air charter service and is a limited liability company of which George Zimmer owns 99%. In addition, on August 20, 2004, the Company entered into a leasing arrangement with Regal Aviation under which Regal Aviation will operate, manage and market the aircraft as well as provide the appropriate flight personnel and services. The aircraft will be utilized to provide air transportation from time to time for employees of the Company as well as be leased to third parties for charter.

Based on the results of recent appraisals and review of the terms of other Regal Aviation leasing arrangements with unrelated third parties, we believe that the terms of the foregoing purchase and leasing agreements and the terms of the store purchase are comparable to what would have been available to us from unaffiliated third parties at the time such agreements were entered into.

We anticipate that our existing cash and cash flow from operations, supplemented by borrowings under our Credit Agreement, will be sufficient to fund planned store openings, other capital expenditures and operating cash requirements for at least the next 12 months.

As substantially all of our cash is held by three financial institutions, we are exposed to risk of loss in the event of failure of any of these parties. However, due to the creditworthiness of these three financial institutions, we anticipate full performance and access to our deposits and liquid investments.

In connection with our direct sourcing program, we may enter into purchase commitments that are denominated in a foreign currency (primarily the Euro). We generally enter into forward exchange contracts to reduce the risk of currency fluctuations related to such commitments. As these forward exchange contracts are with one financial institution, we are exposed to credit risk in the event of nonperformance by this party. However, due to the creditworthiness of this major financial institution, full performance is anticipated. We may also be exposed to market risk as a result of changes in foreign exchange rates. This market risk should be substantially offset by changes in the valuation of the underlying transactions.

Forward-Looking Statements

Certain statements made herein and in other public filings and 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, future capital expenditures, acquisitions (including the amount and nature thereof), future 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, this Management's Discussion and Analysis of Financial Condition and Results of Operations section 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.

Actual results and trends in the future may differ materially depending on a variety of factors including, but not limited to, domestic and international economic activity and inflation, our successful execution of internal operating plans and new store and new market expansion plans, performance issues with key suppliers, severe weather, foreign currency fluctuations, government export and import policies 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.

Expansion into more fashion-oriented merchandise categories or into complementary products and services may present greater risks. We are continuously assessing opportunities to expand complementary products and services related to our traditional business, such as corporate apparel sales and retail dry cleaning establishments, as well as concepts that include more fashion-oriented merchandise. We may expend both capital and personnel resources on such business opportunities which may or may not be successful.

Our business is particularly sensitive to economic conditions and consumer confidence. Consumer confidence is often adversely impacted by many factors including local, regional or national economic conditions, continued threats of terrorism, acts of war and other uncertainties. We believe that a decrease in consumer spending will affect us more than other retailers because men's discretionary spending for items like tailored apparel tends to slow faster than other retail purchases.

According to industry sources, sales in the men's tailored clothing market generally have declined over the past several years. We believe that this decline has been attributable primarily to: (1) men allocating less of their income to tailored clothing and (2) certain employers relaxing their dress codes. We believe that this decrease in sales has contributed, and may continue to contribute, to a consolidation among retailers of men's tailored clothing. However, recent industry data as well as various industry observers indicate that the buying patterns are trending back to more suits and other tailored clothing. Despite the past overall decline, we have been able to increase our share of the men's tailored clothing market; however, we may not be able to continue to expand our sales volume or maintain our profitability within our segment of the retailing industry.

ITEM 3 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are subject to exposure from fluctuations in U.S. dollar/Euro exchange rates. As further described in Note 3 of Notes to Consolidated Financial Statements and "Management's Discussion and Analysis of Financial Information and Results of Operations – Liquidity and Capital Resources", we utilize foreign currency forward exchange contracts to limit exposure to changes in currency exchange rates. At July 31, 2004, we had 30 contracts maturing in varying increments to purchase an aggregate notional amount of $17.5 million in foreign currency, maturing at various dates through December 2005. At August 2, 2003, we had 14 contracts maturing in varying increments to purchase an aggregate notional amount of $11.7 million in foreign currency, maturing at various dates through April 2004. Unrealized pretax gains on these forward contracts totaled approximately $0.4 million at August 2, 2003 and approximately $0.3 million at July 31, 2004, respectively. A hypothetical 10% change in applicable July 31, 2004 forward rates could increase or decrease the July 31, 2004 unrealized pretax gain by approximately $1.7 million related to these positions. However, it should be noted that any change in the value of these contracts, whether real or hypothetical, would be significantly offset by an inverse change in the value of the underlying hedged item.

Moores conducts its business in Canadian dollars. The exchange rate between Canadian dollars and U.S. dollars has fluctuated historically. 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.

ITEM 4 - CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company's management, with the participation of the Company's principal executive officer ("CEO") and principal financial officer ("CFO"), 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 (the "Exchange Act")) as of the end of the fiscal quarter ended July 31, 2004. 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 July 31, 2004 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 July 31, 2004 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 April 18, 2003, a lawsuit was filed against the Company in the Superior Court of California for the County of Orange, Case No. 03CC00132 (the “Orange County Suit”). The Orange County Suit was brought as a purported class action and alleges several causes of action, each based on the factual allegation that in the State of California the Company misclassified its managers and assistant managers as exempt from the application of certain California labor statutes. Because of this alleged misclassification, the Orange County Suit alleges that the Company failed to pay overtime compensation and provide the required rest periods to such employees. The Orange County Suit seeks, among other things, declaratory and injunctive relief along with an accounting as to alleged wages, premium pay, penalties, interest and restitution allegedly due the class defendants. We believe that the Orange County Suit will be resolved in 2004; however, no assurance can be given that the anticipated resolution will be realized. We do not believe the ultimate resolution of the Orange County Suit will have a material adverse effect on our financial position, results of operations or cash flows.

On April 1, 2004, a lawsuit was filed against the Company in the Superior Court of California for the County of Los Angeles, Case No. BC313038 (the “PII Suit”). The PII Suit, which was brought as a purported class action, alleges two causes of action, each based on the factual allegation that the Company requests or requires, in conjunction with a customer’s use of his or her credit card, the customer to provide personal identification information which is recorded upon the credit card transaction form. The PII Suit seeks: (i) civil penalties pursuant to the California Civil Code; (ii) an order enjoining the Company from requesting or requiring that a customer provide personal identification information which is then recorded on the transaction form; (iii) permanent and preliminary injunctions against the Company requesting or requiring that a customer provide personal identification information which is then recorded on the transaction form; (iv) restitution of all funds allegedly acquired by means of any act or practice declared by the Court to be unlawful or fraudulent or to constitute a violation of the California Business and Professions Code; (v) attorney’s fees; and (vi) costs of suit. The court has not yet decided whether the action may proceed as a class action. The Company intends to vigorously defend the PII Suit. We do not believe the ultimate resolution of the PII Suit will have a material adverse effect on our financial position, results of operations or cash flows.

On June 24, 2004, the Company filed a lawsuit against Suits Warehouse Outlet Corp. in the United States District Court for the Eastern District of New York, Civil Action No. CV-04-2625 (ADS), for trademark infringement. Suits Warehouse Outlet Corp. has counterclaimed against TMW Marketing Company, Inc., one of the Company’s wholly-owned subsidiaries, to cancel the registration of the trademark “The Men’s Wearhouse” on the grounds of genericness of the mark and abandonment of the mark through failure to police the mark (the “Name Suit”). There are no monetary damages claimed, apart from attorney’s fees and costs. Damages would be the cancellation of the registration of the trademark. The Company believes the Name Suit lacks merit and intends to vigorously defend the Name Suit. We do not believe the ultimate resolution of the Name Suit will have a material adverse effect on our financial position, results of operations or cash flows.

In addition, 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 condition, results of operations or cash flows.

ITEM 2 – CHANGES IN SECURITIES, USE OF PROCEEDS AND ISSUER PURCHASES OF EQUITY SECURITIES

The following table presents information with respect to purchases of common stock of the Company made during the quarter ended July 31, 2004 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)
May 2, 2004 through May 29, 2004	17,000	$ 26.03	17,000	$ 14,500
May 30, 2004 through July 3, 2004 (1)	306,000	$ 26.99	306,000	$ 50,000
July 4, 2004 through July 31, 2004	99,400	$ 24.99	99,400	$ 47,500
Total	422,400	$ 26.48	422,400	$ 47,500

(1) In June 2004, the Board of Directors authorized a program for the repurchase of up to $50.0 million of our common stock in the open market or in private transactions. This authorization superceded the approximately $6.2 million we had remaining under the September 2003 authorization. Refer to Note 7 of the Notes to Consolidated Financial Statements for further information regarding our stock repurchase program.

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

On June 30, 2004, the Company held its Annual Meeting of Shareholders. At the meeting, the shareholders voted on the following matters:

1. The election of eight directors of the Company to hold office until the next Annual Meeting of Shareholders or until their respective successors are duly elected and qualified.

2. A proposal to adopt the Company’s 2004 Long-Term Incentive Plan.

3. A proposal to amend and restate the Company’s 1996 Long-Term Incentive Plan (formally known as the 1996 Stock Option Plan) to add stock appreciation rights, restricted stock and performance based awards to the possible awards which may be granted pursuant to such plan.

4. A proposal to amend and restate the Company’s 1992 Non-Employee Director Stock Option Plan to add stock appreciation rights and restricted stock to the possible awards which may be granted pursuant to such plan.

5. A proposal regarding a code of conduct based on the United Nation’s International Labor Organization’s Standards for Workers Rights.

6. A proposal regarding the adoption of a policy of nominating independent directors who, if elected by the shareholders, would constitute two-thirds of the Board of Directors of the Company.

The eight nominees of the Board of Directors of the Company were elected at the meeting, and proposals two, three, four and six received the affirmative vote required for approval. Proposal five did not receive the requisite vote required for approval and therefore did not pass. The number of votes cast for, against and withheld, as well as the number of abstentions, as to each matter were as follows:

Proposal	Votes For	Votes Withheld
1. Election of Directors		
George Zimmer	32,232,561	1,722,841
David H. Edwab	31,513,625	2,441,777
Rinaldo S. Brutoco	31,076,306	2,879,096
Michael L. Ray, Ph.D.	31,788,074	2,167,328
Sheldon I. Stein	17,650,488	16,304,914
Kathleen Mason	31,788,394	2,167,008
Deepak Chopra, M.D.	32,245,128	1,710,274
William B. Sechrest	32,246,232	1,709,170

	Votes For	Votes Against	Abstentions
2. Proposal to adopt the Company's 2004 Long-Term Incentive Plan	27,367,738	2,308,061	217,868
3. Proposal to amend and restate the Company's 1996 Long-Term Incentive Plan	27,598,900	2,072,467	222,300
4. Proposal to amend and restate the Company's 1992 Non-Employee Director Stock Option Plan	27,586,227	2,087,018	220,422
5. Proposal regarding a code of conduct	2,090,443	21,920,829	5,909,095
6. Proposal to adopt a policy of nominating independent directors	15,091,291	14,761,071	41,304

Table of Contents

ITEM 6 – EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits.

Exhibit Number		Exhibit Index
4.1	—	Second Amendment to Revolving Credit Agreement dated July 7, 2004, by and among the Company, JP Morgan Chase Bank and the Banks listed therein (filed herewith).
10.1	—	Aircraft Lease Agreement dated August 20, 2004, by and between Regal Aviation LLC and MW Sky LLC (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).

(b) Reports on Form 8-K.

On May 19, 2004, the Company filed a current report on Form 8-K pursuant to Item 12 reporting the issuance of a press release that reported earnings results for the first fiscal quarter of 2004.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: September 9, 2004

THE MEN'S WEARHOUSE, INC.

By /s/ NEILL P. DAVIS

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

Table of Contents

Index to Exhibit

Exhibit Number		Exhibit Index
4.1	—	Second Amendment to Revolving Credit Agreement dated July 7, 2004, by and among the Company, JP Morgan Chase Bank and the Banks listed therein (filed herewith).
10.1	—	Aircraft Lease Agreement dated August 20, 2004, by and between Regal Aviation LLC and MW Sky LLC (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).

EXHIBIT 4.1

SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT

THIS SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT (this "Amendment"), dated as of July 7, 2004 (the "Amendment Effective Date"), is by and among The Men's Wearhouse, Inc., a Texas corporation (the "Borrower"), the financial institutions party hereto (collectively, the "Banks" and individually, a "Bank") and JPMorgan Chase Bank (together with any successor thereof, "JPMorgan Chase") in its capacity as administrative agent (the "Agent") for the Banks.

WHEREAS, the Borrower, the Banks, the Agent, JPMorgan Chase, J.P. Morgan Securities Inc. (as "Sole Bookrunner"), J.P. Morgan Securities Inc. and Fleet Securities, Inc. (together as "Co-Lead Arrangers"), Wachovia Bank, National Association and Fleet National Bank (together, as "Co-Syndication Agents") previously entered into that certain Revolving Credit Agreement dated as of January 29, 2003 (as amended from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested the Agent and the Banks to extend the scheduled Maturity Date to the fifth (5th) anniversary of the Amendment Effective Date;

WHEREAS, in connection with the foregoing, the Banks which are a party hereto have agreed to such request subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties contained herein, and for 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. Capitalized terms used but not otherwise defined herein shall have the meanings assigned such terms in the Credit Agreement.

Section 1. Amendments. The Credit Agreement is hereby amended as follows:

(a) Section 1.2 is amended as follows:

(i) The terms "Adjustment Amount", "Adjustment Date", "Canadian Term Loan Facility", "Extension Election Date", "Extension Request", "Intercompany Credit Agreements", "Intercreditor Agreement", "Negative Adjustment Amount", "Non-Extending Bank", "Positive Adjustment Amount", "Replacement Bank", "Subscription Agreement", "Term Borrowers", and "Term Lenders" are hereby deleted.

(ii) The definition of "Adjusted Debt" is hereby amended in its entirety to provide as follows:

"Adjusted Debt" means, at any time and without duplication, an amount (if positive) equal to (a) Total Funded Debt plus (b) an amount equal to the product of (i)

Base Rent Expense for the immediately preceding quarter times (ii) thirty-two (32) less (c) Excess Cash.

(iii) The definitions of "Default" is hereby amended by deleting therefrom (1) the term "(i)" and (2) the phrase "or (ii) any "Default" as defined in the Canadian Term Loan Facility".

(iv) The definition of "Applicable Margin" is hereby amended by replacing the pricing grid therein with the following:

<TABLE>
<CAPTION>

ADJUSTED DEBT TO EBITDA PLUS BASE RENT EXPENSE	APPLICABLE MARGIN FOR EURODOLLAR LOANS AND LETTER OF CREDIT FEES	APPLICABLE MARGIN FOR ABR LOANS	APPLICABLE MARGIN FOR COMMITMENT FEES ON THE UNUSED COMMITMENT
<S>	<C>	<C>	<C>
Less than 3.25:1.0	1.50%	0.00%	0.275%
Equal to or greater than 3.25:1.0 but less than 4.0:1.0	1.75%	0.00%	0.350%
Equal to or greater than 4.0:1.0 but less than 4.25:1.0	2.00%	0.25%	0.425%
Equal to or greater than 4.25:1.0	2.25%	0.50%	0.500%

</TABLE>

(v) The definition of "Related Facilities" is hereby amended by deleting therefrom the phrase "collectively, (i) the Canadian Term Loan Facility and (ii)".

(vi) The definition of "Maturity Date" is hereby amended in its entirety to provide as follows:

"Maturity Date" shall mean July 7, 2009.

(vii) The following definition is hereby inserted in proper alphabetical order:

"Excess Cash" means an amount, if positive, equal to the difference of (i) unrestricted cash and Cash Equivalents reflected on the Borrower's most recent consolidated balance sheet (exclusive of cash and Cash Equivalents of Unrestricted Subsidiaries therein reflected) less (ii) the sum of (x) $15 million and (y) the aggregate principal amount of Loans outstanding at the end of the most recent fiscal quarter.

(b) Section 3.6 is hereby amended by deleting therefrom the phrases "and the Canadian Term Loan Facility" and "and under the Canadian Term Loan Facility".

(c) Section 4.9 is hereby amended by (1) deleting therefrom subsections (b)(ii) and (iii) and renumbering the remaining subsections accordingly and (2) deleting from subsection (b)(iv) the phrase "and under the Canadian Term Loan Facility".

(d) Section 4.10 is hereby deleted.

(e) Section 4.12 is hereby deleted.

(f) Section 7.17 is hereby amended by deleting in each case the term "Closing Date" and inserting therein the date "July 7, 2004".

(g) Section 9.7 (d) is hereby deleted.

(h) Section 10.2 (h) is hereby deleted.

(i) Section 10.3(d) is hereby amended by (i) deleting the date "October 13, 2003" each place it occurs and inserting in lieu thereof the date "July 7, 2004" and (ii) deleting the figure "$100,000,000" and inserting in lieu thereof the figure "$56,500,000".

(j) Section 10.3(e) is hereby amended by (i) deleting the date "October 13, 2003" each place it occurs and inserting in lieu thereof the date "July 7, 2004" and (ii) deleting the figure "$100,000,000" and inserting in lieu thereof the figure "$56,500,000".

(k) Section 10.8 (ii) is hereby deleted and the remaining subsection renumbered accordingly.

(l) Section 10.10 is hereby amended by deleting from the last sentence therefrom the phrase "and (3) at such time as Chelsea Market System, LLC is a Restricted Subsidiary, up to 25% of the Capital Stock thereof may be owned by un-Affiliated Person(s)".

(m) Section 10.21 (d) is hereby deleted.

(n) Section 10.22 is hereby deleted.

(o) Section 11.13 is hereby deleted.

(p) Section 13.10 (b)(ii)(E) is hereby deleted.

(q) Schedule 7.17 is hereby replaced with Schedule 7.17 attached hereto.

(r) On the Amendment Effective Date, the Commitments shall be as disclosed on the signature pages hereto.

Section 2. Amendment and Ratification. Upon the effectiveness hereof as provided in Section 13.18 of the Credit Agreement, this Amendment shall be deemed to be an amendment to the Credit Agreement, and the Credit Agreement, as modified hereby, is hereby ratified, approved and confirmed to be in full force and effect in each and every respect. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Bank, any Agent, or Issuing Bank under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. All references to the Credit Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Credit Agreement as modified hereby.

Section 3. Conditions to Effectiveness. This Amendment shall become effective as of the Amendment Effective Date when the Agent has confirmed (and has so notified the Borrower) that:

(i) counterparts hereof have been duly executed by the Borrower and the Banks and delivered to the Agent;

(ii) (a) promissory notes shall be executed and delivered by the Borrower in favor of each Bank requesting a promissory note to evidence its new Commitment, which notes, to the extent delivered in favor of a Bank that is a party to the Credit Agreement immediately prior to the effectiveness of this Amendment shall be in renewal and replacement of, and shall be delivered in substitution and exchange for (and not in payment of), the promissory note held by such Bank prior to the Amendment Effective Date, and (b) promissory notes executed by the Borrower hereunder (other than those executed pursuant to the preceding clause (a)) which are outstanding as of the Amendment Effective Date shall be marked "Cancelled and Replaced by Renewal" or "Cancelled and Discharged", or words of similar import, as applicable, and delivered to the Agent for ultimate delivery to the Borrower;

(iii) payment of (i) all fees due and owing and described in Section 5 hereof and (ii) the reasonable expenses of, or incurred by, the Agent and counsel, to the extent billed as of the Amendment Effective Date, to and including the Amendment Effective Date in connection with the negotiation and closing of the transactions contemplated herein;

(iv) Borrower shall deliver to the Agent written evidence satisfactory to the Agent and its counsel that Borrower has taken all corporate and other action and obtained all consents necessary to duly approve and authorize its execution, delivery and performance of this Amendment, any other documents which it is required to execute, and an opinion of counsel to Borrower in form, scope and substance reasonably acceptable to the Agent;

(v) Borrower shall deliver to Agent a certificate as to the matters set forth in Section 4 (i), (ii) and (iii);

(vi) Borrower has paid all amounts due under Section 3.5 of the Credit Agreement, if any, caused by the effectiveness of this Amendment; and

(vii) such Assignment and Assumption Agreements as required to establish the new Commitments have been duly executed and delivered.

Section 4. Representation and Warranty. The Borrower hereby represents and warrants that, as of the Amendment Effective Date, after giving effect hereto:

(i) the representations and warranties of the Borrower and each Subsidiary contained in the Loan Documents are correct on and as of such date (other than those representations and warranties that expressly relate solely to a specific earlier date, which shall remain correct as of such earlier date), as though made on and as of such date;

(ii) no event has occurred and is continuing which constitutes a Default or an Event of Default;

(iii) no change in the business, assets, management, operations, financial condition or prospects of the Borrower and its Subsidiaries, as a whole, has occurred since the date of the most recent financial statements delivered pursuant to Section 9.1(b) of the Credit Agreement, which change has or is reasonably likely to have a Material Adverse Effect; and

(iv) As of the Amendment Effective Date, the Borrower owns the percentage of all classes of Capital Stock of each Subsidiary and the ownership of each such Subsidiary and the ownership of Borrower as of such date is as set forth on Schedule 7.17 attached hereto. Except for the Subsidiaries described on Schedule 7.17, the Borrower has no other Subsidiaries as of the Amendment Effective Date. As of the Amendment Effective Date, Borrower has no partnership or joint venture interests in any other Person except as set forth in Schedule 7.17. All of the issued and outstanding shares of Capital Stock of the Borrower and each Subsidiary are fully paid and nonassessable and, except as created by the Pledge Agreements are free and clear of any Lien. As of the Amendment Effective Date, each Non-Guaranteeing Restricted Subsidiary is set forth on Schedule 7.17.

Section 5. Fees.

(a) The Borrower agrees to pay to J.P. Morgan Securities Inc., for its own account, an arrangement fee payable in the amount separately agreed upon between the Borrower and J.P. Morgan Securities Inc.

(b) The Borrower agrees to pay to the Agent, for the account of each Bank, an upfront fee in an amount equal to 20 basis points of the new Commitment of such Bank, payable on the Amendment Effective Date.

Section 6. Governing Law. This Amendment shall be construed in accordance with and be governed by the laws of the State of New York.

Section 7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the Amendment Effective Date.

THE MEN'S WEARHOUSE, INC.

By: /s/ CLAUDIA PRUITT

Name: Claudia Pruitt
Title: VP & Treasurer

COMMITMENTS

$17,000,000	JPMORGAN CHASE BANK, INDIVIDUALLY AND AS AGENT By: /s/ H. DAVID JONES ------------------------------- Name: H. David Jones Title: Vice President
$16,000,000	BANK OF AMERICA, N.A. By: /s/ ROSS EVANS ------------------------------- Name: Ross Evans Title: Vice President
$16,000,000	WACHOVIA BANK, NATIONALASSOCIATION By: /s/ SUSAN T. VITALE ------------------------------- Name: Susan T. Vitale Title: Vice President

$13,000,000	UNION BANK OF CALIFORNIA, N.A. By: /s/ HENRY G. MONTGOMERY ------------------------------- Name: Henry G. Montgomery Title: Vice President
$11,000,000	U.S. BANK NATIONAL ASSOCIATION By: /s/ GREGORY L. DRYDEN ------------------------------- Name: Gregory L. Dryden Title: Senior Vice President
$12,000,000	NATIONAL CITY BANK

By: /s/ MICHAEL J. DURBIN

Name: Michael J. Durbin
Title: Senior Vice President

$15,000,000	SOUTHWEST BANK OF TEXAS N.A.

By: /s/ VALERIE B. GIBBS

Name: Valerie B. Gibbs
Title: SVP

EXHIBIT 10.1

AIRCRAFT LEASE AGREEMENT

This Aircraft Lease Agreement ("Agreement") is entered into on this 20th day of August, 2004, by and between Regal Aviation LLC, a Delaware limited liability corporation, having an office at 3232 Love Field Drive, Dallas, Texas 75235 (hereinafter referred to as "Regal") and MW Sky LLC, a Delaware limited liability company, having its principal office at 5803 Glenmont, Houston, Texas 77081 (hereunder referred to as "Lessor"), and

Lessor is the owner of a certain Gulfstream III, N444GA, Serial Number 301 aircraft (as identified in Exhibit "A" and hereinafter referred to as the "Aircraft"), and Regal desires to lease from Lessor, and to operate, manage, and market, the Aircraft in accordance with the terms of this Agreement.

In consideration of the foregoing and the agreements contained herein, Lessor agrees to lease the Aircraft to Regal, and Regal agrees to lease the Aircraft from Lessor and to provide aircraft management services as follows:

1) SCHEDULING AND DISPATCH SERVICES. Regal shall provide scheduling and dispatch service to Lessor. Scheduling and dispatch services shall include the coordination of flight schedules for use of the Aircraft, the coordination of maintenance to be performed on the Aircraft, record keeping and reporting (to both Lessor and such governmental entities as may be required by applicable law), and such additional services as may be mutually agreed upon by the parties.

   One full time account manager will be provided to Lessor who will be responsible to Lessor for scheduling and dispatch services. The initial manager shall be Casey Barr.

2) AIRCRAFT STORAGE AND IN-CABIN SERVICES. Regal shall cause the Aircraft to be based at Regal Aviation's Lessor Care Center (the "Facility"), Dallas Love Field Airport, Dallas, Texas (the "Airport"). Lessor shall lease hangar storage space for the Aircraft at the Facility at the rates outlined in Exhibit B of this Agreement. Lessor agrees to pay to Regal all amounts due under the hangar lease, in accordance with the terms of this Agreement.

   Regal will arrange for trash removal, vacuuming, supply restocking, and interior cleaning after each flight for the Aircraft. Additional cleaning and detailing services (i.e., shampooing of carpets, steam cleaning of seats, polishing of bright work, etc.) to maintain the appearance of the aircraft will be provided by Regal at a reasonable additional cost, which will be itemized in detail of the monthly invoice. No cosmetic work exceeding $1,500.00 will be performed without prior approval of Lessor.

3) CREW SERVICE. Regal shall provide Crew Services (as defined below) for all flights whether such flights are for the Lessor or for Federal Aviation Regulations ("FAR's") Part 135 charter. Lessor shall pay Regal Twenty One Thousand and No/100 Dollars ($21,000.00) per month for Regal to provide Crew Services (as defined below) for the Aircraft.

   (a) The "Crew Services" shall consist of (2) Captains, each holding an Airline Transport Pilot rating and possessing sufficient training and experience in the Aircraft and one Co-Pilot holding at least a commercial pilot's license with multi-engine and instrument endorsements (together, the "Crew").

   (b) Lessor agrees to pay all reasonable direct out-of-pocket expenses incurred either by the Crew or in connection with the operation of the Aircraft while on assignment for the Lessor. Such expenses include, but are not limited to, (i) Crew meals, lodging, and transportation; (ii) parking, landing fees, hangar fees, fuel purchases, deicing fees, customs fees, and all other Aircraft-related expenses; and (iii) normal cabin supplies consumed during use of the Aircraft by Lessor.

(c) With respect to any flights, the captain shall have the final authority to determine whether any flight should be delayed and/or canceled due to departure and/or enroute and/or terminal weather conditions or aircraft, equipment, facility, or other conditions that may be considered hazardous to the Aircraft or its occupants.

(d) All Crew members are required to successfully complete initial and recurrent annual Regal administered ground school and factory simulator training as required. Lessor shall be responsible for the cost of the initial and recurrent training for Crew members.

(e) The Aircraft and Crew shall be made available upon the request of Lessor except when the Aircraft has a charter flight scheduled as provided herein by Regal.

(f) If during the term of this Agreement, or any extension thereof, or for three (3) months thereafter, Lessor elects to hire any Applicable Employee, to perform the same of substantially the same services for Owner as said Applicable Employee was providing or had provided Regal, Lessor agrees to pay Regal Twelve Thousand Five Hundred Dollars ($12,500.00) for each such Applicable Employee that Lessor hires. Such compensation shall be paid within thirty (30) days of Lessor's hiring of said Applicable Employee and shall be deemed compensation for Regal's expenses incurred in training such Applicable Employee. For purposes of this provision, an "Applicable Employee" shall be defined as a current employee of Regal and/or any former employees of Regal whose employment with Regal terminated less than three (3) months prior to Lessor's hiring of said employee.

4) MAINTENANCE. Regal and Lessor agree that the Aircraft shall be maintained in accordance with all of its manufacturer's recommendations and procedures and in accordance with the standards and guidelines established by the Federal Aviation Administration ("FAA") and other applicable law. Regal shall perform, or cause to be performed, all maintenance, repair, inspection, and overhaul work necessary to maintain the Aircraft in good operating condition, including, without limitation, maintenance of the airworthiness of the Aircraft pursuant to Part 91 and 135 of the FAR's and the manufacturer's recommendations, including the annual Aircraft Flight Information System ("AFIS") subscription for the Aircraft (hereinafter the "Maintenance.")

All work performed on the Aircraft shall be accomplished in accordance with the standards set by the FAA, the Aircraft manufacturer, and relevant component manufacturers. Regal shall cause to be maintained all records, logs, and other materials required by the FAA to be maintained in connection with the Aircraft.

Regal shall provide assistance to Lessor on matters regarding the Aircraft, including, without limitation, FAA and manufacturer's correspondence and directives, administration and enforcement of warranty claims and insurance matters, and preparation and filing of FAA and any other required reports or registrations.

The cost of all Maintenance shall be the sole responsibility of Lessor, unless a repair is caused by the negligence of, or breach of this Agreement by Regal, its officers, employees, or affiliates. Maintenance performed by Regal personnel shall be at the shop rate of Seventy-Five Dollars ($75.00) per hour.

5) FUEL. Lessor shall be responsible for all fuel and lubricant costs for the Aircraft. Fuel shall be purchased at a contract discount rate wherever possible. Regal agrees to use Lessor's fuel credit cards for fuel purchases whenever possible. For fuel purchased using Regal's fuel credit cards, Lessor shall pay to Regal a handling fee of fifteen cents ($0.15) per gallon for all fuel provided to the Aircraft. Fuel purchased at the Facility shall be charged to Lessor at forty-five cents ($0.45) off Regal's retail rate per gallon.

6) INSURANCE. Lessor shall provide hull and liability insurance under an aircraft fleet policy. The amounts of such insurance, coverage areas,

named insured, etc. are described in Exhibit "C" of this Agreement. Regal shall notify Lessor immediately of any incident which may give rise to a claim under Lessors insurance coverages detailed in Exhibit "C." Regal shall obtain the consent of Lessor prior to making any decisions regarding the filing of insurance claims or the involvement of the Aircraft in any litigation. Regal shall not allow the Aircraft to be operated or located in any area excluded from coverage by any insurance provided by the terms of this Agreement.

Regal shall provide workers compensation insurance for all pilots and personnel working in, on, or about Lessor's aircraft.

All insurance coverages set forth in Exhibit "C" must be with insurers having an A.M. Best minimum rating of "A XII" or Standard & Poor's minimum rating of "A."

Lessor shall provide to Regal evidence of all required insurance by way of a certificate.

7) SERVICE FEE. Lessor shall pay to Regal a Service Fee in the amount of Four Thousand Dollars ($4,000.00) per month during the term of this Agreement, in addition to the costs and expenses for which Lessor is responsible. The Management Fee and expense reimbursement shall be due within thirty (30) days after invoice from Regal for services provided to Lessor. Regal's invoices to Lessor shall identify with reasonable particularity the Management Fee and other services and expenses for which Lessor is responsible. In the event that Lessor disputes any invoiced amount or portion thereof, Lessor shall notify Regal of its dispute within ten (10) days of its receipt of the invoice, specifying the item or items that Lessor disputes and providing each reason therefore. Notwithstanding Lessor's dispute of any portion of an invoice, Lessor shall be obligated to pay the undisputed balance in accordance with the terms hereof.

8) USE OF AIRCRAFT BY LESSOR AND ITS AFFILIATES; CHARTER. As rent for the Aircraft, Lessor and its affiliates shall have the right to unlimited use of the Aircraft on a priority basis. At such times as the Aircraft is not being used by Lessor or its affiliates, as provided above, Lessor hereby grants to Regal the exclusive right to charter the Aircraft to third parties, upon such financial terms and conditions, as Regal deems acceptable; provided, however, that without the prior written approval of Lessor, Regal shall charge charter customers not less than $4,300 per hour for charter of the Aircraft. The Aircraft will be placed under the Regal Aviation, LLC Charter Certificate, #YNTA128U. Regal will actively advertise, market, send out invoices, and collect revenues for charter flights. Lessor may from time to time, upon written notice to Regal and subject to Regal's consent (which consent shall not be unreasonably withheld), increase the minimum charge per hour. As rent for the Aircraft, Regal will pay Lessor eighty-five percent (85%) of all billed flight revenue for time the Aircraft is chartered by Regal to third parties, rounded to the nearest tenth of an hour. All amounts due to Lessor for each month shall be paid to Lessor within thirty (30) days following the last day of each calendar month.

9) TERMINATION. The initial term of this Agreement shall be twelve (12) months. This Agreement shall automatically renew on every anniversary date, pursuant to the same terms and conditions as set forth herein, unless either party gives written notice of termination of at least thirty (30) days prior to the end of the term. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate on the date of any sale of the Aircraft by Lessor.

This Agreement may be terminated by either party, upon not less than thirty (30) days prior written notice to the other party, upon any material breach of the Agreement buy such other party. Such notice shall describe in reasonable detail

the material breach (or breaches) upon which such notice of termination is based.

This Agreement may be terminated by Lessor, upon written notice to Regal designating the date of termination, in the event of a Change of Control. As used in this Agreement, "Change of Control" means with respect to Regal (a) the sale, lease or transfer of all or substantially all of Regal's assets to any person or group (within the meaning of the Securities, Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder), (b) the liquidation or dissolution of Regal or (c) the acquisition or ownership, directly or indirectly, beneficially or of record by any person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder) of more than 49% of the ownership of Regal.

Termination of this Agreement shall not relieve either Lessor or Regal from any obligation hereunder arising prior to the effective date of such termination.

10) MODIFICATION. This Agreement shall not be modified except in writing and signed by both parties.

11) LEASING TO THIRD PARTIES. Other than charters pursuant to FAR Part 135 as provided above, the Aircraft shall not be leased to third parties without the express written permission of Lessor and Regal.

12) OPERATIONS. During the term of this Agreement, the Aircraft shall be operated and maintained in accordance with this Agreement. Regal shall at all times have and maintain exclusive use and operational control of the Aircraft in accordance with FAR Section 135.77. Regal shall have sole possession, control and use of the Aircraft for flight, within the meaning of FAR Section 135.25, and for the purposes of determining and performing required maintenance and ensuring compliance with all applicable FAA regulations.

Notwithstanding any other provision of this Agreement which may possibly be interpreted to the contrary, it is the intent of the parties that Regal shall maintain "operational control" (pursuant to the definition and use of such term in the FAA regulations) of the Aircraft operated pursuant to this Agreement during all such operations, and shall be responsible for complying with all provisions of the FAA regulations applicable to such operations.

13) INDEMNIFICATION. Lessor hereby agrees to defend, indemnify, protect, save and keep harmless Regal and its agents and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits, including legal expenses, of whatever kind and nature, imposed or incurred by or asserted against Regal on the basis of any act or omission of Lessor, its agents, servants and employees.

Regal hereby agrees to defend, indemnify, protect, save and keep harmless Lessor and its agents and employees from and against any and all liabilities,

obligations, losses, damages, penalties, claims actions and suits, including legal expenses, of whatever kind and nature, imposed or incurred by or asserted against Lessor on the basis of any act or omission of Regal, or negligence of Regal, its agents, servants and employees.

The indemnities contained in this Section 13 shall survive the termination of this Agreement.

14) RETURN OF AIRCRAFT. Upon the termination of this Agreement Regal shall return the Aircraft (with all Records) to Lessor, at a location designated by Lessor in the continental United States, in good operating and airworthy condition with the same interior configuration as of the date of this Agreement. Regal is not responsible for normal wear and tear to the Aircraft during the term of this Agreement. As used in this Agreement, the term "Records" means all log books, manuals, certificates, inspection, maintenance, modification, overhaul, engineering and technical records (including all computerized data, records and materials) relating to the Aircraft, including, without limitation, all records required to be maintained by the FAA or any other governmental agency or authority having jurisdiction with respect to the Aircraft or any manufacturer of the

Aircraft (or any part thereof, including the engines).

15) SECURITY. Termination of this Agreement shall not release either Lessor or Regal from any obligation hereunder arising prior to the effective date of such termination.

Regal will cause the Aircraft to be locked and inaccessible to outsiders during flights away from the Facility when the Crew is not physically present at the Aircraft. Regal will secure the Aircraft while it is located at the Facility.

16) DISPUTES. In the event of a dispute under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party.

17) GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (excluding its conflicts of law principles), including all matters of construction, validity, and performance. Any claim or controversy that arises out of this Agreement, or is related to this Agreement, or the breach of it, shall be settled by arbitration in Dallas, Texas before and in accordance with the rules of the American Arbitration Association. Judgment upon the award may be entered in any court with jurisdiction.

18) PAYMENTS. Any payments due to either party under this Agreement, or any portion thereof, if not paid on or before the due date, shall bear interest at the lesser of 8% per annum or the maximum rate allowed by law.

19) NOTICES. All notices, requests, consents, and permissions required or permitted by the terms and conditions of this Agreement shall be in writing, and

any such notice, request, consent, and permission shall become effective when delivered by overnight courier or messenger, or telecopier/facsimile, when receipt is confirmed at the following contact information for the parties:

Lessor:	MW Sky LLC 5803 Glenmont Houston, Texas 77081 Attn: Ms. Claudia Pruitt PH: 713-592-7322 FX: 713-592-7075
Regal:	David MacDonald Regal Aviation LLC 3232 Love Field Drive Dallas, Texas 75235 Phone (214) 654-0994 Fax (214) 654-9588.

or to such other notice address as either party may, from time to time, hereafter designate in writing to the other.

20) ENTIRE AGREEMENT, AMENDMENTS. This Agreement embodies the entire agreement and understanding between Regal and Lessor with respect to its subject matter and supersedes all prior agreements and understandings and shall not be modified or amended except by a written instrument signed by duly authorized representatives of the parties.

21) ASSIGNMENT. Neither party shall have the right to assign all or any part of its rights or obligations under this Agreement without the agreement of the other party.

22) EXECUTION. Each of the parties agree that each of them shall be entitled to rely upon the signature of the other party hereto, received via facsimile transmission, to the same extent as an originally signed copy hereof; provided, however, this shall not relieve either party from delivery of originally signed documents.

23) SUCCESSORS. The rights and obligations of the parties shall inure to the

benefit of, and be binding and enforceable upon, the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto affix their duly authorized signatures in the spaces provided below as of the date first written above.

CONTRACT ACTIVATION DATE: August 20, 2004

Regal Aviation LLC	MW Sky LLC
By: /s/ DAVID MACDONALD	By: /s/ CLAUDIA A. PRUITT
David MacDonald	Claudia A. Pruitt
President	Vice President and Treasurer

Exhibit 31.1

CERTIFICATIONS

I, George Zimmer, certify that:

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

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

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

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) 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) 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

   c) 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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

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

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

Dated: September 9, 2004

By /s/ GEORGE ZIMMER

George Zimmer
Chairman of the Board and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Neill P. Davis, certify that:

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

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

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

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) 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) 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

   c) 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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

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

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

Dated: September 9, 2004

By /s/ NEILL P. DAVIS

Neill P. Davis

Executive Vice President, Chief Financial Officer and Principal Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

NOT FILED PURSUANT TO THE SECURITIES EXCHANGE ACT OF 1934

In connection with the Quarterly Report of The Men's Wearhouse, Inc. (the "Company") on Form 10-Q for the period ending July 31, 2004, 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.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: September 9, 2004

By /s/ GEORGE ZIMMER

George Zimmer
Chairman of the Board and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

NOT FILED PURSUANT TO THE SECURITIES EXCHANGE ACT OF 1934

In connection with the Quarterly Report of The Men's Wearhouse, Inc. (the "Company") on Form 10-Q for the period ending July 31, 2004, 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.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated: September 9, 2004

By /s/ NEILL P. DAVIS

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