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

FORM 10-K

(Mark One)

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

For the fiscal year ended February 1, 2014

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** (IRS Employer Identification Number)
6380 Rogerdale Road **Houston, Texas** (Address of Principal Executive Offices)	**77072-1624** (Zip Code)

(281) 776-7000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value $.01 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒. No ☐.

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐. No ☒.

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

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

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

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

The aggregate market value of the voting stock held by non-affiliates of the registrant, based on the closing price of shares of common stock on the New York Stock Exchange on August 3, 2013, was approximately $1,916.9 million.

The number of shares of common stock of the registrant outstanding on March 21, 2014 was 47,604,629 excluding 137,900 shares classified as Treasury Stock.

DOCUMENTS INCORPORATED BY REFERENCE

Document	Incorporated as to
Notice and Proxy Statement for the Annual Meeting of Shareholders scheduled to be held June 18, 2014	Part III: Items 10, 11, 12, 13 and 14

FORM 10-K REPORT INDEX

Forward-Looking and Cautionary Statements

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

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

PART I

ITEM 1. BUSINESS

General

The Men's Wearhouse began operations in 1973 as a partnership and was incorporated as The Men's Wearhouse, Inc. (the "Company") under the laws of Texas in May 1974. Our principal corporate and executive offices are located at 6380 Rogerdale Road, Houston, Texas 77072-1624 (telephone number 281-776-7000) and at 6100 Stevenson Blvd., Fremont, California 94538-2490 (telephone number 510-657-9821), respectively. Unless the context otherwise requires, "Company", "we", "us" and "our" refer to The Men's Wearhouse, Inc. and its subsidiaries. References herein to years are to the Company's 52-week or 53-week fiscal year, which ends on the Saturday nearest January 31 in the following calendar year. The periods presented in these financial statements are the fiscal years ended February 1, 2014 ("fiscal 2013"), February 2, 2013 ("fiscal 2012") and January 28, 2012 ("fiscal 2011"). Each of these periods had 52 weeks, except for 2012, which consisted of 53 weeks.

We are one of the largest specialty retailers of men's suits and the largest provider of tuxedo rental product in the United States ("U.S.") and Canada. At February 1, 2014, we operated 1,124 retail stores, with 1,003 stores in the U.S. and 121 stores in Canada. Our U.S. retail stores are operated under the brand names of Men's Wearhouse (661 stores), Men's Wearhouse and Tux (248 stores) and K&G (94 stores) in 50 states and the District of Columbia. Our Canadian stores are operated under the brand name of Moores Clothing for Men ("Moores") in ten provinces. We also conduct retail dry cleaning, laundry and heirlooming operations through MW Cleaners in the Houston, Texas area. On August 6, 2013, we acquired JA Holding, Inc. ("JA Holding"), the parent company of the American clothing brand Joseph Abboud® and a U.S. tailored clothing factory, for $97.5 million in cash consideration, subject to certain adjustments. The total net cash consideration paid after these adjustments was $94.9 million. We believe this transaction will accelerate our strategy of offering exclusive brands with broad appeal at attractive prices. These operations comprise our retail segment.

Additionally, we operate two corporate apparel providers—our UK-based holding company operations, the largest provider in the United Kingdom ("UK") under the Dimensions, Alexandra and Yaffy brands, and our Twin Hill operations in the U.S. These operations provide corporate clothing uniforms and workwear to workforces through multiple channels including managed corporate accounts, catalogs and the internet. The Company acquired 86% of the UK-based holding company in 2010. Certain previous shareholders of Dimensions control 14% of the UK-based holding company and the Company has the right to acquire this 14% after fiscal 2013. These operations comprise our corporate apparel segment.

During fiscal 2013, 2012 and 2011, we generated total consolidated net earnings attributable to common shareholders of $83.8 million, $131.7 million and $120.6 million, respectively. Our two reportable segments contributed the following net sales and operating income in each of the last three fiscal years (in thousands):

	Fiscal Year		
	2013	2012	2011
Net sales:			
Retail	$ 2,226,422	$ 2,248,849	$ 2,139,193
Corporate apparel	246,811	239,429	243,491
Total net sales	$ 2,473,233	$ 2,488,278	$ 2,382,684
Operating income (loss):			
Retail	$ 120,247	$ 194,679	$ 189,995
Corporate apparel	9,381	3,889	(4,563)
Operating income.	$ 129,628	$ 198,568	$ 185,432

Additional segment information, together with certain geographical information, is included in Note 15 of Notes to Consolidated Financial Statements contained herein.

Retail Segment

Overview

In our retail segment, we offer our products and services through our four retail merchandising brands—The Men's Wearhouse, Men's Wearhouse and Tux, Moores and K&G—and the Internet at www.menswearhouse.com. Our stores are located throughout the U.S. and Canada and carry a wide selection of exclusive and non-exclusive merchandise brands. Our retail segment accounted for approximately 90.0%, 90.4% and 89.8% of our total net sales in fiscal 2013, 2012 and 2011, respectively. MW Cleaners, a retail dry cleaning, laundry and heirlooming operation in the Houston, Texas area, is also aggregated in the retail segment as these operations have not had a significant effect on our revenues or expenses. As a result of our acquisition of JA Holding, we now operate a factory located in New Bedford, Massachusetts that manufactures quality tailored clothing including designer suits, tuxedos, sport coats and slacks which we sell in our Men's Wearhouse stores. JA Holding is a component of our Men's Wearhouse brand and therefore has also been included in our retail segment.

Below is a summary of store statistics with respect to our retail apparel stores during each of the respective fiscal years, followed by a brief description of each brand.

	For the Year Ended		
	February 1, 2014	February 2, 2013	January 28, 2012
Stores open at beginning of period:	1,143	1,166	1,192
Opened	25	37	25
Closed	(44)	(60)	(51)
Stores open at end of period	1,124	1,143	1,166
Stores open at end of period:			
Men's Wearhouse	661	638	607
Men's Wearhouse and Tux	248	288	343
Moores	121	120	117
K&G	94	97	99
Total	1,124	1,143	1,166

At February 1, 2014, we also operated 35 retail dry cleaning, laundry and heirlooming facilities in the Houston, Texas area.

Men's Wearhouse/Men's Wearhouse and Tux

Under the Men's Wearhouse brand, we target the male consumer by providing a superior level of customer service and offering a broad selection of exclusive and non-exclusive merchandise brands at regular and sale prices we believe are competitive with specialty and traditional department stores. Our merchandise includes suits, suit separates, sport coats, slacks, formalwear, business casual, sportswear, outerwear, dress shirts, shoes and accessories in classic, modern and slim fits and in a wide range of sizes including a significant selection of "Big and Tall" product. We also offer a full selection of tuxedo rental product. We believe our tuxedo rental program broadens our customer base by drawing first-time and younger customers into our stores; accordingly, our offering includes an expanded merchandise assortment including dress and casual apparel targeted toward the younger customer.

Men's attire is characterized by infrequent and more predictable fashion changes. Therefore, we believe we are not as exposed to trends typical of more fashion-forward apparel retailers where significant markdowns to move out-of-style merchandise are more common. However, our concentration in "wear-to-work" business attire causes our sales to be impacted by macroeconomic trends, particularly unemployment levels. Furthermore, we believe that these market conditions affect us more than other retailers because discretionary spending for items like men's tailored apparel tends to slow sooner and to recover later than that for other retail purchases.

At February 1, 2014, we operated 661 Men's Wearhouse retail apparel stores in 50 states and the District of Columbia with an average square footage of 5,710 per store. These stores are referred to as "Men's Wearhouse stores" or "traditional stores" that offer a full selection of retail merchandise and tuxedo rental product. Men's Wearhouse stores are primarily located in regional strip and specialty retail shopping centers. In fiscal 2013, we opened 23 new Men's Wearhouse stores of which four are Men's Wearhouse outlets.

At February 1, 2014, we also operated another 248 stores in 35 states branded as Men's Wearhouse and Tux that offer a full selection of tuxedo rental product and a limited selection of retail merchandise, including dress and casual apparel targeted toward a younger customer. These stores, referred to as "rental stores", are smaller than our traditional stores, averaging 1,387 square feet per store at February 1, 2014, and are located primarily in regional malls and lifestyle centers. In fiscal 2013, we closed 40 Men's Wearhouse and Tux stores as we continued to experience a consumer driven shifting of rental revenues from the rental stores to our Men's Wearhouse stores located one mile or less in proximity.

Our Men's Wearhouse and Men's Wearhouse and Tux stores accounted for 72.1% of our total retail segment net sales in fiscal 2013, 70.3% in fiscal 2012 and 68.8% in fiscal 2011.

Moores

Moores is one of Canada's leading specialty retailers of men's apparel. Similar to the Men's Wearhouse stores, Moores stores offer a broad selection of exclusive and non-exclusive merchandise brands at regular and sale prices that we believe are competitive with traditional Canadian specialty and department stores. Moores' merchandise consists of suits, suit separates, sport coats, slacks, formalwear, business casual, sportswear, outerwear, dress shirts, shoes and accessories in classic, modern and slim fits and in a wide range of sizes including a selection of "Big and Tall" product. We also offer tuxedo rentals at all of our Moores stores which we believe broadens our customer base by drawing first-time and younger customers into our stores. To further accommodate these younger tuxedo rental customers, we also offer an expanded merchandise assortment including dress and casual apparel targeted toward a younger customer. As with our Men's Wearhouse stores, Moores' concentration in "wear-to-work" business attire causes our sales to be impacted by macroeconomic trends, particularly unemployment levels. Furthermore, we believe that these market conditions affect us more than other retailers because discretionary spending for items like men's tailored apparel tends to slow sooner and to recover later than that for other retail purchases.

At February 1, 2014, we operated 121 retail apparel stores in ten Canadian provinces averaging 6,358 square feet per store. Moores stores are primarily located in regional strip and specialty retail shopping centers. In fiscal 2013, we opened one new Moores store.

Our Moores stores accounted for 11.4% of our total retail segment net sales in fiscal 2013, 12.2% in fiscal 2012 and 12.5% in fiscal 2011.

K&G

K&G stores offer a more value-oriented superstore approach that we believe appeals to the more price sensitive customer in the apparel market. K&G offers first-quality, current-season apparel and accessories comparable in quality to that of traditional department stores, at prices we believe are typically up to 70% below the regular prices charged by such stores. K&G's merchandising strategy emphasizes broad assortments across all major categories of both men's and ladies' apparel, including tailored clothing, dress furnishings, sportswear, accessories and shoes and children's apparel in a wide depth of sizes including "Big and Tall" and "Women's plus sizes". This merchandise selection, which includes exclusive and non-exclusive merchandise brands, positions K&G to attract a wide range of customers in each of its markets.

At February 1, 2014, we operated 94 K&G stores in 27 states, 85 of which also offer ladies' career apparel, sportswear, accessories and shoes and children's apparel. K&G stores vary in size from approximately 9,600 to 42,000 total square feet. The average square footage at February 1, 2014 was 23,710 with a 20,000 to 25,000 square foot men's and ladies' superstore prototype. K&G stores are "destination" stores located primarily in second generation strip shopping centers that are easily accessible from major highways and thoroughfares. In fiscal 2013, we opened one new K&G store and closed four K&G stores.

Our K&G stores accounted for 15.1% of our total retail segment net sales in fiscal 2013, 16.3% in fiscal 2012 and 17.5% in fiscal 2011.

In March 2013, we announced that we engaged Jefferies & Co. to assist us in evaluating strategic alternatives for our K&G operations. We believe that our core strengths lie primarily in our service culture and specialty men's apparel retailing, and that we will be better able to focus our efforts on these core operations by taking this action.

Customer Service and Marketing

The Men's Wearhouse and Moores sales personnel are trained as clothing consultants to provide customers with assistance and advice on their apparel needs, including product style, color coordination, fabric choice and garment fit. Consultants are encouraged to offer guidance to the customer at each stage of the decision-making process, making every effort to earn the customer's confidence and to create a professional relationship that will continue beyond the initial visit. Men's Wearhouse and Tux stores are generally smaller than our traditional stores and are staffed to facilitate the tuxedo rental and retail sales process.

K&G stores are designed to allow customers to select and purchase apparel by themselves. For example, each merchandise category is clearly marked and organized by size, and suits are specifically tagged ("Slim Fit," "Modern Fit," "Classic Fit," "Urban Fit," etc.) as a means of further assisting customers to easily select their styles and sizes. K&G employees are also available to assist customers with merchandise selection, including correct sizing.

Each of our retail apparel stores provides on-site tailoring services to facilitate timely alterations at a reasonable cost to customers. Tailored clothing purchased at a Men's Wearhouse store will be pressed and re-altered (if the alterations were performed at a Men's Wearhouse store) free of charge for the life of the garment.

Because management believes that men prefer direct and easy store access, we attempt to locate our retail apparel stores in regional strip and specialty retail shopping centers or in freestanding buildings to enable customers to park near the entrance of the store.

Our advertising strategy primarily consists of television, email, online (including social networking), mobile, direct mail, telemarketing and bridal shows. We consider our integrated efforts across these channels to be the most effective means of both attracting and reaching potential new customers, as well as reinforcing our positive attributes for our various brands with our existing customer base. Our total annual advertising expenditures for the retail segment were $99.1 million, $92.2 million and $82.0 million in 2013, 2012 and 2011, respectively.

We have a preferred relationship with David's Bridal, Inc., the nation's largest bridal retailer, and TheKnot.com with respect to our tuxedo rental operations. We also have an agreement with Vera Wang that gives us the exclusive right to "Black by Vera Wang" tuxedo products for rental and retail sale.

We also offer our "Perfect Fit" loyalty program to our Men's Wearhouse, Men's Wearhouse and Tux and Moores customers. Under the loyalty program, customers receive points for purchases. Points are equivalent to dollars spent on a one-for-one basis, excluding any sales tax dollars. Upon reaching 500 points, customers are issued a $50 rewards certificate which they may use to make purchases at Men's Wearhouse, Men's Wearhouse and Tux or Moores stores or online at www.menswearhouse.com. We believe that the loyalty program facilitates our ability to cultivate long-term relationships with our customers. All customers who register for our "Perfect Fit" loyalty program are eligible to participate and earn points for purchases. Approximately 82% of sales transactions at our Men's Wearhouse, Men's Wearhouse and Tux and Moores stores were to customers who participated in the loyalty program in fiscal 2013.

Merchandising

Our retail apparel stores offer a broad selection of exclusive and non-exclusive men's business attire, including a consistent stock of core items (such as basic suits, navy blazers and tuxedos) and a significant selection of "Big and Tall" product. Although basic styles are emphasized, each season's merchandise reflects current fit, fabric and color trends. The broad merchandise selection creates increased sales opportunities by permitting a customer to purchase substantially all of his tailored wardrobe and accessory requirements, including shoes, at our retail apparel stores. Additionally, at Men's Wearhouse stores, if the customer wants an item that is not available at the store our clothing consultants can order it through our website to fulfill the customer's purchasing needs.

Within our tailored clothing, we offer an assortment of styles from a variety of manufacturers and maintain a broad selection of fabrics, colors and sizes, including "Big and Tall" and boys. In addition, at Men's Wearhouse stores, we recently began offering our customers the ability to purchase a custom-made suit which can be produced in approximately three weeks and is unique to each customer's specifications. Based on the experience and expertise of our management, we believe that the depth of selection offered provides us with an advantage over most of our competitors.

Our inventory mix includes business, business casual, casual and formal merchandise designed to meet the demand of our customers. Our assortment includes the classic fit, comprised of pleated pants and a more generous fit, and modern fit, consisting of flat front pants, narrower lapels, side vent jackets and a more tailored but still comfortable fit. In addition, we have expanded our merchandise assortment targeted toward a younger customer in our retail stores with the addition of slim fit clothing, a fit that is much closer to the body producing a slimmer, more flattering look.

During 2013, 2012 and 2011, 56.8%, 57.1% and 57.4%, respectively, of our total retail men's net clothing product sales were attributable to tailored clothing (suits, suit separates, sport coats and slacks) and 43.2%, 42.9% and 42.6%, respectively, were attributable to non-tailored clothing (casual attire, sportswear, shoes, shirts, ties, outerwear and other clothing product sales).

We do not purchase significant quantities of merchandise overruns or close-outs. We provide recognizable quality merchandise at prices that assist the customer in identifying the value available at our retail apparel stores. We believe that the merchandise at Men's Wearhouse and Moores stores, before consideration of promotional discounts, is generally offered at attractive price points that are competitive with traditional department stores and that merchandise at K&G stores is generally up to 70% below regular retail prices charged by such stores.

Our promotional pricing strategy utilizes a variety of pricing techniques such as "buy one get one free" and "buy one get one for $100" designed to encourage multiple unit sales allowing us to offer our customers excellent value while still maintaining adequate margins and remaining competitive in the current economic environment.

Purchasing and Distribution

We purchase merchandise and tuxedo rental product from approximately 700 vendors. Management does not believe that the loss of any vendor would significantly impact us. While we have no material long-term contracts with our vendors, we believe that we have developed an excellent relationship with our vendors that is supported by consistent purchasing practices.

We purchased approximately 21% and 14% of total U.S. and Canada clothing product purchases, respectively, in fiscal 2013 through our direct sourcing program. We have no long-term merchandise supply contracts and typically transact business on a purchase order-by-purchase order basis either directly with manufacturers and fabric mills or with trading companies. We have developed long-term and reliable relationships with over half of our direct manufacturers and fabric mills, which we believe provides stability, quality and price leverage. We also work with trading companies that support our relationships with vendors for our direct sourced merchandise and contract agent offices that provide administrative functions on our behalf. In addition, the agent offices provide all quality control inspections and ensure that our operating procedures manuals are adhered to by our suppliers.

In addition, as a result of our acquisition of JA Holding, we now operate a factory located in New Bedford, Massachusetts that manufactures quality made in America tailored clothing including designer suits, tuxedos, sport coats and slacks which we sell in our Men's Wearhouse stores. We also plan to sell similar merchandise in our Moores stores, which will be produced by a third party in Canada, not JA Holding.

During 2013, approximately 90% of our direct sourced merchandise was sourced in Asia (78% from China and Indonesia) while 3% was sourced in Mexico and 7% was sourced in Europe and other regions. All of our foreign purchases are negotiated and paid for in U.S. dollars, except purchases from Italy which are negotiated and paid for in Euros. All direct sourcing vendors are expected to adhere to our compliance program. To oversee compliance, we have a direct sourcing compliance department and we also use the services of an outside audit company to conduct frequent vendor audits.

All retail apparel merchandise for Men's Wearhouse and Men's Wearhouse and Tux stores is received into our distribution center located in Houston, Texas, where it is either placed in back-stock or allocated to and picked by store for shipping. In the majority of our larger markets, we also have separate hub facilities or space within certain Men's Wearhouse stores used as redistribution facilities for their respective areas. Approximately 36% of purchased merchandise is transported to our K&G stores from our Houston distribution center; all other merchandise is direct shipped by vendors to the stores. Most purchased merchandise for our Moores stores is distributed to the stores from our distribution center in Montreal, Quebec.

Our tuxedo rental product is located in our Houston distribution center and in six additional distribution facilities located in the U.S. (five) and Canada (one). The six additional distribution facilities also receive limited quantities of retail product, primarily formalwear accessories, that is sold in our Men's Wearhouse, Men's Wearhouse and Tux and Moores stores.

All retail merchandise and new tuxedo rental product is transported from vendors to our distribution facilities via common carrier or on a dedicated fleet of long-haul vehicles operated by a third party. This dedicated fleet is also used to transport product from our Houston distribution center to the hub facilities and a fleet of leased or owned smaller vehicles is used to transport product from the hub facilities to our stores within a given geographic region.

Competition

Our primary competitors include traditional department stores, specialty men's clothing stores, online retailers, off-price retailers, manufacturer-owned and independently-owned outlet stores and their e-commerce channels and independently owned tuxedo rental stores. We believe that the principal competitive factors in the menswear market are merchandise assortment, quality, price, garment fit, merchandise presentation, store location and customer service, including on-site tailoring.

We believe that strong vendor relationships, our direct sourcing program and our buying volumes and patterns are the principal factors enabling us to obtain quality merchandise at attractive prices. We believe that our vendors rely on our predictable payment record and history of honoring promises. Certain of our competitors (principally department stores) may be larger and may have substantially greater financial, marketing and other resources than we have and therefore may have certain competitive advantages.

Corporate Apparel Segment

Overview

Our corporate apparel segment provides corporate clothing uniforms and workwear to workforces with operations conducted by Twin Hill in the U.S. and by our UK holding company operating under the Dimensions, Alexandra and Yaffy brands primarily in the UK. We offer our corporate apparel clothing products through multiple channels including managed corporate accounts, catalogs and the internet at www.dimensions.co.uk and www.alexandra.co.uk. We offer a wide variety of customer branded apparel such as shirts, blouses, trousers, skirts and suits as well as a wide range of other products from aprons to safety vests to high visibility police outerwear. With respect to our managed contracts, we generally provide complete management of our customers' corporate clothing programs from design, fabric buying and manufacture to measuring, product roll-outs and ongoing stock replacement and replenishment. The corporate apparel segment accounted for approximately 10.0%, 9.6% and 10.2% of our total net sales in fiscal 2013, 2012 and 2011, respectively.

Customer Service and Marketing

Our customer base includes companies and organizations in the retail grocery, retail, banking, distribution, travel and leisure, postal, security, healthcare and public sectors. Sectors which tend to be strong users of third party corporate wear providers are retail, finance, utilities, hospitality and leisure. Sector characteristics tend to impact the corporate wear requirements of our individual customers. For example, retail customers typically have high staff turnover levels resulting in large replenishment volumes and significant seasonal demand, while banking customers generally have lower turnover and replenishment requirements but refresh or rebrand uniforms more frequently. The public service sector has historically consisted of fragmented regional authorities although there seems to be a move in the UK toward more consolidated sourcing units.

Our managed contract customers are generally organizations with larger numbers of uniform wearing employees or those that use uniforms as a form of brand identity. We have long established relationships with many of the UK's top employers and we currently maintain over 25 managed accounts with an average account size greater than 15,000 wearers. Our typical catalog customers are small to medium sized organizations with a relatively smaller number of employees or organizations where brand differentiation is not imperative.

Under our managed contracts, we take responsibility for dressing our customers' employees and are the exclusive supplier of corporate wear to many of our customers. Because of the nature of the managed contract model, we ensure that we are fully involved in all of our customers' uniform requirements, from daily replenishment requirements to longer term rebranding plans and wider corporate wear strategy. As a result, our relationship and level of interaction with our customers is generally far deeper and more embedded than conventional customer-supplier relationships.

Managed contracts are generally awarded through a request for proposal or tender process for multi-year contracts. Our teams continually monitor market opportunities to obtain access to such contracts. Regular contact with corporate wear buyers is supplemented with mail campaigns, attendance at trade fairs and trade magazine advertisements. Generally, we provide each managed contract customer with a specific account manager who often works two or three days a week on-site at our larger customers' offices. In addition to maintaining customer requirements, the account manager is also responsible for suggesting and implementing ways of improving the customer's corporate wear process.

During fiscal 2013, no one customer accounted for 10% or more of our total corporate apparel net sales. Management does not believe that the loss of any customer would significantly impact us.

Our catalogs are distributed via mail and, in the U.S., by sales representatives. The catalogs offer a full range of our products and offer further branding or embellishment of any product ordered. Catalog orders can be placed via phone, mail, fax or direct contact with our sales representatives. Our UK e-commerce platforms also allow online ordering via our websites and provide 24-hour functionality, with a full list of our products and their details. In addition, we regularly develop dedicated websites for our corporate clients for use by their employees in ordering their company specific corporate wear.

Merchandising

In our corporate apparel operations, we work with our customers, who are generally businesses and organizations in both the public and private sector, to create custom apparel programs designed to support and enhance their respective brands. Our comprehensive apparel collections, including basic apparel categories such as shirts, blouses, trousers, skirts and suits as well as a wide range of other products from aprons to safety vests to high visibility police outerwear, feature designs with sizes and fits that meet the performance needs of our customers' employees and utilize the latest technology in long-wearing fabrications. Career wear, casual wear and workwear make up an increasingly significant portion of the product mix as service industry customers continue to grow.

Under our managed contracts, our customers receive a full range of services including design, fabric buying and manufacturing, measuring and sizing, employee database management and replenishment forecasting, supply chain management and distribution and logistics of finished products. Customers work with our in-house design and technical teams to design and develop uniforms or other corporate wear that creates strong brand identity. We utilize our management information and garment tracking system which highlights trends, identifies issues and provides benchmark data for the customer at all levels from individual wearer to enterprise-wide. This system also allows us to identify potential cost savings and develop solutions on behalf of our customers and to respond quickly to trends or other changing needs.

With respect to our UK catalog and internet operations, customers can design an off-the-rack program that provides custom alterations and embroidery on any of our standard, ready-to-wear clothing. We work with such customers to create a distinctive, branded program that may include the addition of a company logo or other custom trim.

Purchasing and Distribution

Most corporate apparel garment production is outsourced to third-party manufacturers and fabric mills through our direct sourcing programs. We have developed long-term relationships with most of our direct manufacturers and fabric mills, which we believe provides stability, quality and reliability. We do not have any material long-term contracts with our vendors and we do not believe that the loss of any vendor would significantly impact us. We also work with trading companies that support our relationships with our direct source vendors and with contract agent offices that provide administrative functions on our behalf. In addition, the agent offices assist with quality control inspections and ensure that our operating procedures manuals are adhered to by our suppliers.

During 2013, approximately 59% of our corporate wear product purchases was sourced in Asia (primarily Bangladesh, China, Sri Lanka, Pakistan and Indonesia) while approximately 41% was sourced from Europe and other regions. Our foreign purchases from Asia are negotiated and paid for in U.S. dollars, while our purchases from Europe and other regions are negotiated and paid for in pounds Sterling or Euros.

All corporate apparel merchandise is received into our distribution facilities located in Houston, Texas for U.S. operations and Long Eaton for the UK operations. Customer orders are dispatched to the customer or individual wearers employed by the customer via common carrier or pursuant to other arrangements specified by the customer.

Competition

Dimensions and Alexandra are among the largest companies in the UK corporate wear market with much of the competition consisting of smaller companies that focus more on catalog business. The U.S. corporate wear market is more fragmented with several U.S. competitors being larger and having more resources than Twin Hill. We believe that the competitive factors in the corporate wear market are merchandise assortment, quality, price, customer service and delivery capabilities. We believe that our proven capability in the provision of corporate apparel programs to businesses and organizations of all sizes alongside our catalog and internet operations position us well with our existing customers and should enable us to continue to gain new catalog accounts and managed contracts.

Expansion Strategy

Our expansion strategy includes:

- opening more retail segment stores in new and existing markets,
- expanding our exclusive brand portfolio,
- continuing to diversify our merchandise mix,
- expanding our tuxedo rental business,
- integrating digital technologies and
- identifying potential acquisition opportunities.

We believe that we can increase the number of traditional Men's Wearhouse stores in the U.S. from 661 at the end of fiscal 2013 to approximately 750 over the next several years, with 32 to 36 new stores planned for fiscal 2014. We also believe that we can increase the number of Moores stores in Canada from the current 121 to approximately 125 over the next few years, with three new stores planned for fiscal 2014. Store expansion will be in new and existing markets including single store markets and smaller stores in central business districts. We believe these additional stores will put us in closer proximity to a larger portion of our target customer base and will generate opportunities for incremental sales of our quality merchandise selection and tuxedo rentals.

By expanding our exclusive brand portfolio, we believe we will be able to expand our product margins and increase profitability. We continue to evaluate acquisition of brands and trademarks, as well as the development of brands in-house. In 2012, we named Joseph Abboud our Chief Creative Director to create exclusive brands and products for our customers. In addition, during fiscal 2013, we acquired JA Holding, the parent company of the American clothing brand Joseph Abboud® and a U.S. tailored clothing factory. We believe this transaction will accelerate our strategy of offering exclusive brands with broad appeal at attractive prices.

We believe that additional growth opportunities also exist through continuing the diversification of our merchandise mix. As a result of recent trends in men's apparel that favor trimmer fitting product, we are increasing our offerings in slim fit. We will continue to feature these products in our stores and our marketing channels to target the younger customer as well as the other demographics that will be influenced by this trend.

We plan to continue to pursue growth in our tuxedo rental business through the use of our tuxedo rental website and two mobile phone applications for tuxedo rentals. We carry an exclusive "Black by Vera Wang" tuxedo that continues to have a positive influence on our rentals and we plan to introduce a Joseph Abboud® tuxedo. We believe that our tuxedo marketing initiatives including our David's Bridal and TheKnot.com relationships, rental offerings, online website enhancements and continued emphasis on customer service will enable us to continue to grow our tuxedo rentals in fiscal 2014.

Our future growth plans also include the integration of digital technologies to provide a sales experience that combines the advantages of our physical store with an information rich online shopping experience through our website and mobile applications. We plan to continue to make investments in technologies, business processes and personnel intended to deepen our customer relationships and increase our share of their closet. In late 2013, we also began offering international shipping to over 100 countries.

We also plan to evaluate potential opportunities for growth through acquisitions or other strategic investments.

In March 2013, we announced that we engaged Jefferies & Co. to assist us in evaluating strategic alternatives for our K&G operations. We believe that our core strengths lie primarily in our service culture and specialty men's apparel retailing, and that we will be better able to focus our efforts on these core operations by taking this action.

On March 11, 2014, we entered into an Agreement and Plan of Merger with Jos. A. Bank Clothiers, Inc. ("Jos. A. Bank") pursuant to which we will acquire all of the issued and outstanding shares of common stock of Jos. A. Bank for $65.00 per share in cash, or total consideration of approximately $1.8 billion. Pursuant to the merger agreement, we amended our existing tender offer (as so amended, the "Offer") to acquire all of the issued and outstanding shares of common stock of Jos. A. Bank and, following the consummation of the Offer, and subject to the satisfaction or waiver of the conditions set forth in the merger agreement, Java Corp., our wholly owned subsidiary, will merge with and into Jos. A. Bank and Jos. A. Bank will survive as our wholly owned subsidiary. We believe that Jos. A. Bank's business model in conjunction with the Men's Wearhouse business model will create the opportunity for significant synergies. The transaction, which is expected to close by the third quarter of 2014, is subject to satisfaction of customary closing conditions, including, among others, there being validly tendered and not validly withdrawn prior to the expiration of the Offer that number of shares (excluding shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee) which, when added to the shares we already own, represents at least a majority of the total number of outstanding shares on a fully diluted basis, and expiration or termination of the applicable waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act").

Seasonality

Our sales and net earnings are subject to seasonal fluctuations. In most years, a greater portion of our net retail clothing sales have been generated during the fourth quarter of each year when holiday season shopping peaks. On the other hand, our tuxedo rental revenues are heavily concentrated in the second and third quarters while the fourth quarter is considered the seasonal low point. With respect to corporate apparel sales and operating results, seasonal fluctuations are not significant but customer decisions to rebrand or revise their corporate wear programs can cause significant variations in period results. Because of these fluctuations in our sales, results for any quarter are not necessarily indicative of the results that may be achieved for the full year (see Note 17 of Notes to Consolidated Financial Statements).

Trademarks and Servicemarks

We are the owner in the U.S. and selected other countries of the trademarks and service marks THE MEN'S WEARHOUSE®, and MW MEN'S WEARHOUSE and design®, and MEN'S WEARHOUSE® and of federal registrations therefor. Our rights in the MEN'S WEARHOUSE marks and its variations are a significant part of our business, as the marks have become well known through our use of the marks in connection with our retail and formalwear rental services and products (both in store and online) and our advertising campaigns. Accordingly, we intend to maintain our marks and the related registrations.

We are the owner of various marks and trademark registrations in the U.S., Canada and the UK under which our stores and corporate apparel business operate or which are used to label the products we sell or rent, including various Joseph Abboud® labels. We intend to maintain our marks and the related registrations.

We have entered into license agreements with a limited number of parties under which we are entitled to use designer labels in return for, among other things, royalties paid to the licensor based on the costs of the relevant product. These license agreements generally limit the use of the individual label to products of a specific nature (such as men's suits, men's formalwear or men's shirts). The labels licensed under these agreements will continue to be used in connection with a portion of the purchases under the direct sourcing program described above, as well as purchases from other vendors. We monitor the performance of these licensed labels compared to their cost and may elect to selectively terminate any license, as provided in the particular agreement.

Employees

At February 1, 2014, we had approximately 18,200 employees, consisting of approximately 15,700 in the U.S. and 2,500 in foreign countries, of which approximately 13,300 were full-time employees. Seasonality affects the number of part-time employees as well as the number of hours worked by full-time and part-time personnel.

At February 1, 2014, approximately 450 of our employees at JA Holding belong to Unite Here, a New England based labor union. The current union contract expires in April 2016.

Available Information

Our website address is www.menswearhouse.com. Through the investor relations section of our website, we provide free access to our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (the "SEC"). In addition, copies of the Company's annual reports will be made available, free of charge, upon written request. The public may read and copy any materials we file with or furnish to the SEC at the SEC's Public Reference Room at 100 F Street NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website that contains the Company's filings and other information regarding issuers who file electronically with the SEC at www.sec.gov.

ITEM 1A. RISK FACTORS

We wish to caution you that there are risks and uncertainties that could affect our business. These risks and uncertainties include, but are not limited to, the risks described below and elsewhere in this report, particularly found in "Forward-Looking and Cautionary Statements." The following is not intended to be a complete discussion of all potential risks or uncertainties, as it is not possible to predict or identify all risk factors.

Our business is particularly sensitive to economic conditions and consumer confidence.

While economic conditions have improved in recent quarters, the U.S., UK and global economic conditions remain volatile as high unemployment levels and overall economic conditions could negatively impact consumer confidence and the level of consumer discretionary spending. The continuation and/or recurrence of these market conditions could intensify the adverse effect of such conditions on our revenues and operating results.

We believe that these market conditions affect us more than other retailers because discretionary spending for items like men's tailored apparel tends to slow sooner and to recover later than that for other retail purchases. Accordingly, sales of our products may be adversely affected by a worsening of economic conditions, increases in consumer debt levels, uncertainties regarding future economic prospects or a decline in consumer confidence. During an actual or perceived economic downturn, fewer customers may shop with us and those who do shop may limit the amounts of their purchases. As a result, we could be required to take significant markdowns and/or increase our marketing and promotional expenses in response to the lower than anticipated levels of demand for our products. In addition, promotional and/or prolonged periods of deep discount pricing by our competitors could have a material adverse effect on our business. Also, as a result of adverse economic conditions, customers may delay or postpone indefinitely roll-outs of new corporate wear programs, which could have a material adverse effect on our corporate apparel segment.

Our ability to continue to expand our core Men's Wearhouse stores may be limited.

A large part of our growth has resulted from the addition of new Men's Wearhouse stores and the increased sales volume and profitability provided by these stores. We will continue to depend on adding new stores to increase our sales volume and profitability. As of February 1, 2014, we operate 661 Men's Wearhouse stores. However, we believe that our ability to increase the number of Men's Wearhouse stores in the U.S. beyond approximately 750 may be limited. Therefore, we may not be able to achieve the same rate of growth as we have historically.

Certain of our expansion strategies may present greater risks.

We are continuously assessing opportunities to expand store concepts, such as outlet stores, and complementary products and services related to our traditional business, such as corporate apparel and uniform sales. We may expend both capital and personnel resources on such business opportunities which may or may not be successful. Additionally, any new concept is subject to certain risks, including customer acceptance, competition, product differentiation and the ability to obtain suitable sites for such concepts. There can be no assurance that we will be able to develop and grow new concepts to a point where they will become profitable or generate positive cash flow.

Any acquisitions that we undertake could be difficult to integrate, disrupt our business, dilute shareholder value and harm our operating results.

In the event we complete one or more acquisitions, we may be subject to a variety of risks, including risks associated with an ability to integrate acquired assets or operations into our existing operations, diversion of management's attention from operational matters, higher costs or unexpected difficulties or problems with acquired assets or entities, outdated or incompatible technologies, labor difficulties or an inability to realize anticipated synergies and efficiencies, whether within anticipated time frames or at all. If one or more of these risks are realized, it could have an adverse impact on our operating results.

Our business is seasonal.

In most years, a greater portion of our net retail clothing sales have been generated during the fourth quarter of each year when holiday season shopping peaks. In addition, our tuxedo rental revenues are heavily concentrated in the second and third quarters while the fourth quarter is considered the seasonal low point. Any factors negatively affecting us during these peak quarters, including inclement weather or unfavorable economic conditions, could have a significant adverse effect on our revenues and operating results. With respect to our corporate apparel sales, seasonal fluctuations are not significant but customer decisions to rebrand, revise or delay their corporate wear programs can cause significant variations in quarterly results. Because of the seasonality of our sales, results for any quarter are not necessarily indicative of the results that may be achieved for the full year.

The loss of, or disruption in, our Houston distribution center could result in delays in the delivery of merchandise to our stores.

All retail apparel merchandise for Men's Wearhouse stores and a portion of the merchandise for K&G stores is received into our Houston distribution center, where the inventory is then processed, sorted and either placed in back-stock or shipped to our stores. We depend in large part on the orderly operation of this receiving and distribution process, which depends, in turn, on adherence to shipping schedules and effective management of the distribution center. Events, such as disruptions in operations due to fire or other catastrophic events, employee matters or shipping problems, may result in delays in the delivery of merchandise to our stores. For example, given our proximity to the Texas gulf coast, it is possible that a hurricane or tropical storm could cause damage to the distribution center, result in extended power outages or flood roadways into and around the distribution center, any of which would disrupt or delay deliveries to the distribution center and to our stores.

Although we maintain business interruption and property insurance, we cannot assure that our insurance will be sufficient, or that insurance proceeds will be paid timely to us, in the event our Houston distribution center is shut down for any reason or if we incur higher costs and longer lead times in connection with a disruption at our distribution center.

Comparable sales may continue to fluctuate on a regular basis.

Our comparable sales have fluctuated significantly in the past on both an annual and quarterly basis and are expected to continue to fluctuate in the future. We believe that a variety of factors affect comparable sales results including, but not limited to, changes in economic conditions and consumer spending patterns, weather conditions, the timing of certain holiday seasons, the number and timing of new store openings, the timing and level of promotional pricing or markdowns, store closing and remodels, changes in our merchandise mix or other competitive factors. Comparable sales fluctuations may impact our ability to leverage our fixed direct expenses, including store rent and store asset depreciation, which may adversely affect our financial condition or results of operations.

We may be negatively impacted by competition and pricing pressures from other companies who compete with us.

Both the men's retail and the corporate apparel industries are highly competitive with numerous participants. We compete with traditional department stores, specialty men's clothing stores, online retailers, off-price retailers, manufacturer-owned and independently-owned outlet stores and their e-commerce channels, independently owned tuxedo rental stores and other corporate apparel providers. We face a variety of competitive challenges including anticipating and responding to changing consumer demands, maintaining favorable brand recognition, effectively marketing to consumers in diverse demographic markets, and countering the aggressive promotional or other pricing activities of many of our competitors. We may not be able to compete successfully in the future without negatively impacting our operating results and business.

Our stock price has been and may continue to be volatile due to many factors.

The market price of our common stock has fluctuated in the past and may change rapidly in the future depending on news announcements and changes in general market conditions. The following factors, among others, may cause significant fluctuations in our stock price:

- actual or forward-looking quarterly or annual results of operations,
- comparable sales announcements,
- potential or completed acquisitions and divestitures,
- competitive developments,
- litigation affecting the Company, or
- market views as to the prospects of the economy or the retail industry generally.

Our success significantly depends on our key personnel and our ability to attract and retain key personnel.

Our success depends upon the personal efforts and abilities of our senior management team and other key personnel. Although we believe we have a strong management team with relevant industry expertise, the extended loss of the services of key personnel could have a material adverse effect on the securities markets' view of our prospects and materially harm our business.

Also, our continued success and the achievement of our expansion goals are dependent upon our ability to attract and retain additional qualified employees as we expand.

Fluctuations in exchange rates may cause us to experience currency exchange losses.

Moores conducts most of its business in Canadian dollars ("CAD"). The exchange rate between CAD and U.S. dollars has fluctuated historically. If the value of the CAD 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. Moores utilizes foreign currency hedging contracts to limit exposure to changes in U.S. dollar/CAD exchange rates.

Dimensions and Alexandra, our UK-based operations, sell their products and conduct their business primarily in pounds Sterling ("GBP") but purchase most of their merchandise in transactions paid in U.S. dollars. The exchange rate between the GBP and U.S. dollars has fluctuated historically. A decline in the value of the GBP as compared to the U.S. dollar will adversely impact our UK operating results as the cost of merchandise purchases will increase, particularly in relation to longer term customer contracts that have little or no pricing adjustment provisions, and the revenues and earnings of our UK operations will be reduced when they are translated to U.S. dollars. Also, the value of our UK net assets in U.S. dollars may decline. Dimensions and Alexandra utilize foreign currency hedging contracts as well as price renegotiations to limit exposure to some of this risk.

We are subject to import risks, including potential disruptions in supply, changes in duties, tariffs, quotas and voluntary export restrictions on imported merchandise, strikes and other events affecting delivery; and economic, political or other problems in countries from or through which merchandise is imported.

Many of the products sold in our stores and our corporate apparel operations are sourced from various foreign countries. Political or financial instability, terrorism, trade restrictions, tariffs, currency exchange rates, transport capacity limitations, disruptions, costs, strikes and other work stoppages and other factors relating to international trade are beyond our control and could affect the availability and the price of our inventory.

We require our vendors to operate in compliance with applicable laws and regulations and our internal policy requirements. However, we do not control our vendors or their labor and business practices. The violation of labor or other laws by one of our vendors or the divergence of a vendor's labor practices from those generally accepted by us as ethical could interrupt or otherwise disrupt the shipment of finished merchandise, damage our reputation or otherwise have a material adverse effect on our business.

A labor union dispute could cause interruptions at our U.S. tailored clothing factory.

Our U.S. tailored clothing factory manufactures a portion of the clothing offered for sale by our stores. Approximately 450 of our employees at the factory are members of Unite Here, a New England based labor union. We could experience shortages in product to sell in our stores if the factory fails to meet its production goals due to labor disputes.

Any significant interruption in fabric supply could cause interruptions at our U.S. tailored clothing factory.

The principal raw material used by our U.S. tailored clothing factory is fabric. Most of the factory's supply arrangements are seasonal. The factory does not have any long-term agreements in place with its fabric suppliers; therefore, no assurances can be given that any of such suppliers will continue to do business with us in the future. If a particular mill were to experience a delay due to fire or natural disaster and become unable to meet the factory's supply needs, it could take a period of up to several months for us to arrange for and receive an alternate supply of such fabric. In addition, import and export delays caused, for example, by an extended strike at the port of entry, could prevent the factory from receiving fabric shipped by its suppliers. Therefore, there could be a negative effect on the ability of the factory to meet its production goals if there is an unexpected loss of a supplier of fabric or a long interruption in shipments from any fabric supplier.

Our business is global in scope and can be impacted by factors beyond our control.

As a result of our international operations, we face the possibility of greater losses from a number of risks inherent in doing business in international markets and from a number of factors which are beyond our control. Such factors that could harm our results of operations and financial condition include, among other things:

- political instability or acts of terrorism, which disrupt trade with the countries where we operate or in which our contractors, suppliers or customers are located;
- recessions in foreign economies;
- challenges in managing our foreign operations;
- increased difficulty in protecting our intellectual property rights in foreign jurisdictions; and
- restrictions on the transfer of funds between the U.S. and foreign jurisdictions.

Our business could be adversely affected by increased costs of the raw materials and other resources that are important to our business.

The raw materials used to manufacture our products are subject to availability constraints and price volatility caused by high demand for fabrics, weather conditions, supply conditions, government regulations, economic climate and other unpredictable factors. In addition, our transportation and labor costs are subject to price volatility caused by the price of oil, supply of labor, governmental regulations, economic climate and other unpredictable factors. Increases in demand for, or the price of, raw materials, distribution services and labor, including federal and state minimum wage rates, could have a material adverse effect on our business, financial condition and results of operations.

The increase in the costs of wool and other raw materials significant to the manufacturer of apparel and the other costs of manufacturing could materially affect our results of operations to the extent they cannot be mitigated through price increases and relocation to lower cost sources of supply or other cost reductions. These increased costs could particularly impact our managed contract corporate wear business which tends to have more long term contractually committed customer sales arrangements with limited price flexibility.

Our business is subject to numerous, varied and changing laws, rules and regulations, the interpretation of which can be uncertain and which may lead to litigation or administrative proceedings.

Our business is subject to rules issued by the payment card industry (PCI), and laws, rules and regulations promulgated by national, state and provincial authorities, including laws, rules and regulations relating to privacy, use of consumer information, credit cards and advertising. In addition, we have over 18,000 employees located in 50 states and in multiple foreign countries and, as a result, we are subject to numerous and varying laws, rules and regulations related to employment. All of these laws, rules and regulations and the interpretation thereof are subject to change and often application thereof may be unclear. As a result, from time to time, we are subject to inquiries, investigations, and/or litigation, including class action lawsuits, and administrative actions related to compliance with these laws, rules and regulations.

If we are unable to operate information systems and implement new technologies effectively, our business could be disrupted or our sales or profitability could be reduced.

The efficient operation of our business is dependent on our information systems, including our ability to operate them effectively and successfully to implement new technologies, systems, controls and adequate disaster recovery systems. We also maintain multiple internet websites in the U.S. and a number of other countries. In addition, we must protect the confidentiality of our and our customers' data. The failure of our information systems to perform as designed or our failure to implement and operate them effectively could disrupt our business or subject us to liability and thereby harm our profitability.

We could be subject to losses if we fail to address emerging security threats or detect and prevent privacy and security incidents.

As part of our normal operations, we maintain and transmit confidential information about our customers as well as proprietary information relating to our business operations. Our systems or our third-party service providers' systems may be vulnerable to privacy and security incidents including attacks by unauthorized users, corruption by computer viruses or other malicious software code, emerging cybersecurity risks, inadvertent or intentional release of confidential or proprietary information, or other similar events. The occurrence of any security breach involving the misappropriation, loss or other unauthorized disclosure of information about us or our customers, whether by us or by one of our third-party service providers, could, among other things:

- cause damage to our reputation,
- allow competitors access to our proprietary business information,
- subject us to liability for a failure to safeguard customer data,
- subject us to regulatory action or litigation,
- impact our ability to process credit card transactions, and
- require significant capital and operating expenditures to investigate and remediate the breach.

We may not be able to obtain insurance coverage in the future at current rates.

Our current insurance program is consistent with both our past level of coverage and our risk management policies. While we believe we will be able to obtain liability insurance in the future, because of increased selectivity by insurance providers we may only be able to obtain such insurance at increased rates and/or with reduced coverage levels which could impact our results of operations.

Compliance with changing regulations and standards for accounting, corporate governance, tax and employment laws could result in increased administrative expenses and could adversely impact our business, results of operations and reported financial results.

Our policies, procedures and internal controls are designed to help us comply with all applicable laws, accounting and reporting requirements, regulations and tax requirements, including those imposed by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the SEC and the New York Stock Exchange, as well as applicable employment laws and the health care reform legislation. Shareholder activism, the current political environment, financial reform legislation and the current high level of government intervention and regulatory reform has led, and may continue to lead, to substantial new regulations and disclosure obligations. Any changes in regulations, the imposition of additional regulations or the enactment of any new legislation that affects employment and labor, trade, product safety, transportation and logistics, health care, tax, privacy, or environmental issues, among other things, may increase the complexity of the regulatory environment in which we operate and the related cost of compliance. Failure to comply with the various laws and regulations, as well as changes in laws and regulations, could have an adverse impact on our reputation, financial condition or results of operations.

Changes in accounting standards and estimates could materially impact our results of operations.

Generally accepted accounting principles and the related authoritative guidance for many aspects of our business, including revenue recognition, inventories, goodwill and intangible assets, leases, income taxes and are complex and involve subjective judgments. Changes in these rules or changes in the underlying estimates, assumptions or judgments by our management could have a material adverse effect on our reported results of operations. For example, proposed authoritative guidance for lease accounting, once finalized and enacted, may have a material adverse effect on our results of operations and financial position.

We may recognize impairment on long-lived assets, goodwill and intangible assets.

Periodically, we review our long-lived assets for impairment whenever economic events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. We also review our goodwill and intangible assets for indicators of impairment. Significant negative industry or general economic trends, disruptions to our business and unexpected significant changes or planned changes in our use of the assets may result in impairments to goodwill, intangible assets and other long-lived assets.

Our failure to protect our reputation could have a material adverse effect on our brands.

Our ability to maintain our reputation is critical to our brands. Our reputation could be jeopardized if we fail to maintain high standards for merchandise quality and integrity and customer service. Any negative publicity about these types of concerns may reduce demand for our merchandise. Failure to comply with ethical, social, product, labor, health and safety or environmental standards could also jeopardize our reputation and potentially lead to various adverse consumer actions, including boycotts. Public perception about our products or our stores, whether justified or not, could impair our reputation, involve us in litigation, damage our brand and have a material adverse effect on our business. Failure to comply with local laws and regulations, to maintain an effective system of internal controls or to provide accurate and timely financial statement information could also hurt our reputation. Damage to our reputation or loss of consumer confidence for any of these or other reasons could have a material adverse effect on our results of operations and financial condition, as well as require additional resources to rebuild our reputation.

Rights of our shareholders may be negatively affected if we issue any of the shares of preferred stock which our Board of Directors has authorized for issuance.

We have available for issuance 2,000,000 shares of preferred stock, par value $.01 per share. Our Board of Directors is authorized to issue any or all of this preferred stock, in one or more series, without any further action on the part of shareholders. The rights of our shareholders may be negatively affected if we issue a series of preferred stock in the future that has preference over our common stock with respect to the payment of dividends or distribution upon our liquidation, dissolution or winding up. See Note 10 of Notes to Consolidated Financial Statements for more information.

Provisions of our charter documents and our shareholder rights plan could make it more difficult for a third party to acquire us.

Our bylaws contain provisions that could make it harder for a third party to acquire us without the consent of our Board of Directors. Our Board of Directors has also adopted a shareholder rights plan, or "poison pill," which would significantly dilute the ownership of a hostile acquirer. These circumstances may have the effect of lengthening the time required for a person to acquire control of us through a proxy contest or the election of a majority of our Board of Directors, may deter efforts to obtain control of us and may make it more difficult for a third party to acquire us without negotiation.

We may not be able to successfully or timely complete the pending acquisition of Jos. A. Bank and such failure could adversely impact our business and the market price of our common stock.

Risks and uncertainties related to the proposed transaction include, among others: (1) the occurrence of any event, change or other circumstances that could give rise to the termination of the agreement to acquire Jos. A. Bank, (2) the failure to consummate the acquisition of Jos. A. Bank for reasons including that the conditions to our offer to purchase all outstanding shares of Jos. A. Bank's common stock, including the condition that a minimum number of shares be tendered and not withdrawn, are not satisfied or waived by us, (3) the risk that regulatory or other approvals required for the transaction are not obtained and (4) litigation may be filed which could prevent or delay the transaction.

The completion of the pending Jos. A. Bank transaction is subject to the satisfaction of certain conditions set forth in the Agreement and Plan of Merger, dated March 11, 2014, including the expiration or termination of applicable waiting periods (and any extensions thereof) under the HSR Act, there being no material adverse effect on Jos. A. Bank prior to the closing of the transaction and other customary conditions. We will be unable to complete the pending acquisition of Jos. A. Bank until each of the conditions to closing is either satisfied or waived.

In deciding whether to not object to the acquisition, regulatory entities may impose certain requirements or obligations as conditions in connection with their review. We can provide no assurance that we will obtain the necessary approvals or that any required conditions will not have a material adverse effect on our operations or otherwise affect us following the completion of the Jos. A. Bank transaction. In addition, we can provide no assurance that any such conditions that are imposed would not result in the termination of the Jos. A. Bank transaction. In the event that the transaction is not completed, depending on the reasons for not completing the transaction, we could be required to pay Jos. A. Bank a termination fee of $75.0 million.

We have incurred significant costs, expenses and fees for professional services and other transaction costs in connection with the proposed transaction, as well as the diversion of management resources, for which we will have received little or no benefit if the closing of the transaction does not occur.

For these and other reasons, our failure to complete the Jos. A. Bank transaction could adversely our business, operating results or financial condition, and could negatively affect the trading price of our equity and debt securities.

If we complete the pending acquisition of Jos. A. Bank, we may not realize the anticipated benefits of the transaction which could adversely impact our business and our operating results.

If the Jos. A. Bank transaction is completed, we can provide no assurance that (1) the anticipated benefits of the transaction, including cost savings and synergies, will be fully realized in the time frame anticipated or at all, (2) the costs or difficulties related to the integration of Jos. A. Bank's business and operations into ours will not be greater than expected, (3) that unanticipated costs, charges and expenses will not result from the transaction, (4) litigation relating to the transaction will not be filed, (5) that we will be able to retain key personnel and (6) the transaction will not cause disruption to our business and operations and our relationships with customers, employees and other third parties. If one or more of these risks are realized, it could have an adverse impact on our operating results.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

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ITEM 2. PROPERTIES

As of February 1, 2014, we operated 1,003 retail apparel and tuxedo rental stores in 50 states and the District of Columbia and 121 retail apparel stores in ten Canadian provinces. The following tables set forth the location, by state or province, of these stores:

United States	Men's Wearhouse	Men's Wearhouse and Tux	K&G	Total
California	84	16	1	101
Florida	46	22	5	73
Texas	59	1	11	71
Illinois	30	20	7	57
New York	38	9	4	51
Michigan	22	16	8	46
Pennsylvania	27	13	3	43
Ohio	23	10	5	38
Virginia	20	14	3	37
Maryland	17	11	7	35
Massachusetts	19	12	3	34
Georgia	19	9	6	34
North Carolina	17	11	4	32
New Jersey	16	10	5	31
Tennessee	14	6	2	22
Minnesota	12	7	2	21
Louisiana	8	8	3	19
Indiana	10	6	2	18
Missouri	11	6	1	18
Wisconsin	11	6	1	18
Colorado	14	1	3	18
Arizona	15	2		17
Connecticut	11	4	2	17
Washington	14	1	2	17
South Carolina	9	7	1	17
Alabama	8	5	1	14
Oregon	11			11
Kentucky	5	4		9
Iowa	8	1		9
Kansas	6	2	1	9
Utah	8			8
Nevada	6	1		7
New Hampshire	5	1		6
Oklahoma	5		1	6
Mississippi	4	1		5
Nebraska	3	1		4
New Mexico	4			4
Rhode Island	1	3		4
Arkansas	4			4
Delaware	3			3
South Dakota	2	1		3
Idaho	2			2
North Dakota	2			2
Alaska	1			1
Hawaii	1			1
Maine	1			1
Montana	1			1
Vermont	1			1
West Virginia	1			1
Wyoming	1			1
District of Columbia	1			1
Total	661	248	94	1,003

Canada	Moores
Ontario	51
Quebec	24
British Columbia	16
Alberta	14
Manitoba	5
Nova Scotia	4
New Brunswick	3
Saskatchewan	2
Newfoundland	1
Prince Edward Island	1
Total	121

We lease our stores on terms generally from five to ten years with renewal options at higher fixed rates in most cases. Leases typically provide for percentage rent over sales break points. Additionally, most leases provide for a base rent as well as "triple net charges", including but not limited to common area maintenance expenses, property taxes, utilities, center promotions and insurance. In certain markets, we own or lease between 3,000 and 33,100 additional square feet as a part of a Men's Wearhouse store or in a separate hub warehouse unit to be utilized as a redistribution facility in that geographic area.

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We own or lease properties in various parts of the U.S. and Canada to facilitate the distribution of retail and rental product to our stores. We also own or lease properties in Houston, Texas and various parts of the UK to facilitate the distribution of our corporate apparel product. In addition, we have primary office locations in Houston, Texas and Fremont, California with additional satellite offices in other parts of the U.S., Canada and Europe. The following is a listing of all owned and leased non-store facilities as of February 1, 2014:

				Square Footage Used For		
Business Segment	**Location**	**Total Sq. Ft.**	**Owned/Leased**	**Warehouse/ Distribution/ Factory**	**Office Space**	**Total Use**
Retail	Houston, TX	1,100,000	Own	1,070,100	29,900	1,100,000
	Houston, TX	241,500	Own	226,000	15,500	241,500
	Houston, TX(1)	22,000	Own	18,000	4,000	22,000
	Norcross, GA	89,300	Lease	68,700	20,600	89,300
	Addison, IL	71,000	Lease	65,000	6,000	71,000
	Pittston, PA	419,600	Lease	411,200	8,400	419,600
	Richmond, VA	54,900	Own	53,500	1,400	54,900
	Bakersfield, CA	222,400	Lease	211,700	10,700	222,400
	New Bedford, MA	525,500	Lease	477,100	—	477,100
	Various locations(2)	370,900	Own/Lease	305,200	24,700	329,900
	Atlanta, GA(3)	100,000	Lease	23,000	35,000	58,000
	Toronto, Ontario	36,700	Lease	19,800	16,900	36,700
	Cambridge, Ontario	214,600	Own	207,800	6,800	214,600
	Montreal, Quebec	173,000	Own	167,300	5,700	173,000
	Vancouver, BC	2,100	Lease	—	2,100	2,100
Corporate apparel	Houston, TX	146,500	Own	136,200	10,300	146,500
	Long Eaton, UK	362,200	Lease	357,200	5,000	362,200
	Castle Donington, UK	19,400	Lease	—	19,400	19,400
	Various locations, UK	45,000	Lease	18,000	27,000	45,000
Retail and corporate apparel	Houston, TX	206,400	Lease	—	206,400	206,400
	Houston, TX	25,000	Own	—	25,000	25,000
	New York, NY	13,900	Lease	—	13,900	13,900
	Fremont, CA	116,800	Own	—	107,900	107,900
		4,578,700		**3,835,800**	**602,600**	**4,438,400**

(1) This facility houses the laundry and dry cleaning plant for our retail laundry, dry cleaning and heirlooming services.

(2) Various locations consist primarily of hub warehouse and factory facilities located throughout the U.S. Owned warehouse facilities comprise 79,700 square feet of the total square footage.

(3) Total square footage includes 42,000 square feet used for a retail store.

ITEM 3. LEGAL PROCEEDINGS

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

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the New York Stock Exchange under the symbol "MW". The following table sets forth, on a per share basis for the periods indicated, the high and low sale prices per share for our common stock as reported by the New York Stock Exchange and the quarterly dividends declared on each share of common stock:

	High	Low	Dividend
Fiscal Year 2013			
First quarter	$ 35.30	$ 27.48	$ 0.18
Second quarter	41.02	33.58	0.18
Third quarter	47.29	32.46	0.18
Fourth quarter	52.72	41.31	0.18
Fiscal Year 2012			
First quarter	$ 40.96	$ 33.79	$ 0.18
Second quarter	38.47	26.03	0.18
Third quarter	38.56	25.97	0.18
Fourth quarter	34.77	27.87	0.18

On March 21, 2014, there were approximately 1,000 shareholders of record and approximately 8,000 beneficial shareholders of our common stock.

The cash dividend of $0.18 per share declared by our Board of Directors (the "Board") in January 2014 is payable on March 28, 2014 to shareholders of record on March 18, 2014. The dividend payout is approximately $9.0 million.

The information required by this item regarding securities authorized for issuance under equity compensation plans is incorporated by reference from Item 12 of this Form 10-K.

Issuer Purchases of Equity Securities

We did not purchase any of our equity securities during the fourth quarter of fiscal 2013. In March 2013, the Board approved a $200.0 million share repurchase program for our common stock, which amended and replaced the Company's existing $150.0 million share repurchase program authorized in January 2011, which had a remaining authorization of $45.2 million at the time of amendment. At February 1, 2014, the remaining balance available under the Board's March 2013 authorization was $48.0 million.

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Performance Graph

The following Performance Graph and related information shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that the Company specifically incorporates it by reference into such filing.

The following graph compares, as of each of the dates indicated, the percentage change in the Company's cumulative total shareholder return on the Common Stock with the cumulative total return of the NYSE Composite Index, the S&P 500 Index and the Dow Jones US Apparel Retailers Index. Next year we do not intend to include the NYSE Composite Index in our comparison of cumulative total return. We are changing to the S&P 500 Index because we believe it to be a more commonly used index by our peer retail companies.

The graph assumes that the value of the investment in our Common Stock and each index was $100 at January 31, 2009 and that all dividends paid by those companies included in the indices were reinvested.

	January 31, 2009	January 30, 2010	January 29, 2011	January 28, 2012	February 2, 2013	February 1, 2014
Measurement Period (Fiscal Year Covered)						
The Men's Wearhouse, Inc	$ 100.00	$ 175.51	$ 229.74	$ 310.60	$ 268.18	$ 449.76
NYSE Composite Index	100.00	136.11	164.64	162.43	189.13	226.66
S&P 500	100.00	133.14	162.67	169.54	197.98	240.58
Dow Jones US Apparel Retailers	100.00	189.38	234.92	279.66	350.19	398.21

The foregoing graph is based on historical data and is not necessarily indicative of future performance.

ITEM 6. SELECTED FINANCIAL DATA

The following selected statement of earnings, balance sheet and cash flow information for the fiscal years indicated has been derived from our audited consolidated financial statements. The Selected Financial Data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and notes thereto. References herein to years are to the Company's 52-week or 53-week fiscal year, which ends on the Saturday nearest January 31 in the following calendar year. For example, references to "2013" mean the fiscal year ended February 1, 2014. All fiscal years for which financial information is included herein had 52 weeks with the exception of the fiscal year ended February 2, 2013 which had 53 weeks.

As a result of the acquisition of JA Holding on August 6, 2013, the statement of earnings data and the cash flow information below for the year ended February 1, 2014 include the results of operations and cash flows, respectively, of JA Holding since that date. In addition, the balance sheet information below as of February 1, 2014 includes the fair values of the assets acquired and liabilities assumed as of the acquisition date for JA Holding.

As a result of the acquisitions of Dimensions and Alexandra on August 6, 2010, the statement of earnings data and the cash flow information below for the year ended January 29, 2011 include the results of operations and cash flows, respectively, of Dimensions and Alexandra since that date. In addition, the balance sheet information below as of January 29, 2011 includes the fair values of the assets acquired and liabilities assumed as of the acquisition date for Dimensions and Alexandra.

In the third quarter of fiscal 2010, we changed the method of determining cost under the lower of cost or market inventory valuation method used for our K&G brand from the retail inventory method to the average cost method. The cumulative effect of this change in accounting principle was recorded retrospectively as of February 1, 2009. The cumulative effect of this change in accounting principle as of February 1, 2009 was an increase in inventory of $2.2 million, a decrease in deferred tax assets of $0.9 million and a net increase in retained earnings of $1.3 million.

	2013	2012	2011	2010	2009
	(Dollars and shares in thousands, except per share and per square foot data)				
Statement of Earnings Data:					
Total net sales	$2,473,233	$2,488,278	$2,382,684	$2,102,664	$1,909,575
Total gross margin	1,089,010	1,108,148	1,048,927	898,433	798,898
Operating income	129,628	198,568	185,432	101,671	69,376
Net earnings attributable to common shareholders	83,791	131,716	120,601	67,697	46,215
Per Common Share Data:					
Diluted net earnings per common share attributable to common shareholders	$ 1.70	$ 2.55	$ 2.30	$ 1.27	$ 0.88
Cash dividends declared	$ 0.72	$ 0.72	$ 0.54	$ 0.39	$ 0.30
Weighted-average common shares outstanding plus dilutive potential common shares	49,162	51,026	51,692	52,853	52,280
Operating Information:					
Percentage increase/(decrease) in comparable sales(1):					
Men's Wearhouse	0.7%	4.8%	9.1%	4.7%	(4.0)%
Moores	(4.1)%	1.5%	4.5%	2.2%	(0.9)%
K&G	(5.5)%	(4.3)%	3.6%	(1.5)%	(1.9)%
Average square footage(2):					
Men's Wearhouse	5,710	5,721	5,705	5,673	5,653
Men's Wearhouse and Tux	1,387	1,372	1,384	1,381	1,373
Moores	6,358	6,362	6,339	6,306	6,278
K&G	23,710	23,704	23,750	23,472	23,137
Average net sales per square foot of selling space(3):					
Men's Wearhouse	$ 472	$ 471	$ 451	$ 410	$ 387
Moores	$ 419	$ 439	$ 432	$ 416	$ 408
K&G	$ 176	$ 186	$ 191	$ 181	$ 182

	2013	2012	2011	2010	2009
	(Dollars in thousands)				
Number of retail stores:					
Open at beginning of the period	1,143	1,166	1,192	1,259	1,294
Opened	25	37	25	10	6
Closed	(44)	(60)	(51)	(77)	(41)
Open at end of the period	1,124	1,143	1,166	1,192	1,259
Men's Wearhouse	661	638	607	585	581
Men's Wearhouse and Tux	248	288	343	388	454
Moores	121	120	117	117	117
K&G	94	97	99	102	107
Total	1,124	1,143	1,166	1,192	1,259
Cash Flow Information:					
Capital expenditures	$108,200	$121,433	$ 91,820	$ 58,868	$ 56,912
Depreciation and amortization	88,749	84,979	75,968	75,998	86,090
Repurchases of common stock	152,129	41,296	63,988	144	90

	February 1, 2014	February 2, 2013	January 28, 2012	January 29, 2011	January 30, 2010
Balance Sheet Information:					
Cash and cash equivalents	$ 59,252	$ 156,063	$ 125,306	$ 136,371	$ 186,018
Inventories	599,486	556,531	572,502	486,499	434,881
Working capital	479,808	560,970	544,108	497,352	486,341
Total assets	1,555,230	1,496,347	1,405,952	1,320,318	1,234,152
Long-term debt, including current portion	97,500	—	—	—	43,491
Total equity	1,023,149	1,109,235	1,031,819	983,853	904,390

(1) Comparable sales data is calculated by excluding the net sales of a store for any month of one period if the store was not open throughout the same month of the prior period and include e-commerce net sales, beginning in 2013. The inclusion of e-commerce net sales did not have a significant effect on comparable sales. Comparable sales percentages for Moores are calculated using Canadian dollars.

(2) Average square footage is calculated by dividing the total square footage for all stores open at the end of the period by the number of stores open at the end of such period.

(3) Average net sales per square foot of selling space is calculated by dividing total selling square footage for all stores open the entire year into total sales for those stores. The calculation for Men's Wearhouse includes Men's Wearhouse and Tux stores. The calculation for Moores is based upon the Canadian dollar. For 2012, the calculation excludes total sales for the 53rd week.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

The Men's Wearhouse, Inc. is a men's specialty apparel retailer offering suits, suit separates, sport coats, slacks, sportswear, outerwear, dress shirts, shoes and accessories and tuxedo rentals. We offer our products and services through multiple channels including The Men's Wearhouse, Men's Wearhouse and Tux, Moores Clothing for Men, K&G and the internet at www.menswearhouse.com. Our stores are located throughout the U.S. and Canada and carry a wide selection of exclusive and non-exclusive merchandise brands. In addition, we offer our customers alteration services and most of our K&G stores also offer ladies' career apparel, sportswear, accessories and shoes, and children's apparel. We also conduct retail dry cleaning, laundry and heirlooming operations through MW Cleaners in the Houston, Texas area. These operations comprise our retail segment.

Additionally, we operate two corporate apparel providers—our UK-based operations, the largest provider in the UK under the Dimensions, Alexandra and Yaffy brands, and our Twin Hill operations in the U.S. These operations provide corporate clothing uniforms and workwear to workforces through multiple channels including managed corporate accounts, catalogs and the internet. We acquired 86% of the UK-based holding company in 2010. Certain previous shareholders of Dimensions control 14% of the UK-based holding company and we have the right to acquire this 14% after fiscal 2013. These operations comprise our corporate apparel segment.

In March 2013, we announced that we engaged Jefferies & Co. to assist us in evaluating strategic alternatives for our K&G operations. We believe that our core strengths lie primarily in our service culture and specialty men's apparel retailing, and that we will be better able to focus our efforts on these core operations by taking this action. During fiscal 2013, based on estimates provided to us by market participants during our review of strategic alternatives for the K&G brand, we concluded that the carrying value of the K&G brand exceeded its fair value. Based on further analysis, it was determined that the entire carrying value of K&G's goodwill was impaired resulting in a non-cash pre-tax goodwill impairment charge of $9.5 million.

On August 6, 2013, we acquired JA Holding, the parent company of the American clothing brand Joseph Abboud® and a U.S. tailored clothing factory, for $97.5 million in cash consideration, subject to certain adjustments. The total net cash consideration paid after these adjustments was $94.9 million. We believe this transaction will accelerate our strategy of offering exclusive brands with broad appeal at attractive prices. JA Holding is a component of our Men's Wearhouse brand and therefore has been included in our retail reportable segment.

On March 11, 2014, we entered into an Agreement and Plan of Merger with Jos. A. Bank pursuant to which we will acquire all of the issued and outstanding shares of common stock of Jos. A. Bank for $65.00 per share in cash, or total consideration of approximately $1.8 billion. Pursuant to the merger agreement, we amended our existing tender offer (as so amended, the "Offer") to acquire all of the issued and outstanding shares of common stock of Jos. A. Bank and, following the consummation of the Offer, and subject to the satisfaction or waiver of the conditions set forth in the merger agreement, Java Corp., our wholly owned subsidiary, will merge with and into Jos. A. Bank and Jos. A. Bank will survive as our wholly owned subsidiary. We believe that Jos. A. Bank's business model in conjunction with the Men's Wearhouse business model will create the opportunity for significant synergies. The transaction, which is expected to close by the third quarter of 2014, is subject to satisfaction of customary closing conditions, including, among others, there being validly tendered and not validly withdrawn prior to the expiration of the Offer that number of shares (excluding shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee) which, when added to the shares we already own, represents at least a majority of the total number of outstanding shares on a fully diluted basis, and expiration or termination of the applicable waiting period (and any extension thereof) under the HSR Act.

Refer to Note 15 of Notes to Consolidated Financial Statements for additional information and disclosures regarding our reportable segments and the discussion included in "Results of Operations" below.

We follow the standard fiscal year of the retail industry, which is a 52-week or 53-week period ending on the Saturday closest to January 31. Fiscal year 2013 ended on February 1, 2014, fiscal year 2012 ended on February 2, 2013 and fiscal year 2011 ended on January 28, 2012. Fiscal year 2013 included 52 weeks, fiscal year 2012 included 53 weeks and fiscal year 2011 included 52 weeks.

Overview

Highlights of our performance for the year ended February 1, 2014, a 52-week fiscal year, compared to the prior year ended February 2, 2013, a 53-week fiscal year, are presented below, followed by a more comprehensive discussion under "Results of Operations":

- Revenues for fiscal 2013 decreased by $15.0 million or 0.6% to $2,473.2 million compared to revenues of $2,488.3 million in fiscal 2012.

- Gross margin for fiscal 2013 decreased by $19.1 million or 1.7% to $1,089.0 million compared to $1,108.1 million in fiscal 2012. Gross margin as a percentage of total net sales for fiscal 2013 was 44.0% compared to 44.5% for fiscal 2012.

- During fiscal 2013, we recorded a non-cash pre-tax goodwill impairment charge of $9.5 million.

- During fiscal 2013, we recorded non-cash asset impairment charges of $2.2 million.

- Selling, general and administrative ("SG&A") expenses for fiscal 2013 increased by $38.6 million or 4.2% to $947.7 million compared to SG&A expenses of $909.1 million in fiscal 2012. SG&A expenses as a percentage of total net sales for fiscal 2013 was 38.3% compared to 36.5% for fiscal 2012. During fiscal 2013, SG&A expenses of $27.5 million were incurred for acquisition and integration costs related to JA Holding, costs related to various strategic projects, separation costs associated with former executives, K&G e-commerce closure costs and a New York store related closure costs, partially offset by a gain on the sale of an office building.

- Net earnings attributable to common shareholders for fiscal 2013 decreased by $47.9 million or 36.4% to $83.8 million compared to $131.7 million in fiscal 2012.

- Diluted earnings per common share attributable to common shareholders decreased 33.3% to $1.70 per share for fiscal 2013 compared to $2.55 per share for fiscal 2012. During fiscal 2013, the non-cash pre-tax goodwill impairment charge and the increase in SG&A expenses due to the acquisition and integration costs related to JA Holding, costs related to various strategic projects, separation costs associated with former executives, K&G e-commerce closure costs and a New York store related closure costs, partially offset by a gain on the sale of an office building resulted in a $0.52 decrease in diluted earnings per share.

- Net cash provided by our operating activities for fiscal 2013 was $188.9 million compared to $225.7 million in fiscal 2012. We held cash and cash equivalent balances of $59.3 million at February 1, 2014 and $156.1 million at February 2, 2013, a decrease of $96.8 million.

- During fiscal 2013, we repurchased 4,147,983 shares of our common stock for $152.1 million.

- During fiscal 2013, we paid cash dividends of $35.5 million.

During fiscal 2013, we opened 25 stores (23 Men's Wearhouse stores, one Moores store and one K&G store) and closed 44 stores (four K&G stores due to substandard performance and 40 Men's Wearhouse and Tux stores: 22 due to lease expiration and 18 due to substandard performance).

In fiscal 2014, we plan to open approximately 32 to 36 Men's Wearhouse stores and three Moores stores and to expand and/or relocate approximately 20 existing Men's Wearhouse stores and one existing Moores store. We also plan to close approximately two Men's Wearhouse stores, one Moores store and two K&G stores and approximately 32 Men's Wearhouse and Tux stores as their lease terms expire or acceptable lease termination arrangements can be established.

Results of Operations

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

	Fiscal Year[1]		
	2013	2012	2011
Net sales:			
Retail clothing product	67.4%	68.0%	68.0%
Tuxedo rental services	16.7	16.3	15.8
Alteration and other services	5.9	6.1	6.0
Total retail sales	90.0	90.4	89.8
Corporate apparel clothing product sales	10.0	9.6	10.2
Total net sales	100%	100%	100%
Cost of sales[2]:			
Retail clothing product	44.5	44.7	44.7
Tuxedo rental services	15.6	13.9	14.0
Alteration and other services	77.4	75.3	75.6
Occupancy costs	13.1	12.6	12.8
Total retail cost of sales	54.4	53.8	54.1
Corporate apparel clothing product cost of sales	70.2	71.1	72.4
Total cost of sales	56.0	55.5	56.0
Gross margin[2]:			
Retail clothing product	55.5	55.3	55.3
Tuxedo rental services	84.4	86.1	86.0
Alteration and other services	22.6	24.7	24.4
Occupancy costs	(13.1)	(12.6)	(12.8)
Total retail gross margin	45.6	46.2	45.9
Corporate apparel clothing product gross margin	29.8	28.9	27.6
Total gross margin	44.0	44.5	44.0
Goodwill impairment charge	0.4	0.0	0.0
Asset impairment charges	0.1	0.0	0.1
Selling, general and administrative expenses	38.3	36.5	36.2
Operating income	5.2	8.0	7.8
Interest income	0.0	0.0	0.0
Interest expense	(0.1)	(0.1)	(0.1)
Earnings before income taxes	5.1	7.9	7.7
Provision for income taxes	1.7	2.6	2.7
Net earnings including non-controlling interest	3.4	5.3	5.1
Net (earnings) loss attributable to non-controlling interest	0.0	0.0	0.0
Net earnings attributable to common shareholders.	3.4%	5.3%	5.1%

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

(2) Calculated as a percentage of related sales.

2013 Compared with 2012

Total net sales decreased $15.0 million, or 0.6%, to $2,473.2 million for fiscal 2013 as compared to fiscal 2012.

Total retail sales decreased $22.4 million, or 1.0%, to $2,226.4 million for fiscal 2013 as compared to fiscal 2012 due mainly to a $23.7 million decrease in retail clothing product revenues and a $4.1 million decrease in alteration and other services offset by a $5.4 million increase in tuxedo rental services revenues. The net decrease in total retail sales is attributable to the following:

(in millions)	Amount attributed to
$ 10.2	0.7% increase in comparable sales at Men's Wearhouse / Men's Wearhouse and Tux.
(10.1)	4.1% decrease in comparable sales at Moores.
(18.7)	5.5% decrease in comparable sales at K&G.
(25.8)	Impact of 53rd week in 2012 (based on trailing 52 weeks in 2012).
32.0	Increase from net sales of stores opened in 2012, relocated stores and expanded stores not yet included in comparable sales.
18.4	Increase in net sales from 25 new stores opened in 2013.
(23.8)	Decrease in net sales resulting from closed stores.
(10.3)	Decrease in net sales resulting from change in U.S./Canadian dollar exchange rate.
5.7	Other.
$ (22.4)	Decrease in total retail sales.

Comparable sales exclude 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 and, beginning in 2013, include e-commerce net sales. The inclusion of e-commerce net sales did not have a significant effect on comparable sales. The increase at Men's Wearhouse/Men's Wearhouse and Tux resulted primarily from increased average unit retails (net selling prices) that more than offset decreased units sold per transaction and average transactions per store. The decrease at Moores was driven by decreased units sold per transaction, average unit retails and average transactions per store. The decrease at K&G was due to decreased average transactions per store and average unit retails which more than offset an increase in units sold per transaction. Tuxedo rental service revenues increased primarily due to increased unit rental rates which more than offset decreased unit rentals and tuxedo fees.

Total corporate apparel clothing product sales increased $7.4 million to $246.8 million for fiscal 2013 as compared to fiscal 2012. UK corporate apparel sales decreased $0.8 million due mainly to the impact of a weaker pound Sterling this year compared to last year, which more than offset an increase in sales from existing customer programs. U.S. corporate apparel sales increased $8.2 million due primarily to increased sales from new customer rollouts and existing customer programs as well as increased catalog sales.

Buying and distribution costs are included in determining our retail and corporate apparel clothing product gross margins. Our gross margin may not be comparable to other specialty retailers, as some companies exclude costs related to their distribution network from cost of goods sold while others, like us, include all or a portion of such costs in cost of goods sold and exclude them from SG&A expenses. Tuxedo distribution costs are not included in determining our tuxedo rental services gross margin as these costs are included in SG&A expenses.

Our total gross margin decreased $19.1 million, or 1.7%, to $1,089.0 million for fiscal 2013 as compared to fiscal 2012. Total retail segment gross margin decreased $23.5 million or 2.3% from fiscal 2012 to $1,015.5 million in fiscal 2013. For the retail segment, total gross margin as a percentage of related sales decreased from 46.2% in fiscal 2012 to 45.6% in fiscal 2013 driven primarily by a decrease in tuxedo rental services gross margin rate due to increased royalty expenses and higher per unit rental costs. This was partially offset by a slight increase in retail clothing product gross margin rate due to increased average unit retails. Occupancy costs as a percentage of retail sales, which is relatively constant on a per store basis and includes store related rent, common area maintenance, utilities, repairs and maintenance, security, property taxes and depreciation, increased from 12.6% in fiscal 2012 to 13.1% in fiscal 2013 due to deleveraging of occupancy expenses caused by our decreased retail sales. On an absolute dollar basis, occupancy costs increased $7.5 million primarily due to higher rent and depreciation expense.

On an absolute dollar basis, corporate apparel gross margin increased $4.3 million or 6.3% from fiscal 2012 to $73.5 million in fiscal 2013. For the corporate apparel segment, total gross margin as a percentage of related sales increased from 28.9% in fiscal 2012 to 29.8% in fiscal 2013 driven by higher sales and changes in the sales mix at our U.S. operations.

During fiscal 2013, based on estimates provided to us by market participants during our review of strategic alternatives for the K&G brand, we concluded that the carrying value of the K&G brand exceeded its fair value. Based on further analysis, it was determined that the entire carrying value of K&G's goodwill was impaired resulting in a non-cash pre-tax goodwill impairment charge of $9.5 million.

During fiscal 2013, we recorded $2.2 million of asset impairment charges related to impaired tradename and store assets in our retail segment.

SG&A expenses increased to $947.7 million in fiscal 2013 from $909.1 million in fiscal 2012, an increase of $38.6 million or 4.2%. As a percentage of total net sales, these expenses increased from 36.5% in fiscal 2012 to 38.3% in fiscal 2013. The components of this 1.8% net increase in SG&A expenses as a percentage of total net sales and the related absolute dollar changes were as follows:

%	Attributed to
1.7	Increase in other SG&A expenses as a percentage of sales from 19.6% in fiscal 2012 to 21.3% in fiscal 2013. On an absolute dollar basis, other SG&A expenses increased $38.5 million with $11.0 million primarily due to increased employee related and non-store payroll costs and $27.5 million due to acquisition and integration costs related to JA Holding, costs related to strategic projects, separation costs associated with former executives, K&G e-commerce closure costs and a New York store related closure costs, partially offset by a gain on the sale of an office building.
0.3	Increase in advertising expense as a percentage of sales from 3.8% in fiscal 2012 to 4.1% in fiscal 2013. On an absolute dollar basis, advertising expense increased $6.7 million.
(0.2)	Decrease in store salaries as a percentage of sales from 13.1% in fiscal 2012 to 12.9% in fiscal 2013. Store salaries on an absolute dollar basis decreased $6.6 million primarily due to decreased store sales support salaries and decreased store bonuses.
1.8%	**Total**

In the retail segment, SG&A expenses as a percentage of related net sales increased from 37.5% in fiscal 2012 to 39.7% in fiscal 2013. On an absolute dollar basis, retail segment SG&A expenses increased $39.7 million primarily due to increased employee related and non-store payroll costs, acquisition and integration costs related to JA Holding, costs related to strategic projects, separation costs associated with former executives, K&G e-commerce closure costs and a New York store related closure costs, partially offset by a gain on the sale of an office building.

In the corporate apparel segment, SG&A expenses as a percentage of related net sales decreased from 27.3% in fiscal 2012 to 26.0% in fiscal 2013. On an absolute dollar basis, corporate apparel segment SG&A expenses decreased $1.1 million primarily due to reduced UK operating expenses partially offset by higher U.S. operating expenses and separation costs associated with a former executive.

Corporate apparel segment operating income of $9.4 million for fiscal 2013 includes $9.7 million of operating income in the UK and $0.3 million of operating losses in the U.S. compared to corporate apparel segment operating income of $3.9 million in fiscal 2012 which consisted of $7.4 million of operating income in the UK and $3.5 million of operating losses in the U.S.

Interest expense increased to $3.2 million in fiscal 2013 from $1.5 million in fiscal 2012 primarily due to interest expense related to our Term Loan in August 2013 to fund the JA Holding acquisition.

Our effective income tax rate increased from 33.2% for fiscal 2012 to 33.6% for fiscal 2013 mainly due to the reduced tax benefit related to audit settlements, closed statutes of limitation and a one-time adjustment in the prior year.

These factors resulted in net earnings attributable to common shareholders of $83.8 million or 3.4% of total net sales for fiscal 2013, a decrease of $47.9 million or 36.4% from net earnings of $131.7 million or 5.3% of total net sales for fiscal 2012.

2012 Compared with 2011

Our total net sales increased $105.6 million, or 4.4%, to $2,488.3 million for fiscal 2012 as compared to fiscal 2011.

Total retail sales increased $109.7 million, or 5.1%, to $2,248.8 million for fiscal 2012 as compared to fiscal 2011 due mainly to a $71.6 million increase in retail clothing product revenues, a $29.6 million increase in tuxedo rental services revenues and a $5.4 million increase in alteration services revenues. These increases in total retail sales are attributable to the following:

(in millions)	Amount attributed to
$ 62.6	4.8% increase in comparable store sales at Men's Wearhouse / Men's Wearhouse and Tux.
3.8	1.5% increase in comparable store sales at Moores.
(15.1)	4.3% decrease in comparable store sales at K&G.
26.4	Increase in net sales from impact of 53rd week.
24.3	Increase from net sales of stores opened in 2011, relocated stores and expanded stores not yet included in comparable sales.
17.2	Increase in net sales from 37 new stores opened in 2012.
13.0	Increase in e-commerce, alteration and other services sales.
(20.5)	Decrease in net sales resulting from closed stores.
(2.0)	Decrease in net sales resulting from change in U.S./Canadian dollar exchange rate.
$ 109.7	Increase in total retail sales.

Comparable store sales exclude 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. The increase at Men's Wearhouse/Men's Wearhouse and Tux resulted primarily from increased average unit retails (net selling prices) and a slight increase in units sold per transaction that more than offset a decrease in average transactions per store. The increase at Moores was driven by increased units sold per transaction and average unit retails that more than offset a decrease in average transactions per store. The decrease at K&G was due to decreased units sold per transaction, average transactions per store and average unit retails. Tuxedo rental service revenues increased primarily due to increased unit rental rates and unit rentals as well as increased sales of tuxedo accessories.

Total corporate apparel clothing product sales decreased $4.1 million to $239.4 million for fiscal 2012 as compared to fiscal 2011. UK corporate apparel sales decreased $8.2 million due mainly to a lower level of customer directed new uniform rollouts in fiscal 2012 as compared to fiscal 2011, which included the largest single customer rollout in Dimensions' operating history. U.S. corporate apparel sales increased $4.1 million due primarily to increased sales from a large customer program and increased catalog sales.

Buying and distribution costs are included in determining our retail and corporate apparel clothing product gross margins. Our gross margin may not be comparable to other specialty retailers, as some companies exclude costs related to their distribution network from cost of goods sold while others, like us, include all or a portion of such costs in cost of goods sold and exclude them from SG&A expenses. Tuxedo distribution costs are not included in determining our tuxedo rental services gross margin as these costs are included in SG&A expenses.

In the retail segment, total gross margin as a percentage of related sales increased from 45.9% in fiscal 2011 to 46.2% in fiscal 2012. Total retail segment gross margin increased $57.2 million or 5.8% from fiscal 2011 to $1,039.0 million in fiscal 2012. The retail clothing product gross margin rate remained flat at 55.3% in fiscal 2011 and fiscal 2012, while on an absolute dollar basis, retail clothing product margin increased $39.2 million. The tuxedo rental services gross margin increased slightly from 86.0% in fiscal 2011 to 86.1% in fiscal 2012 primarily due to a decrease in per unit rental costs in 2012 offset by increased royalty expenses. Occupancy costs as a percentage of retail sales, which is relatively constant on a per store basis and includes store related rent, common area maintenance, utilities, repairs and maintenance, security, property taxes and depreciation, decreased from 12.8% in fiscal 2011 to 12.6% in fiscal 2012 mainly due to cost leverage from increased retail sales. On an absolute dollar basis, occupancy costs increased $10.1 million primarily due to higher rent and depreciation expense.

In the corporate apparel segment, total gross margin as a percentage of related sales increased from 27.6% in fiscal 2011 to 28.9% in fiscal 2012 mainly as a result of cost synergies following the consolidation of Dimensions and Alexandra distribution facilities and supporting service functions and changes in the sales mix. On an absolute dollar basis, corporate apparel gross margin increased $2.0 million as the cost synergies and sales mix changes more than offset the impact of decreased sales.

SG&A expenses increased to $909.1 million in fiscal 2012 from $861.5 million in fiscal 2011, an increase of $47.6 million or 5.5%. As a percentage of total net sales, these expenses increased from 36.2% in fiscal 2011 to 36.5% in fiscal 2012. The components of this 0.3% net increase in SG&A expenses as a percentage of total net sales and the related absolute dollar changes were as follows:

%	Attributed to
0.3	Increase in advertising expense as a percentage of total net sales from 3.5% in fiscal 2011 to 3.8% in fiscal 2012. On an absolute dollar basis, advertising expense increased $10.1 million.
0.0	Store salaries as a percentage of total net sales remained flat at 13.1% in fiscal 2011 and fiscal 2012. Store salaries on an absolute dollar basis increased $13.5 million primarily due to increased commissions associated with increased sales and increased store sales support salaries, offset partially by decreased store bonuses.
0.0	Other SG&A expenses as a percentage of total net sales remained flat at 19.6% in fiscal 2011 and fiscal 2012. On an absolute dollar basis, other SG&A expenses increased $24.0 million primarily due to increased payroll-related costs.
0.3%	**Total**

In the retail segment, SG&A expenses as a percentage of related net sales increased from 36.9% in fiscal 2011 to 37.5% in fiscal 2012. On an absolute dollar basis, retail segment SG&A expenses increased $54.1 million primarily due to increased advertising expense, store salaries and payroll-related costs.

In the corporate apparel segment, SG&A expenses as a percentage of related net sales decreased from 29.5% in fiscal 2011 to 27.3% in fiscal 2012. On an absolute dollar basis, corporate apparel segment SG&A expenses decreased $6.5 million primarily due to reduced UK operating expenses following the consolidation of Dimensions and Alexandra distribution facilities and supporting service functions and the absence in fiscal 2012 of $3.8 million in integration costs incurred in fiscal 2011 associated with our UK corporate apparel operations acquired on August 6, 2010.

Corporate apparel segment operating income of $3.9 million for fiscal 2012 includes $7.4 million of operating income in the UK and $3.5 million of operating losses in the U.S.

Our effective income tax rate decreased from 34.7% for fiscal 2011 to 33.2% for fiscal 2012 mainly due to a decrease in foreign statutory tax rates and a one-time adjustment in fiscal 2012. As of February 2, 2013, we had $3.9 million in unrecognized tax benefits, of which $2.8 million, if recognized, would reduce our income tax expense and effective tax rate. It is reasonably possible that there would be a reduction in the balance of unrecognized tax benefits of up to $1.2 million in the next twelve months.

These factors resulted in net earnings attributable to common shareholders of $131.7 million or 5.3% of total net sales for fiscal 2012, an increase of $11.1 million or 9.2% over net earnings of $120.6 million or 5.1% of total net sales for fiscal 2011.

Liquidity and Capital Resources

At February 1, 2014 and February 2, 2013, cash and cash equivalents totaled $59.3 million and $156.1 million, respectively. At February 1, 2014, cash and cash equivalents held by foreign subsidiaries totaled $40.9 million. Under current tax laws and regulations, if cash and cash equivalents held outside the U.S. are repatriated to the U.S., in certain circumstances we may be subject to additional U.S. income taxes and foreign withholding taxes.

We had working capital of $479.8 million and $561.0 million at February 1, 2014 and February 2, 2013, respectively. Our primary sources of working capital are cash flows from operations and borrowings under our Credit Agreement (as defined below). The $81.2 million decrease in working capital at February 1, 2014 compared to February 2, 2013 resulted mainly from the impact of cash used to repurchase common stock in fiscal 2013 as well as increases in current liabilities, which more than offset the impact of increases in inventories and other current assets.

Credit Facilities

On April 12, 2013, we entered into a Third Amended and Restated Credit Agreement (the "Credit Agreement") with a group of banks to amend and restate our existing credit facility, which provided us with a revolving credit facility that was scheduled to mature on January 26, 2016.

On August 6, 2013, we borrowed $100.0 million under the term loan provision of our Credit Agreement (the "Term Loan"), which will be repaid over five years, with 10% payable annually in quarterly installments and the remainder due at maturity. The interest rate on the Term Loan is based on the monthly LIBOR rate plus 1.75%. In conjunction with the Term Loan, we also entered into an interest rate swap, in which the variable rate payments due under the Term Loan were exchanged for a fixed rate of 1.27%, resulting in a combined interest rate of 3.02%. As of February 1, 2014, there was $97.5 million outstanding under the Term Loan.

The Credit Agreement provides for a senior revolving credit facility of $300.0 million, with possible future increases to $450.0 million under an expansion feature, which matures on April 12, 2018. The Credit Agreement is secured by the stock of certain of our subsidiaries. The Credit Agreement has several borrowing and interest rate options including the following indices: (i) adjusted LIBO rate, (ii) adjusted EURIBO rate, (iii) CDOR rate, (iv) Canadian prime rate or (v) an alternate base rate (equal to the greater of the prime rate, the federal funds rate plus 0.5% or the adjusted LIBO rate for a one-month period plus 1.0%). Advances under the Credit Agreement bear interest at a rate per annum using the applicable indices plus a varying interest rate margin of up to 2.50%. The Credit Agreement also provides for fees applicable to amounts available to be drawn under outstanding letters of credit which range from 1.75% to 2.50%, and a fee on unused commitments which ranges from 0.35% to 0.50%. As of February 1, 2014, there were no borrowings outstanding under the senior revolving credit facility.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain certain financial ratios. The restrictive provisions in the Credit Agreement reflect an overall covenant structure that is generally representative of a commercial loan made to an investment-grade company. We were in compliance with the covenants in the Credit Agreement as of February 1, 2014.

We utilize letters of credit primarily to secure inventory purchases and as collateral for workers compensation claims. At February 1, 2014, letters of credit totaling approximately $19.2 million were issued and outstanding. Borrowings available under our Credit Agreement at February 1, 2014 were $280.8 million.

On March 11, 2014, we entered into an Agreement and Plan of Merger with Jos. A. Bank pursuant to which we will acquire all of the issued and outstanding shares of common stock of Jos. A. Bank for $65.00 per share in cash, or total consideration of approximately $1.8 billion. Concurrently with the signing of the merger agreement, we entered into a financing commitment letter with various lenders, as further discussed in "Futures sources and uses of cash" below.

Cash flow activities

Operating activities—Our primary source of operating cash flow is from sales to our customers. Our primary uses of cash include clothing product inventory and tuxedo rental product purchases, personnel related expenses, occupancy costs, advertising costs and income tax payments. Our operating activities provided net cash of $188.9 million in 2013, due mainly to net earnings, adjusted for non-cash charges, a decrease in accounts receivable and an increase in accounts payable, accrued expenses and other current liabilities, offset by increases in inventories and tuxedo rental product.

- Inventories increased primarily due to an inventory build for the rollout of Joseph Abboud® merchandise beginning in 2013 and continuing through the summer of 2014, the impact of new Men's Wearhouse stores and higher inventory levels resulting from lower sales.
- Tuxedo rental product increased from purchases of new Vera Wang product offerings and replenishment product to support the continued growth of our tuxedo rental business.
- The increase in accounts payable, accrued expenses and other current liabilities was primarily related to the aforementioned inventory build-up of Joseph Abboud® merchandise, the timing of vendor payments and the impact of accrued professional fees related to various strategic projects.

During fiscal 2012, our operating activities provided net cash of $225.7 million, due mainly to net earnings, adjusted for non-cash charges, a decrease in inventories and an increase in accounts payable, accrued expenses and other current liabilities, offset by increases in tuxedo rental product and other assets.

- Inventories decreased primarily due to increased retail sales and an inventory build in the prior year related to replenishment of oversold inventory levels.
- Tuxedo rental product increased from purchases of new Vera Wang product offerings and replenishment product to support the continued growth of our tuxedo rental business.
- The increase in other assets is primarily due to the timing and amounts of required tax payments.
- The increase in accounts payable, accrued expenses and other current liabilities was primarily due to increased sales taxes payable related to increased sales in January 2013 and an increase in tuxedo rental deposits.

During fiscal 2011, our operating activities provided net cash of $162.8 million, due mainly to net earnings, adjusted for non-cash charges, offset in part by increases in inventories and tuxedo rental product.

- Inventories increased primarily due to increased retail sales and replenishment of comparatively oversold levels at the end of the prior year following the third quarter 2010 introduction of a more aggressive promotional cadence.
- Tuxedo rental product increased to support the continued growth of our tuxedo rental business and to replenish retired rental product.

Investing activities—Our cash outflows from investing activities are primarily for capital expenditures and, in 2013, the acquisition of JA Holding for $94.9 million. Our investing activities used net cash of $199.0 million, $123.5 million and $91.8 million in 2013, 2012 and 2011, respectively. We made capital expenditures of $108.2 million, $121.4 million and $91.8 million in 2013, 2012 and 2011, respectively. In 2013, we received $3.9 million in proceeds from the sale of an office building. In 2012, we made investments in trademarks, tradenames and other assets of $2.1 million.

Our capital expenditures relate mainly to costs incurred for stores opened, remodeled or relocated during the year or under construction at the end of the year, distribution facility additions and infrastructure technology investments as detailed below (in millions):

	2013	2012	2011
Retail segment capital expenditures:			
Relocation and remodeling of existing stores	$ 54.5	$ 47.5	$ 42.0
New store construction	13.4	19.1	12.3
Information technology	24.6	18.7	15.5
Distribution facilities	4.6	9.6	9.6
Other(1)	8.7	22.9	2.6
Total retail segment capital expenditures	105.8	117.8	82.0
Corporate apparel segment capital expenditures	2.4	3.6	9.8
Total capital expenditures	$ 108.2	$ 121.4	$ 91.8

(1) Fiscal 2012 includes the $13.4 million purchase, completed in June 2012, of approximately 7.7 acres with three buildings in Fremont, California utilized for offices following the consolidation of our California office locations.

Property additions relating to new retail apparel stores include stores in various stages of completion at the end of the fiscal year (13 stores at the end of 2013, six stores at the end of 2012 and four stores at the end of 2011).

Financing activities—Our cash outflows from financing activities consist primarily of cash dividend payments and repurchases of common stock, while cash inflows from financing activities consist primarily of proceeds from the issuance of common stock and, in 2013, proceeds from our Term Loan. In 2013, our financing activities used net cash of $82.9 million, due mainly to the repurchase of common stock of $152.1 million and cash dividends paid of $35.5 million, offset by $100.0 million of proceeds from our Term Loan and $10.7 million of proceeds from the issuance of common stock. In 2012, our financing activities used net cash of $71.3 million, due mainly to the repurchase of common stock of $41.3 million and cash dividends paid of $37.1 million, offset by $8.5 million proceeds from the issuance of common stock. In 2011, our financing activities used net cash of $81.8 million, due mainly to the repurchase of common stock of $64.0 million and cash dividends paid of $25.1 million, offset by $8.4 million proceeds from the issuance of common stock.

Share repurchase program—In March 2013, the Board of Directors (the "Board") approved a $200.0 million share repurchase program for our common stock. This approval amended and replaced our existing $150.0 million share repurchase program authorized by the Board in January 2011, which had a remaining authorization of $45.2 million at the time of amendment.

In July 2013, we entered into an accelerated share repurchase agreement ("ASR Agreement") with J.P. Morgan Securities LLC ("JPMorgan"), as agent for JPMorgan Chase Bank, National Association, London Branch, to purchase $100.0 million of our common stock. In July, we paid $100.0 million to JPMorgan and received an initial delivery of 2,197,518 shares. The value of the initial shares received was approximately $85.0 million, reflecting a $38.68 price per share. In September 2013, JPMorgan delivered an additional 455,769 shares valued at approximately $15.0 million, reflecting a $32.91 price per share. All repurchased shares under the ASR Agreement were immediately retired.

In addition to the ASR Agreement, during fiscal 2013, 1,489,318 shares at a cost of $52.0 million were repurchased in open market transactions at an average price per share of $34.89 under the Board's March 2013 authorization. At February 1, 2014, the remaining balance available under the Board's March 2013 authorization was $48.0 million.

During fiscal 2012, 1,121,484 shares at a cost of $41.0 million were repurchased at an average price per share of $36.59 under the Board's January 2011 authorization. During fiscal 2011, 2,322,340 shares at a cost of $63.8 million were repurchased at an average price per share of $27.47 under the Board's January 2011 authorization.

During fiscal 2013, 2012 and 2011, 5,378 shares, 7,041 shares and 7,132 shares, respectively, at a cost of $0.2 million, $0.3 million and $0.2 million, respectively, were repurchased at an average price per share of $30.03, $37.28 and $27.77, respectively, in private transactions to satisfy minimum tax withholding obligations arising upon the vesting of certain restricted stock.

The following table summarizes our common stock repurchases during fiscal 2013, 2012 and 2011 (in thousands, except share data and average price per share):

	Fiscal Year		
	2013	2012	2011
Shares repurchased	4,147,983	1,128,525	2,329,472
Total costs	$ 152,129	$ 41,296	$ 63,988
Average price per share	$ 36.68	$ 36.59	$ 27.47

Dividends—Cash dividends paid were approximately $35.5 million, $37.1 million and $25.1 million during fiscal 2013, 2012 and 2011, respectively. In fiscal 2013 and 2012, a dividend of $0.18 per share was declared in the first, second, third and fourth quarters, for an annual dividend of $0.72 per share, respectively. In fiscal 2011, a dividend of $0.12 per share was declared in the first, second and third quarters and a dividend of $0.18 per share was declared in the fourth quarter, for an annual dividend of $0.54 per share.

The cash dividend of $0.18 per share declared by the Board in January 2014 is payable on March 28, 2014 to shareholders of record on March 18, 2014. The dividend payout is approximately $9.0 million and is included in accrued expenses and other current liabilities on the consolidated balance sheet as of February 1, 2014.

Future sources and uses of cash

Our primary use of cash is to finance working capital requirements of our operations. In addition, we will use cash to fund capital expenditures, income taxes, dividend payments, repayment of long-term debt, repurchases of common stock, operating leases and various other obligations, including the commitments discussed in the "Contractual Obligations" table below, as they arise.

Capital expenditures are anticipated to be in the range of $80.0 to $90.0 million for 2014. This amount includes the anticipated costs to open approximately 32 to 36 Men's Wearhouse stores and three Moores stores and to expand and/or relocate approximately 20 existing Men's Wearhouse stores and one existing Moores store. The average cost (excluding telecommunications and point-of-sale equipment and inventory) of opening a new store is expected to be approximately $0.4 million in 2014. The balance of the capital expenditures for 2014 will be used for telecommunications, point-of-sale and other computer equipment and systems, store remodeling, distribution facilities and investment in other corporate assets. We anticipate that each Men's Wearhouse and Moores store will require, on average, an initial inventory costing approximately $0.4 million (subject to the seasonal patterns that affect inventory at all stores). These inventory purchases will be funded by cash from operations, trade credit and, if necessary, borrowings under our Credit Agreement. The actual amount of future capital expenditures and inventory purchases will depend in part on the number of new stores opened and the terms on which new stores are leased, as well as on industry trends consistent with our anticipated operating plans.

Additionally, market conditions may produce attractive opportunities for us to make acquisitions larger than our past acquisitions. Any such acquisitions may be undertaken as an alternative to opening new stores. We may use cash on hand, together with cash flow from operations, borrowings under our existing or any future credit agreement and issuances of debt or equity securities, to take advantage of any significant acquisition opportunities.

On March 11, 2014, we entered into an Agreement and Plan of Merger with Jos. A. Bank pursuant to which we will acquire all of the issued and outstanding shares of common stock of Jos. A. Bank for $65.00 per share in cash, or total consideration of approximately $1.8 billion. Concurrently with the signing of the merger agreement, we entered into a financing commitment letter (the "Commitment Letter") with Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A. and J.P. Morgan Securities LLC (collectively, the "Lenders"). We expect the financing under the Commitment Letter, together with cash balances, to be sufficient to provide the financing necessary to consummate our offer to acquire all of the issued and outstanding shares of common stock of Jos. A. Bank and to refinance certain of our existing indebtedness. The Commitment Letter provides for (i) $1.1 billion aggregate principal amount of senior secured term B loans, (ii) a $500.0 million asset-based revolving facility of the Company and certain of its subsidiaries and (iii) $600.0 million aggregate principal amount of unsecured bridge loans to the extent $600.0 million in gross proceeds are not raised from the issuance and sale by the Company of senior unsecured notes prior to the effective time of the merger. The financing commitments of the Lenders are subject to certain conditions set forth in the Commitment Letter.

Current domestic and global economic conditions, including high unemployment levels, reduced public sector spending and constrained credit markets, could negatively affect our future operating results as well as our existing cash and cash equivalents balances. In addition, conditions in the financial markets could limit our access to further capital resources, if needed, and could increase associated costs. Based on our current business plan, we believe that our existing cash and cash flows from operations and availability under our existing or any future credit agreement will be sufficient to fund our planned store openings, relocations and remodelings, other capital expenditures and operating cash requirements, and that we will be able to maintain compliance with the covenants in our Credit Agreement for at least the next 12 months. Borrowings available under our Credit Agreement were $280.8 million as of February 1, 2014.

We are exposed to market risk associated with foreign currency exchange rate fluctuations as a result of our direct sourcing programs and our operations in foreign countries. In connection with our direct sourcing programs, we may enter into merchandise purchase commitments that are denominated in a currency different from the functional currency of the operating entity. Our risk management policy is to hedge a significant portion of forecasted merchandise purchases for our direct sourcing programs that bear foreign exchange risk using foreign exchange forward contracts.

In addition, we are exposed to interest rate risk associated with our outstanding indebtedness. In connection with this indebtedness, we entered into an interest rate swap in which the variable rate payments due under our Term Loan were exchanged for a fixed rate. Our risk management policy is to hedge our exposure to fluctuations in interest rates using this swap agreement.

As the foreign exchange forward contracts and interest rate swap agreement are with financial institutions, we are exposed to credit risk in the event of nonperformance by these parties. However, due to the creditworthiness of these major financial institutions, full performance is anticipated.

Contractual Obligations

As of February 1, 2014, we are obligated to make cash payments in connection with our non-cancelable operating leases and other contractual obligations in the amounts listed below. In addition, we utilize letters of credit primarily for inventory purchases and as collateral for workers compensation claims. At February 1, 2014, letters of credit totaling approximately $19.2 million were issued and outstanding.

(In millions)	Payments Due by Period				
Contractual obligations	**Total**	**<1 Year**	**1 - 3 Years**	**4 - 5 Years**	**> 5 Years**
Long-term debt[1]	$ 107.5	$ 12.9	$ 36.8	$ 57.8	$ —
Operating lease base rentals[2]	902.8	177.1	300.6	189.8	235.3
Other contractual obligations[3]	29.4	17.3	9.0	2.7	0.4
Total contractual obligations[4]	$ 1,039.7	$ 207.3	$ 346.4	$ 250.3	$ 235.7

(1) Included in the required debt payments disclosed above are estimated total interest payments of $10.0 million as of February 1, 2014, payable over the remaining life of the debt. On August 6, 2013, we borrowed $100.0 million under the Term Loan provision of our Credit Agreement, which will be repaid over five years, with 10% payable annually in quarterly installments and the remainder due at maturity. See Note 4 of Notes to Consolidated Financial Statements for more information.

(2) We lease retail business locations, office and warehouse facilities, copier equipment and automotive equipment under various non-cancelable operating leases. See Note 16 of Notes to Consolidated Financial Statements for more information.

(3) Other contractual obligations consist primarily of minimum payments under our agreement with Vera Wang that gives us the exclusive right to "Black by Vera Wang" tuxedo products and our marketing agreement with David's Bridal, Inc. Pursuant to our marketing agreement with David's Bridal, Inc., there are performance conditions that may impact future payments to be made beginning in fiscal year 2015. These potential future payments are not included in the table above as such amounts are not readily determinable.

(4) Excluded from the table above is $3.6 million, which includes $0.7 million in interest, related to uncertain tax positions. These amounts are not included due to our inability to predict the timing of the settlement of these amounts. Refer to Note 5 of Notes to Consolidated Financial Statements for more information.

In the normal course of business, we issue purchase orders to vendors/suppliers for merchandise. The purchase orders represent executory contracts requiring performance by the vendors/suppliers, including the delivery of the merchandise prior to a specified cancellation date and compliance with product specifications, quality standards and other requirements. In the event of the vendor's failure to meet the agreed upon terms and conditions, we may cancel the order.

Off-Balance Sheet Arrangements

Other than the non-cancelable operating leases, other contractual obligations and letters of credit discussed above, we do not have any off-balance sheet arrangements that are material to our financial position or results of operations.

Inflation

We believe the impact of inflation on the results of operations during the periods presented has been minimal. However, there can be no assurance that our business will not be affected by inflation in the future.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements requires the appropriate application of accounting policies in accordance with generally accepted accounting principles. In many instances, this also requires management to make estimates and assumptions about future events that affect the amounts and disclosures included in our financial statements. We base our estimates on historical experience and various assumptions that we believe are reasonable under our current business model. However, because future events and conditions and their effects cannot be determined with certainty, actual results will differ from our estimates and such differences could be material to our financial statements.

Our accounting policies are described in Note 1 of Notes to Consolidated Financial Statements. We consistently apply these policies and periodically evaluate the reasonableness of our estimates in light of actual events. Historically, we have found our accounting policies to be appropriate and our estimates and assumptions reasonable. Our critical accounting policies, which are those most significant to the presentation of our financial position and results of operations and those that require significant judgment or complex estimates by management, are discussed below.

Revenue Recognition—Clothing product revenue is recognized at the time of sale and delivery of merchandise, net of actual sales returns and a provision for estimated sales returns, and excludes sales taxes. Revenues from tuxedo rental, alteration and other services are recognized upon completion of the services.

We present all non-income government-assessed taxes (sales, use and value added taxes) collected from our customers and remitted to governmental agencies on a net basis (excluded from net sales) in our consolidated financial statements. The government-assessed taxes are recorded in accrued expenses and other current liabilities until they are remitted to the government agency.

Inventories—Our inventory is carried at the lower of cost or market. Cost is determined based on the average cost method. Our inventory cost also includes estimated buying and distribution costs (warehousing, freight, hangers and merchandising costs) associated with the inventory, with the balance of such costs included in cost of sales. Buying and distribution costs are allocated to inventory based on the ratio of annual product purchases to inventory cost. If this ratio were to change significantly, it could materially affect the amount of buying and distribution costs included in cost of sales. We make assumptions, based primarily on historical experience, as to items in our inventory that may be damaged, obsolete or salable only at marked down prices to reflect the market value of these items. If actual damages, obsolescence or market demand is significantly different from our estimates, additional inventory write-downs could be required.

Impairment of Long-Lived Assets—Long-lived assets, such as property and equipment and identifiable intangibles with finite useful lives, are periodically evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Assets are grouped and evaluated for impairment at the lowest level of which there are identifiable cash flows, which is generally at a store level. Assets are reviewed using factors including, but not limited to, our future operating plans and projected cash flows. The determination of whether impairment has occurred is based on an estimate of undiscounted future cash flows directly related to the assets, compared to the carrying value of the assets. If the sum of the undiscounted future cash flows of the assets does not exceed the carrying value of the assets, full or partial impairment may exist. If the asset carrying amount exceeds its fair value, an impairment charge is recognized in the amount by which the carrying amount exceeds the fair value of the asset. Fair value is determined using an income approach, which requires discounting the estimated future cash flows associated with the asset. Estimating future cash flows requires management to make assumptions and to apply judgment, including forecasting future sales, costs and useful lives of assets. Significant judgment is also involved in selecting the appropriate discount rate to be applied in determining the estimated fair value of an asset. Changes to our key assumptions related to future performance, market conditions and other economic factors can significantly affect our impairment evaluation. For example, unanticipated long-term adverse market conditions can cause individual stores to become unprofitable and can result in an impairment charge for the property and equipment assets in those stores.

Pre-tax non-cash asset impairment charges, which were all related to the retail segment, totaled $2.2 million, $0.5 million and $2.0 million in fiscal 2013, 2012 and 2011, respectively. Of the $2.2 million recorded in fiscal 2013, $1.8 million was related to an impaired tradename. All other asset impairment charges were related to store assets.

Changes to our key assumptions related to future performance, market conditions and other economic factors could result in future impairment charges for stores or other long-lived assets where the carrying amount of the assets may not be recoverable.

Goodwill and Other Intangible Assets—Goodwill and other intangible assets are initially recorded at their fair values. Trademarks, tradenames, customer relationships and other identifiable intangible assets with finite useful lives are amortized to expense over their estimated useful lives of five to 20 years using the straight-line method and are periodically evaluated for impairment. Identifiable intangible assets with an indefinite useful life, including goodwill, are not amortized but are evaluated annually as of our fiscal year end for impairment. A more frequent evaluation is performed if events or circumstances indicate that impairment could have occurred. Such events or circumstances could include, but are not limited to, significant negative industry or economic trends, unanticipated changes in the competitive environment, decisions to significantly modify or dispose of operations and a significant sustained decline in the market price of our stock.

Goodwill, which totaled $126.0 million at February 1, 2014, represents the excess cost of businesses acquired over the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed in prior business combinations. For purposes of our goodwill impairment evaluation, the reporting units are our operating brands identified in Note 15 of Notes to Consolidated Financial Statements. Goodwill has been assigned to the reporting units based on prior business combinations related to the brands. The goodwill impairment evaluation is performed in two steps. The first step is intended to determine if potential impairment exists and is performed by comparing each reporting unit's fair value to its carrying value, including goodwill. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is considered potentially impaired, and we must complete the second step of the testing to determine the amount of any impairment. The second step requires an allocation of the reporting unit's first step estimated fair value to the individual assets and liabilities of the reporting unit in the same manner as if the reporting unit was being acquired in a business combination. Any excess of the estimated fair value over the amounts allocated to the individual assets and liabilities represents the implied fair value of goodwill for the reporting unit. If the implied fair value of goodwill is less than the recorded goodwill, we would recognize an impairment charge for the difference.

In our step one process, we estimate the fair value of our reporting units using a combined income and market comparable approach. Our income approach uses projected future cash flows that are discounted using a weighted-average cost of capital analysis that reflects current market conditions. The market comparable approach primarily considers market price multiples of comparable companies and applies those price multiples to certain key drivers of the reporting unit. We engage an independent valuation firm to assist us in estimating the fair value of our reporting units.

Management judgment is a significant factor in the goodwill impairment evaluation process. The computations require management to make estimates and assumptions. Critical assumptions that are used as part of these evaluations include:

- *The potential future cash flows of the reporting unit.* The income approach relies on the timing and estimates of future cash flows. The projections use management's estimates of economic and market conditions over the projected period, including growth rates in revenue, gross margin and expense. The cash flows are based on our most recent business operating plans and various growth rates have been assumed for years beyond the current business plan period. We believe that the assumptions and rates used in our 2013 impairment evaluation are reasonable; however, variations in the assumptions and rates could result in significantly different estimates of fair value.

- *Selection of an appropriate discount rate.* The income approach requires the selection of an appropriate discount rate, which is based on a weighted-average cost of capital analysis. The discount rate is affected by changes in short-term interest rates and long-term yield as well as variances in the typical capital structure of marketplace participants. Given current economic conditions, it is possible that the discount rate will fluctuate in the near term. The weighted-average cost of capital used to discount the cash flows for our reporting units ranged from 12.5% to 14.0% for the 2013 analysis.

- *Selection of comparable companies within the industry.* For purposes of the market comparable approach, valuations were determined by calculating average price multiples of relevant key drivers from a group of companies that are comparable to the reporting units being analyzed and applying those price multiples to the key drivers of the reporting unit. While the market price multiple is not an assumption, a presumption that it provides an indicator of the value of the reporting unit is inherent in the valuation. The determination of the market comparable also involves a degree of judgment. Earnings multiples of 6.5 to 12.5 were used for the 2013 analysis for our operating brands including Men's Wearhouse, Moores, K&G, MW Cleaners, Twin Hill and our UK-based operations.

As discussed above, the fair values of reporting units in 2013 were determined using a combined income and market comparable approach. We believe these two approaches are appropriate valuation techniques and we generally weight the two values equally as an estimate of reporting unit fair value for the purposes of our impairment testing. However, we may weigh one value more heavily than the other when conditions merit doing so. The fair value derived from the weighting of these two methods provided appropriate valuations that, in aggregate, reasonably reconciled to our market capitalization, taking into account observable control premiums. Therefore, we used the valuations in evaluating goodwill for possible impairment and determined that, as of February 1, 2014, none of our goodwill was impaired.

The goodwill impairment evaluation process requires management to make estimates and assumptions with regard to the fair value of the reporting units. Actual values may differ significantly from these judgments, particularly if there are significant adverse changes in the operating environment for our reporting units. Sustained declines in our market capitalization could also increase the risk of goodwill impairment. Such occurrences could result in future goodwill impairment charges that would, in turn, negatively impact our results of operations; however, any such goodwill impairments would be non-cash charges that would not affect our cash flows or compliance with our current debt covenants.

During fiscal 2013, based on estimates provided to us by market participants during our review of strategic alternatives for the K&G brand, we concluded that the carrying value of the K&G brand exceeded its fair value. Based on further analysis, it was determined that the entire carrying value of K&G's goodwill was impaired, resulting in a non-cash pre-tax goodwill impairment charge of $9.5 million. No goodwill impairment was identified in fiscal 2012 or 2011.

Tuxedo Rental Product—The cost of our tuxedo rental product is amortized to cost of sales based on the cost of each unit rented, which is estimated based on the number of times the unit is expected to be rented and the average cost of the rental product. Lost, damaged and retired rental product is also charged to cost of sales. Tuxedo rental product is amortized to expense generally over a two to three year period. We make assumptions, based primarily on historical experience and information obtained from tuxedo rental industry sources, as to the number of times each unit can be rented. If the actual number of times a unit can be rented were to vary significantly from our estimates, it could materially affect the amount of tuxedo rental product amortization included in cost of sales.

Self-Insurance—We self-insure significant portions of our workers' compensation and employee medical costs. We estimate our liability for future payments under these programs based on historical experience and various assumptions as to participating employees, health care costs, number of claims and other factors, including industry trends and information provided to us by our insurance broker. We also use actuarial estimates. If the number of claims or the costs associated with those claims were to increase significantly over our estimates, additional charges to earnings could be necessary to cover required payments.

Income Taxes—Income taxes are accounted for using the asset and liability method. Deferred tax liabilities or assets are established for temporary differences between financial and tax reporting bases and are subsequently adjusted to reflect changes in enacted tax rates expected to be in effect when the temporary differences reverse. The deferred tax assets are reduced, if necessary, by a valuation allowance to the extent future realization of those tax benefits is uncertain.

Significant judgment is required in determining the provision for income taxes and the related taxes payable and deferred tax assets and liabilities since, in the ordinary course of business, there are transactions and calculations where the ultimate tax outcome is uncertain. Additionally, our tax returns are subject to audit by various domestic and foreign tax authorities that could result in material adjustments or differing interpretations of the tax laws. Although we believe that our estimates are reasonable and are based on the best available information at the time we prepare the provision, actual results could differ from these estimates resulting in a final tax outcome that may be materially different from that which is reflected in our consolidated financial statements.

The tax benefit from an uncertain tax position is recognized only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement. Interest and/or penalties related to uncertain tax positions are recognized in income tax expense. Significant judgment is required in determining our uncertain tax positions. We have established accruals for uncertain tax positions using our best judgment and adjust these accruals, as warranted, due to changing facts and circumstances. A change in our uncertain tax positions, in any given period, could have a significant impact on our financial position, results of operations and cash flows for that period.

Operating Leases—Our operating leases primarily relate to stores and generally contain rent escalation clauses, rent holidays, contingent rent provisions and occasionally leasehold incentives. We recognize rent expense for operating leases on a straight-line basis over the term of the lease, which is generally five to ten years based on the initial lease term plus first renewal option periods that are reasonably assured. Rent expense for stores is included in cost of sales as a part of occupancy cost and other rent is included in selling, general and administrative expenses. The lease terms commence when we take possession with the right to control use of the leased premises and, for stores, is generally 60 days prior to the date rent payments begin. Rental costs associated with ground or building operating leases that are incurred during a construction period are recognized as rental expense. Deferred rent that results from recognition of rent on a straight-line basis is included in other liabilities. Landlord incentives received for reimbursement of leasehold improvements are recorded as deferred rent and amortized as a reduction to rent expense over the term of the lease. Contingent rentals are generally based on percentages of sales and are recognized as store rent expense as they accrue.

Recent Accounting Pronouncements

We have considered all new accounting pronouncements and have concluded that there are no new pronouncements that may have a material impact on our results of operations, financial condition, or cash flows, based on current information.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Currency Risk

We are subject to exposure from fluctuations in U.S. dollar/Euro exchange rates, U.S. dollar/pound Sterling ("GBP") exchange rates and U.S. dollar/Canadian dollar ("CAD") exchange rates as a result of our direct sourcing programs and our operations in foreign countries. Our UK-based operations in particular are subject to exposure from fluctuations in U.S. dollar/GBP exchange rates as Dimensions and Alexandra sell their products and conduct their business primarily in GBP but purchase most of their merchandise in transactions paid in U.S. dollars.

As further described in Note 14 of Notes to Consolidated Financial Statements and "Management's Discussion and Analysis of Financial Information and Results of Operations—Liquidity and Capital Resources", our risk management policy is to hedge a significant portion of forecasted merchandise purchases for our direct sourcing programs that bear foreign exchange risk using foreign exchange forward contracts. We have not elected to apply hedge accounting to these transactions denominated in a foreign currency. At February 1, 2014, we had 28 contracts maturing in varying increments to purchase U.S. dollars ("USD") for an aggregate notional amount of GBP £17.5 million maturing at various dates through June 2014. For the fiscal year ended February 1, 2014, we recognized a net pre-tax loss of $0.3 million in cost of sales in the consolidated statement of earnings for our derivative financial instruments not designated as hedging instruments.

A hypothetical 10% increase or decrease in applicable February 1, 2014 forward rates could impact the fair value of the derivative financial instruments by $2.9 million. 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.

Dimensions and Alexandra, our UK-based operations, sell their products and conduct their business primarily in GBP but purchase most of their merchandise in transactions paid in USD. The exchange rate between the GBP and USD has fluctuated over the last ten years. A decline in the value of the GBP as compared to the USD will adversely impact our UK operating results as the cost of merchandise purchases will increase and the revenues and earnings of our UK operations will be reduced when they are translated to USD. Also, the value of our UK net assets in USD may decline. Dimensions and Alexandra utilize foreign currency hedging contracts as discussed above to limit exposure to changes in USD/GBP exchange rates.

Moores conducts its business in CAD. The exchange rate between CAD and USD has fluctuated over the last ten years. If the value of the CAD against the USD weakens, then the revenues and earnings of our Canadian operations will be reduced when they are translated to USD. Also, the value of our Canadian net assets in USD may decline. Moores utilizes foreign currency hedging contracts, from time to time, to limit exposure to changes in USD/CAD exchange rates.

Interest Rate Risk

We are also exposed to risk under our Credit Agreement. Interest rates under our Credit Agreement vary with the (i) adjusted LIBO rate, (ii) adjusted EURIBO rate, (iii) CDO rate, (iv) Canadian prime rate or (v) an alternate base rate (equal to the greater of the prime rate, the federal funds rate plus 0.5% or the adjusted LIBO rate for a one month period plus 1.0%). Advances under the Credit Agreement bear interest at a rate per annum using the applicable indices plus a varying interest rate margin up to 2.75%. See Note 4 of Notes to Consolidated Financial Statements. At February 1, 2014, there were no borrowings outstanding under the Credit Agreement.

In August 2013, we entered into a Term Loan due April 2018 with variable-rate interest payments (see Note 4). To minimize the impact of changes in interest rates on our interest payments, in August 2013, we entered into an interest rate swap agreement with a financial institution to swap variable-rate interest payments for fixed-rate interest payments. The interest rate swap agreement matures in April 2018 and has periodic interest settlements, both consistent with the terms of our Term Loan. We have designated the interest rate swap as a cash flow hedge of the variability of interest payments under the Term Loan due to changes in the LIBOR benchmark interest rate. Under this agreement, we receive a floating rate based on the 1-month LIBOR rate and pay a fixed rate of 3.02% (including the applicable margin of 1.75%) on the outstanding notional amount. The swap fixed rate was structured to mirror the payment terms of the Term Loan.

Our risk management policy is to hedge our exposure to fluctuations in interest rates using this swap agreement. The interest rate swap derivative financial instrument is recorded in the consolidated balance sheet at fair value which approximates the amount at which the swap could be settled using projected future interest rates as provided by counterparties. If, at any time, the swap is determined to be ineffective, in whole or in part, due to changes in the interest rate swap or underlying debt agreements, the fair value of the portion of the swap determined to be ineffective will be recognized as a gain or loss in the statement of earnings for the applicable period.

At February 1, 2014, the fair value of the interest rate swap was a liability of $0.7 million and was recorded in our consolidated balance sheet within other noncurrent liabilities with the effective portion of the loss reported as a component of accumulated other comprehensive income. There was no hedge ineffectiveness during as of February 1, 2014. Changes in fair value are reclassified from accumulated other comprehensive income into earnings in the same period that the hedged item affects earnings. Over the next 12 months, approximately $1.0 million of the effective portion of the loss is expected to be reclassified from accumulated other comprehensive income into earnings.

We also have exposure to market rate risk for changes in interest rates as those rates relate to our investment portfolio. The primary objective of our investment activities is to preserve principal while at the same time maximizing yields without significantly increasing risk. As of February 1, 2014, we have highly liquid investments classified as cash equivalents in our consolidated balance sheet. Future investment income earned on our cash equivalents will fluctuate in line with short-term interest rates.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
The Men's Wearhouse, Inc.
Houston, Texas

We have audited the accompanying consolidated balance sheets of The Men's Wearhouse, Inc. and subsidiaries (the "Company") as of February 1, 2014 and February 2, 2013, and the related consolidated statements of earnings, comprehensive income, equity, and cash flows for each of the three years in the period ended February 1, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of The Men's Wearhouse, Inc. and subsidiaries as of February 1, 2014 and February 2, 2013, and the results of their operations and their cash flows for each of the three years in the period ended February 1, 2014, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of February 1, 2014, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated April 1, 2014 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
April 1, 2014

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(In thousands, except shares)

	February 1, 2014	February 2, 2013
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 59,252	$ 156,063
Accounts receivable, net	63,153	63,010
Inventories	599,486	556,531
Other current assets	93,206	79,549
Total current assets	815,097	855,153
PROPERTY AND EQUIPMENT, AT COST:		
Land	19,229	18,524
Buildings	112,837	107,073
Leasehold improvements	467,307	439,079
Furniture, fixtures and equipment	491,948	473,450
	1,091,321	1,038,126
Less accumulated depreciation and amortization	(683,159)	(649,008)
Net property and equipment	408,162	389,118
TUXEDO RENTAL PRODUCT, net	142,816	126,825
GOODWILL	126,003	87,835
INTANGIBLE ASSETS, net	58,027	32,442
OTHER ASSETS	5,125	4,974
TOTAL ASSETS	$1,555,230	$1,496,347
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 148,762	$ 123,983
Accrued expenses and other current liabilities	175,797	164,344
Income taxes payable	730	5,856
Current maturities of long-term debt	10,000	—
Total current liabilities	335,289	294,183
LONG-TERM DEBT	87,500	—
DEFERRED TAXES AND OTHER LIABILITIES	109,292	92,929
Total liabilities	532,081	387,112
COMMITMENTS AND CONTINGENCIES		
EQUITY:		
Preferred stock, $.01 par value, 2,000,000 shares authorized, no shares issued	—	—
Common stock, $.01 par value, 100,000,000 shares authorized, 47,701,829 and 72,550,652 shares issued	476	725
Capital in excess of par	412,043	386,254
Retained earnings	572,712	1,190,246
Accumulated other comprehensive income	27,311	36,924
Treasury stock, 137,900 and 21,570,052 shares at cost	(3,407)	(517,894)
Total equity attributable to common shareholders	1,009,135	1,096,255
Non-controlling interest	14,014	12,980
Total equity	1,023,149	1,109,235
TOTAL LIABILITIES AND EQUITY	$1,555,230	$1,496,347

The accompanying notes are an integral part of these consolidated financial statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS

For the Years Ended
February 1, 2014, February 2, 2013 and January 28, 2012

(In thousands, except per share amounts)

	Fiscal Year		
	2013	2012	2011
Net sales:			
Retail clothing product	$1,667,535	$1,691,248	$1,619,671
Tuxedo rental services	411,864	406,454	376,857
Alteration and other services	147,023	151,147	142,665
Total retail sales	2,226,422	2,248,849	2,139,193
Corporate apparel clothing product sales	246,811	239,429	243,491
Total net sales	2,473,233	2,488,278	2,382,684
Cost of sales:			
Retail clothing product	741,957	756,048	723,658
Tuxedo rental services	64,308	56,567	52,621
Alteration and other services	113,729	113,846	107,836
Occupancy costs	290,896	283,382	273,300
Total retail cost of sales	1,210,890	1,209,843	1,157,415
Corporate apparel clothing product cost of sales	173,333	170,287	176,342
Total cost of sales	1,384,223	1,380,130	1,333,757
Gross margin:			
Retail clothing product	925,578	935,200	896,013
Tuxedo rental services	347,556	349,887	324,236
Alteration and other services	33,294	37,301	34,829
Occupancy costs	(290,896)	(283,382)	(273,300)
Total retail gross margin	1,015,532	1,039,006	981,778
Corporate apparel clothing product gross margin	73,478	69,142	67,149
Total gross margin	1,089,010	1,108,148	1,048,927
Goodwill impairment charge	9,501	—	—
Asset impairment charges	2,216	482	2,042
Selling, general and administrative expenses	947,665	909,098	861,453
Operating income	129,628	198,568	185,432
Interest income	385	648	424
Interest expense	(3,205)	(1,544)	(1,446)
Earnings before income taxes	126,808	197,672	184,410
Provision for income taxes	42,591	65,609	63,944
Net earnings including non-controlling interest	84,217	132,063	120,466
Net (earnings) loss attributable to non-controlling interest	(426)	(347)	135
Net earnings attributable to common shareholders	$ 83,791	$ 131,716	$ 120,601
Net earnings per common share attributable to common shareholders:			
Basic	$ 1.71	$ 2.56	$ 2.32
Diluted	$ 1.70	$ 2.55	$ 2.30
Weighted-average common shares outstanding:			
Basic	48,849	50,793	51,423
Diluted	49,162	51,026	51,692

The accompanying notes are an integral part of these consolidated financial statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

For the Years Ended
February 1, 2014, February 2, 2013 and January 28, 2012

(In thousands)

	For the Fiscal Year Ended		
	2013	2012	2011
Net earnings including non-controlling interest	$ 84,217	$ 132,063	$ 120,466
Currency translation adjustments	(8,606)	(23)	(1,551)
Unrealized loss on cash flow hedge, net of tax	(399)	—	—
Other comprehensive loss, net of tax	(9,005)	(23)	(1,551)
Comprehensive income including non-controlling interest	75,212	132,040	118,915
Comprehensive (income) loss attributable to non-controlling interest:			
Net (earnings) loss	(426)	(347)	135
Currency translation adjustments	(608)	26	106
Amounts attributable to non-controlling interest	(1,034)	(321)	241
Comprehensive income attributable to common shareholders	$ 74,178	$ 131,719	$ 119,156

The accompanying notes are an integral part of these consolidated financial statements.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EQUITY

(In thousands, except shares)

	Common Stock	Capital in Excess of Par	Retained Earnings	Accumulated Other Comprehensive Income	Treasury Stock, at Cost	Total Equity Attributable to Common Shareholders	Non-controlling Interest	Total Equity
BALANCES— January 29, 2011	710	341,663	1,002,975	38,366	(412,761)	970,953	12,900	983,853
Net earnings (loss)	—	—	120,601	—	—	120,601	(135)	120,466
Other comprehensive loss	—	—	—	(1,445)	—	(1,445)	(106)	(1,551)
Cash dividends —$0.54 per share	—	—	(28,041)	—	—	(28,041)	—	(28,041)
Share-based compensation	—	13,798	—	—	—	13,798	—	13,798
Common stock issued under share-based award plans and to stock discount plan —841,543 shares	8	8,346	—	—	—	8,354	—	8,354
Tax payments related to vested deferred stock units	—	(2,955)	—	—	—	(2,955)	—	(2,955)
Tax benefit related to share-based plans	—	1,883	—	—	—	1,883	—	1,883
Repurchases of common stock— 2,329,472 shares	—	—	—	—	(63,988)	(63,988)	—	(63,988)
BALANCES— January 28, 2012	718	362,735	1,095,535	36,921	(476,749)	1,019,160	12,659	1,031,819
Net earnings	—	—	131,716	—	—	131,716	347	132,063
Other comprehensive income (loss)	—	—	—	3	—	3	(26)	(23)
Cash dividends —$0.72 per share	—	—	(37,005)	—	—	(37,005)	—	(37,005)
Share-based compensation	—	16,515	—	—	—	16,515	—	16,515
Common stock issued under share-based award plans and to stock discount plan —722,659 shares	7	8,450	—	—	—	8,457	—	8,457
Tax payments related to vested deferred stock units	—	(4,421)	—	—	—	(4,421)	—	(4,421)
Tax benefit related to share-based plans	—	2,949	—	—	—	2,949	—	2,949
Treasury stock reissued— 6,295 shares	—	26	—	—	151	177	—	177
Repurchases of common stock —1,128,525 shares	—	—	—	—	(41,296)	(41,296)	—	(41,296)
BALANCES— February 2, 2013	725	386,254	1,190,246	36,924	(517,894)	1,096,255	12,980	1,109,235
Net earnings	—	—	83,791	—	—	83,791	426	84,217
Other comprehensive (loss) income	—	—	—	(9,613)	—	(9,613)	608	(9,005)
Cash dividends —$0.72 per share	—	—	(35,252)	—	—	(35,252)	—	(35,252)

Share-based compensation	—	17,120	—	—	—	17,120	—	17,120
Common stock issued under share-based award plans and to stock discount plan—719,551 shares	7	10,732	—	—	—	10,739	—	10,739
Tax payments related to vested deferred stock units	—	(3,865)	—	—	—	(3,865)	—	(3,865)
Tax benefit related to share-based plans	—	1,664	—	—	—	1,664	—	1,664
Treasury stock reissued—11,761 shares	—	138	—	—	287	425	—	425
Repurchases of common stock—4,147,983 shares	(27)	—	(99,973)	—	(52,129)	(152,129)	—	(152,129)
Retirement of treasury stock—22,915,087 shares	(229)	—	(566,100)	—	566,329	—	—	—
BALANCES—February 1, 2014	$ 476	$ 412,043	$ 572,712	$ 27,311	$ (3,407)	$ 1,009,135	$ 14,014	$ 1,023,149

The accompanying notes are an integral part of these consolidated financial statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended
February 1, 2014, February 2, 2013 and January 28, 2012

(In thousands)

	Fiscal Year		
	2013	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net earnings including non-controlling interest	$ 84,217	$ 132,063	$ 120,466
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	88,749	84,979	75,968
Tuxedo rental product amortization	32,266	28,315	28,858
Loss on disposition of assets	158	1,958	2,778
Goodwill impairment charge	9,501	—	—
Asset impairment charges	2,216	482	2,042
Share-based compensation	17,120	16,515	13,798
Excess tax benefits from share-based plans	(2,145)	(2,997)	(1,903)
Deferred tax provision	2,272	5,180	29,428
Deferred rent expense and other	2,884	1,030	1,084
Changes in operating assets and liabilities:			
Accounts receivable	14,517	(6,447)	3,615
Inventories	(39,342)	16,026	(86,726)
Tuxedo rental product	(50,577)	(55,281)	(39,194)
Other assets	(5,816)	(11,089)	7,088
Accounts payable, accrued expenses and other current liabilities	34,514	9,103	5,351
Income taxes payable	(2,713)	5,172	683
Other liabilities	1,109	721	(539)
Net cash provided by operating activities	188,930	225,730	162,797
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures	(108,200)	(121,433)	(91,820)
Acquisition of business, net of cash	(94,906)	—	—
Proceeds from sales of property and equipment	4,127	33	59
Investment in trademarks, tradenames and other assets	—	(2,075)	—
Net cash used in investing activities	(198,979)	(123,475)	(91,761)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of common stock	10,739	8,457	8,354
Proceeds from term loan	100,000	—	—
Payments on term loan	(2,500)	—	—
Deferred financing costs	(1,776)	—	—
Cash dividends paid	(35,549)	(37,084)	(25,098)
Tax payments related to vested deferred stock units	(3,865)	(4,421)	(2,955)
Excess tax benefits from share-based plans	2,145	2,997	1,903
Repurchases of common stock	(152,129)	(41,296)	(63,988)
Net cash used in financing activities	(82,935)	(71,347)	(81,784)
Effect of exchange rate changes	(3,827)	(151)	(317)
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(96,811)	30,757	(11,065)
Balance at beginning of period	156,063	125,306	136,371
Balance at end of period	$ 59,252	$ 156,063	$ 125,306

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

For the Years Ended
February 1, 2014, February 2, 2013 and January 28, 2012

(In thousands)

	Fiscal Year		
	2013	**2012**	**2011**
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid for:			
Interest	$ 2,338	$ 1,154	$ 1,047
Income taxes, net	$ 52,591	$ 60,437	$ 23,127
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:			
Additional capital in excess of par resulting from tax benefit related to share-based plans	$ 1,664	$ 2,949	$ 1,883
Cash dividends declared	$ 8,963	$ 9,260	$ 9,339

We had unpaid capital expenditure purchases included in accounts payable and accrued expenses and other current liabilities of approximately $10.0 million, $14.0 million and $12.7 million in fiscal 2013, 2012 and 2011, respectively. Capital expenditure purchases are recorded as cash outflows from investing activities in the consolidated statement of cash flows in the period in which they are paid.

The accompanying notes are an integral part of these consolidated financial statements.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended
February 1, 2014, February 2, 2013 and January 28, 2012

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business—The Men's Wearhouse, Inc. and its subsidiaries (the "Company") is a specialty apparel retailer offering suits, suit separates, sport coats, slacks, sportswear, outerwear, dress shirts, shoes and accessories for men and tuxedo rentals. We offer our products and services through multiple channels including The Men's Wearhouse, Men's Wearhouse and Tux, Moores Clothing for Men ("Moores"), K&G and the internet at www.menswearhouse.com. Our stores are located throughout the United States and Canada and carry a wide selection of exclusive and non-exclusive merchandise brands. In addition, we offer our customers alteration services and most of our K&G stores also offer ladies' career apparel, sportswear and accessories, including shoes, and children's apparel.

We also conduct corporate apparel and uniform operations through Twin Hill in the United States ("U.S.") and the United Kingdom ("UK") and Dimensions, Alexandra and Yaffy in the UK and, in the Houston, Texas area, we conduct retail dry cleaning, laundry and heirlooming operations through MW Cleaners. We operate two reportable segments as determined by the way we manage, evaluate and internally report our business activities: Retail and Corporate Apparel. Refer to Note 15 for further segment information.

On August 6, 2013, we acquired JA Holding, Inc. ("JA Holding"), the parent company of the American clothing brand Joseph Abboud® and a U.S. tailored clothing factory. Based on the manner in which we manage, evaluate and internally report our operations, we determined that JA Holding is a component of our Men's Wearhouse brand and therefore has been included in our retail reportable segment. Refer to Notes 2 and 15 for additional details on this acquisition and our segments.

We follow the standard fiscal year of the retail industry, which is a 52-week or 53-week period ending on the Saturday closest to January 31. The periods presented in these financial statements are the fiscal years ended February 1, 2014 ("fiscal 2013"), February 2, 2013 ("fiscal 2012") and January 28, 2012 ("fiscal 2011"). Each of these periods had 52 weeks, except for 2012, which consisted of 53 weeks.

Principles of Consolidation—The consolidated financial statements include the accounts of The Men's Wearhouse, Inc. and its subsidiaries. Intercompany accounts and transactions have been eliminated in the consolidated financial statements.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents—Cash and cash equivalents includes all cash in banks, cash on hand and all highly liquid investments with an original maturity of three months or less.

Accounts Receivable—Accounts receivable consists of our receivables from third-party credit card providers and other trade receivables, net of an allowance for uncollectible accounts of $0.8 million and $1.0 million in fiscal 2013 and 2012, respectively. Collectability is reviewed regularly and the allowance is adjusted as necessary. Our other trade receivables consist primarily of receivables from our corporate apparel segment customers.

Inventories—Inventories, which primarily consist of finished goods, are valued at the lower of cost or market. Cost is determined based on the average cost method. Our inventory cost also includes estimated buying and distribution costs (warehousing, freight, hangers and merchandising costs) associated with the inventory, with the balance of such costs included in cost of sales. Buying and distribution costs are allocated to inventory based on the ratio of annual product purchases to inventory cost. We make assumptions, based primarily on historical experience, as to items in our inventory that may be damaged, obsolete or salable only at marked down prices to reflect the market value of these items.

Property and Equipment—Property and equipment are stated at cost. Normal repairs and maintenance costs are charged to earnings as incurred and additions and major improvements are capitalized. The cost of assets retired or otherwise disposed of and the related allowances for depreciation are eliminated from the accounts in the period of disposal and the resulting gain or loss is credited or charged to earnings.

Buildings are depreciated using the straight-line method over their estimated useful lives of 10 to 25 years. Depreciation of leasehold improvements is computed on the straight-line method over the term of the lease, which is generally five to ten years based on the initial lease term plus first renewal option periods that are reasonably assured, or the useful life of the assets, whichever is shorter. Furniture, fixtures and equipment are depreciated using primarily the straight-line method over their estimated useful lives of two to 25 years.

Depreciation expense was $84.9 million, $81.7 million and $72.6 million for fiscal 2013, 2012 and 2011, respectively.

Tuxedo Rental Product—Tuxedo rental product is amortized to cost of sales based on the cost of each unit rented. The cost of each unit rented is estimated based on the number of times the unit is expected to be rented and the average cost of the rental product. Lost, damaged and retired rental product is also charged to cost of sales. Tuxedo rental product is amortized to expense generally over a two to three year period. We make assumptions, based primarily on historical experience and information obtained from tuxedo rental industry sources, as to the number of times each unit can be rented. Amortization expense was $32.3 million, $28.3 million and $28.9 million for fiscal 2013, 2012 and 2011, respectively.

Impairment of Long-Lived Assets—Long-lived assets, such as property and equipment and identifiable intangibles with finite useful lives, are periodically evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Assets are grouped and evaluated for impairment at the lowest level of which there are identifiable cash flows, which is generally at a store level. Assets are reviewed using factors including, but not limited to, our future operating plans and projected cash flows. The determination of whether impairment has occurred is based on an estimate of undiscounted future cash flows directly related to the assets, compared to the carrying value of the assets. If the sum of the undiscounted future cash flows of the assets does not exceed the carrying value of the assets, full or partial impairment may exist. If the asset carrying amount exceeds its fair value, an impairment charge is recognized in the amount by which the carrying amount exceeds the fair value of the asset. Fair value is determined using an income approach, which requires discounting the estimated future cash flows associated with the asset. Estimating future cash flows requires management to make assumptions and to apply judgment, including forecasting future sales, costs and useful lives of assets. Significant judgment is also involved in selecting the appropriate discount rate to be applied in determining the estimated fair value of an asset. Changes to our key assumptions related to future performance, market conditions and other economic factors can significantly affect our impairment evaluation. For example, unanticipated longer-term adverse market conditions can cause individual stores to become unprofitable and can result in an impairment charge for the property and equipment assets in those stores.

Pre-tax non-cash asset impairment charges, which were all related to the retail segment, totaled $2.2 million, $0.5 million and $2.0 million in fiscal 2013, 2012 and 2011, respectively. Of the $2.2 million recorded in fiscal 2013, $1.8 million was related to an impaired tradename. All other asset impairment charges were related to store assets

Changes to our key assumptions related to future performance, market conditions and other economic factors could result in future impairment charges for stores or other long-lived assets where the carrying amount of the assets may not be recoverable.

Goodwill and Other Intangible Assets—Goodwill and other intangible assets are initially recorded at their fair values. Trademarks, tradenames, customer relationships and other identifiable intangible assets with finite useful lives are amortized to expense over their estimated useful lives of five to 20 years using the straight-line method and are periodically evaluated for impairment as discussed in the "*Impairment of Long-Lived Assets*" section above. Identifiable intangible assets with an indefinite useful life, including goodwill, are not amortized but are evaluated annually as of our fiscal year end for impairment. A more frequent evaluation is performed if events or circumstances indicate that impairment could have occurred. Such events or circumstances could include, but are not limited to, significant negative industry or economic trends, unanticipated changes in the competitive environment, decisions to significantly modify or dispose of operations and a significant sustained decline in the market price of our stock.

During the second quarter of fiscal 2013, based on estimates provided to us by market participants during our review of strategic alternatives for the K&G brand, we concluded that the carrying value of the K&G brand exceeded its fair value. Based on further analysis, it was determined that the entire carrying value of K&G's goodwill was impaired, resulting in a non-cash pre-tax goodwill impairment charge of $9.5 million.

Goodwill, which totaled $126.0 million at February 1, 2014, represents the excess cost of businesses acquired over the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed in prior business combinations. For purposes of our goodwill impairment evaluation, the reporting units are our operating brands identified in Note 15. Goodwill has been assigned to the reporting units based on prior business combinations related to the brands. The goodwill impairment evaluation is performed in two steps. The first step is intended to determine if potential impairment exists and is performed by comparing each reporting unit's fair value to its carrying value, including goodwill. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is considered potentially impaired, and we must complete the second step of the testing to determine the amount of any impairment. The second step requires an allocation of the reporting unit's first step estimated fair value to the individual assets and liabilities of the reporting unit in the same manner as if the reporting unit was being acquired in a business combination. Any excess of the estimated fair value over the amounts allocated to the individual assets and liabilities represents the implied fair value of goodwill for the reporting unit. If the implied fair value of goodwill is less than the recorded goodwill, we would recognize an impairment charge for the difference.

In our step one process, we estimate the fair value of our reporting units using a combined income and market comparable approach. Our income approach uses projected future cash flows that are discounted using a weighted-average cost of capital analysis that reflects current market conditions. The market comparable approach primarily considers market price multiples of comparable companies and applies those price multiples to certain key drivers of the reporting unit. We engage an independent valuation firm to assist us in estimating the fair value of our reporting units.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Management judgment is a significant factor in the goodwill impairment evaluation process. The computations require management to make estimates and assumptions. Critical assumptions that are used as part of these evaluations include:

- *The potential future cash flows of the reporting unit.* The income approach relies on the timing and estimates of future cash flows. The projections use management's estimates of economic and market conditions over the projected period, including growth rates in revenue, gross margin and expense. The cash flows are based on our most recent business operating plans and various growth rates have been assumed for years beyond the current business plan period. We believe that the assumptions and rates used in our 2013 impairment evaluation are reasonable; however, variations in the assumptions and rates could result in significantly different estimates of fair value.

- *Selection of an appropriate discount rate.* The income approach requires the selection of an appropriate discount rate, which is based on a weighted-average cost of capital analysis. The discount rate is affected by changes in short-term interest rates and long-term yield as well as variances in the typical capital structure of marketplace participants. Given current economic conditions, it is possible that the discount rate will fluctuate in the near term. The weighted-average cost of capital used to discount the cash flows for our reporting units ranged from 12.5% to 14.0% for the 2013 analysis.

- *Selection of comparable companies within the industry.* For purposes of the market comparable approach, valuations were determined by calculating average price multiples of relevant key drivers from a group of companies that are comparable to the reporting units being analyzed and applying those price multiples to the key drivers of the reporting unit. While the market price multiple is not an assumption, a presumption that it provides an indicator of the value of the reporting unit is inherent in the valuation. The determination of the market comparable also involves a degree of judgment. Earnings multiples of 6.5 to 12.5 were used for the 2013 analysis for our operating brands including Men's Wearhouse, Moores, K&G, MW Cleaners, Twin Hill and our UK-based operations.

As discussed above, the fair values of reporting units in 2013 were determined using a combined income and market comparable approach. We believe these two approaches are appropriate valuation techniques and we generally weight the two values equally as an estimate of reporting unit fair value for the purposes of our impairment testing. However, we may weigh one value more heavily than the other when conditions merit doing so. The fair value derived from the weighting of these two methods provided appropriate valuations that, in aggregate, reasonably reconciled to our market capitalization, taking into account observable control premiums. Therefore, we used the valuations in evaluating goodwill for possible impairment and determined that, as of February 1, 2014, none of our goodwill was impaired.

The goodwill impairment evaluation process requires management to make estimates and assumptions with regard to the fair value of the reporting units. Actual values may differ significantly from these judgments, particularly if there are significant adverse changes in the operating environment for our reporting units. Sustained declines in our market capitalization could also increase the risk of goodwill impairment. Such occurrences could result in future goodwill impairment charges that would, in turn, negatively impact our results of operations; however, any such goodwill impairments would be non-cash charges that would not affect our cash flows or compliance with our current debt covenants.

Derivative Financial Instruments—Derivative financial instruments are recorded in the consolidated balance sheet at fair value as other current assets or accrued expenses and other current liabilities. We elected not to apply hedge accounting to our derivative financial instruments used for foreign currency hedging purposes. The gain or loss on our foreign currency derivative financial instruments is recorded in cost of sales in the consolidated statements of earnings. However, we have elected to apply hedge accounting treatment to our interest rate swap derivative instrument as a cash flow hedge with any gains or losses being recognized as a component of other comprehensive income. Refer to Note 14 for further information regarding our derivative instruments.

Self-Insurance—We self-insure significant portions of our workers' compensation and employee medical costs. We estimate our liability for future payments under these programs based on historical experience and various assumptions as to participating employees, health care costs, number of claims and other factors, including industry trends and information provided to us by our insurance broker. We also use actuarial estimates. If the number of claims or the costs associated with those claims were to increase significantly over our estimates, additional charges to earnings could be necessary to cover required payments.

Sabbatical Leave—We recognize compensation expense associated with a sabbatical leave or other similar benefit arrangement over the requisite service period during which an employee earns the benefit. The accrued liability for sabbatical leave, which is included in accrued expenses and other current liabilities in the consolidated balance sheets, was $11.3 million and $11.7 million as of fiscal 2013 and 2012, respectively.

Income Taxes—Income taxes are accounted for using the asset and liability method. Deferred tax liabilities or assets are established for temporary differences between financial and tax reporting bases and subsequently adjusted to reflect changes in enacted tax rates expected to be in effect when the temporary differences reverse. The deferred tax assets are reduced, if necessary, by a valuation allowance to the extent future realization of those tax benefits is uncertain.

The tax benefit from an uncertain tax position is recognized only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement. Interest and/or penalties related to uncertain tax positions are recognized in income tax expense. See Note 5 for further information regarding income taxes.

Revenue Recognition—Clothing product revenue is recognized at the time of sale and delivery of merchandise, net of actual sales returns and a provision for estimated sales returns, and excludes sales taxes. Revenues from tuxedo rental, alteration and other services are recognized upon completion of the services.

We present all non-income government-assessed taxes (sales, use and value added taxes) collected from our customers and remitted to governmental agencies on a net basis (excluded from net sales) in our consolidated financial statements. The government-assessed taxes are recorded in accrued expenses and other current liabilities until they are remitted to the government agency.

Gift Cards and Gift Card Breakage—Proceeds from the sale of gift cards are recorded as a liability and are recognized as net sales from products and services when the cards are redeemed. Our gift cards are issued by an unrelated third party and do not have expiration dates. We recognize income from breakage of gift cards when the likelihood of redemption of the gift card is remote. We determine our gift card breakage rate based upon historical redemption patterns. Based on this historical information, the likelihood of a gift card remaining unredeemed can be determined 36 months after the gift card is issued. At that time, breakage income is recognized for those cards for which the likelihood of redemption is deemed to be remote and for which there is no legal obligation for us to remit the value of such unredeemed gift cards to any relevant jurisdictions. Gift card breakage income is recorded as other operating income and is classified as a reduction of selling, general and administrative expenses ("SG&A") in our consolidated statement of earnings. Pre-tax breakage income of $1.3 million, $1.5 million and $1.4 million was recognized during fiscal 2013, 2012 and 2011, respectively. Gift card breakage estimates are reviewed on a quarterly basis.

Loyalty Program—We maintain a customer loyalty program in our Men's Wearhouse, Men's Wearhouse and Tux and Moores stores in which customers receive points for purchases. Points are equivalent to dollars spent on a one-to-one basis, excluding any sales tax dollars. Upon reaching 500 points, customers are issued a $50 rewards certificate which they may redeem for purchases at our Men's Wearhouse, Men's Wearhouse and Tux or Moores stores or online at www.menswearhouse.com. Generally, reward certificates earned must be redeemed no later than six months from the date of issuance. We accrue the estimated costs of the anticipated certificate redemptions when the certificates are issued and charge such costs to cost of goods sold. Redeemed certificates are recorded as markdowns when redeemed and no revenue is recognized for the redeemed certificate amounts. The estimate of costs associated with the loyalty program requires us to make assumptions related to the cost of product or services to be provided to customers when the certificates are redeemed as well as redemption rates. The accrued liability for loyalty program reward certificates, which is included in accrued expenses and other current liabilities in the consolidated balance sheets, was $6.3 million and $6.9 million as of fiscal 2013 and 2012, respectively.

Vendor Allowances—Vendor allowances received are recognized as a reduction of the cost of the merchandise purchased.

Shipping and Handling Costs—All shipping and handling costs for product sold are recognized as cost of goods sold.

Operating Leases—Operating leases relate primarily to stores and generally contain rent escalation clauses, rent holidays, contingent rent provisions and occasionally leasehold incentives. Rent expense for operating leases is recognized on a straight-line basis over the term of the lease, which is generally five to ten years based on the initial lease term plus first renewal option periods that are reasonably assured. Rent expense for stores is included in cost of sales as a part of occupancy cost and other rent is included in SG&A expenses. The lease terms commence when we take possession with the right to control use of the leased premises and, for stores, is generally 60 days prior to the date rent payments begin. Rental costs associated with ground or building operating leases that are incurred during a construction period are recognized as rental expense.

Deferred rent that results from recognition of rent expense on a straight-line basis is included in other liabilities. Landlord incentives received for reimbursement of leasehold improvements are recorded as deferred rent and amortized as a reduction to rent expense over the term of the lease. Contingent rentals are generally based on percentages of sales and are recognized as store rent expense as they accrue.

Advertising—Advertising costs are expensed as incurred or, in the case of media production costs, when the commercial first airs. Advertising expenses were $101.1 million, $94.4 million and $84.4 million in fiscal 2013, 2012 and 2011, respectively.

New Store Costs—Promotion and other costs associated with the opening of new stores are expensed as incurred.

Store Closures and Relocations—Costs associated with store closures or relocations are charged to expense when the liability is incurred. When we close or relocate a store, we record a liability for the present value of estimated unrecoverable cost, which is substantially made up of the remaining net lease obligation.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Share-Based Compensation—In recognizing share-based compensation, we follow the provisions of the authoritative guidance regarding share-based awards. This guidance establishes fair value as the measurement objective in accounting for stock awards and requires the application of a fair value based measurement method in accounting for compensation cost, which is recognized over the requisite service period.

We use the Black-Scholes option pricing model to estimate the fair value of stock options on the date of grant. The fair value of restricted stock and deferred stock units ("DSUs") is determined based on the number of shares granted and the quoted closing price of our common stock on the date of grant. The value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service period. Compensation expense for performance-based awards is recorded based on the amount of the award ultimately expected to vest and the level and likelihood of the performance condition to be met. For grants that are subject to graded vesting over a service period, we recognize expense on a straight-line basis over the requisite service period for the entire award.

Share-based compensation expense recognized for fiscal 2013, 2012 and 2011 was $17.1 million, $16.5 million and $13.8 million, respectively. Total income tax benefit recognized in net earnings for share-based compensation arrangements was $6.6 million, $6.4 million and $5.4 million for fiscal 2013, 2012 and 2011, respectively. Refer to Note 10 for additional disclosures regarding share-based compensation.

Foreign Currency Translation—Assets and liabilities of foreign subsidiaries are translated into U.S. dollars at the exchange rates in effect at each balance sheet date. Equity is translated at applicable historical exchange rates. Income, expense and cash flow items are translated at average exchange rates during the year. Resulting translation adjustments are reported as a separate component of comprehensive income.

Comprehensive Income—Comprehensive income includes all changes in equity during the period presented that result from transactions and other economic events other than transactions with shareholders. We present comprehensive income in a separate statement in the accompanying financial statements.

Non-controlling Interest—Non-controlling interest in our consolidated balance sheets represents the proportionate share of equity attributable to the minority shareholders of our consolidated UK subsidiaries. Non-controlling interest is adjusted each period to reflect the allocation of comprehensive income to or the absorption of comprehensive losses by the non-controlling interest.

Earnings per share—We calculate earnings per common share attributable to common shareholders using the two-class method in accordance with the guidance for determining whether instruments granted in share-based payment transactions are participating securities, which provides that unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and shall be included in the computation of earnings per common share attributable to common shareholders pursuant to the two-class method. Refer to Note 3 for disclosures regarding earnings per common share attributable to common shareholders.

Treasury stock—Treasury stock purchases are accounted for under the cost method whereby the entire cost of the acquired stock is recorded as treasury stock. Gains and losses on the subsequent reissuance of shares are credited or charged to capital in excess of par value using the average-cost method. Upon retirement of treasury stock, the amounts in excess of par value are charged entirely to retained earnings. Refer to Note 9 for disclosures regarding our stock repurchases and retirement of treasury stock.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Recent Accounting Pronouncements—We have considered all new accounting pronouncements and have concluded that there are no new pronouncements that may have a material impact on our results of operations, financial condition, or cash flows, based on current information.

2. ACQUISITION

On August 6, 2013, we acquired all of the outstanding common stock of JA Holding, the parent company of the American clothing brand Joseph Abboud® and a U.S. tailored clothing factory, for $97.5 million in cash consideration, subject to certain adjustments. The total net cash consideration after these adjustments was $94.9 million. The cash paid at closing was funded by $100.0 million borrowed under the term loan provision of our Credit Agreement (see Note 4). Acquisition and integration costs of $6.7 million during fiscal 2013 are included in the consolidated statement of earnings within SG&A expenses.

The following table summarizes the fair values of the identifiable assets acquired and liabilities assumed in the JA Holding acquisition (amounts in millions).

Accounts receivable	$ 12.8
Inventories	6.5
Other assets	3.1
Property and equipment	7.3
Goodwill	49.3
Tradename	30.0
Accounts payable, accrued expenses and other current liabilities	(7.2)
Other liabilities	(6.9)
Total purchase price	$ 94.9

Goodwill is calculated as the excess of the purchase price over the net assets acquired. The acquisition resulted in goodwill primarily related to growth opportunities as we believe this transaction will accelerate our strategy of offering exclusive brands with broad appeal at attractive prices. All of the goodwill has been assigned to our retail reportable segment and is non-deductible for tax purposes. Acquired intangible assets consist of the Joseph Abboud tradename which is not subject to amortization but will be evaluated at least annually for impairment.

The results of operations for JA Holding are included in the consolidated statements of earnings beginning on August 6, 2013 and were not significant to our consolidated results. The impact of the acquisition on our results of operations, as if the acquisition had been completed as of the beginning of the periods presented, is not significant.

3. EARNINGS PER SHARE

Basic earnings per common share attributable to common shareholders is determined using the two-class method and is computed by dividing net earnings attributable to common shareholders by the weighted-average common shares outstanding during the period. Diluted earnings per common share attributable to common shareholders reflects the more dilutive earnings per common share amount calculated using the treasury stock method or the two-class method.

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

	Fiscal Year		
	2013	2012	2011
Numerator			
Total net earnings attributable to common shareholders	$ 83,791	$ 131,716	$ 120,601
Net earnings allocated to participating securities (restricted stock and deferred stock units)	(442)	(1,559)	(1,479)
Net earnings attributable to common shareholders	$ 83,349	$ 130,157	$ 119,122
Denominator			
Basic weighted-average common shares outstanding	48,849	50,793	51,423
Dilutive effect of share-based awards	313	233	269
Diluted weighted-average common shares outstanding	49,162	51,026	51,692
Net earnings per common share attributable to common shareholders:			
Basic	$ 1.71	$ 2.56	$ 2.32
Diluted	$ 1.70	$ 2.55	$ 2.30

For fiscal 2013, 2012, and 2011, 0.2, 0.3 and 0.4 million anti-dilutive shares of common stock were excluded from the calculation of diluted earnings per common share attributable to common shareholders, respectively.

4. DEBT

On April 12, 2013, we entered into a Third Amended and Restated Credit Agreement (the "Credit Agreement") with a group of banks to amend and restate our existing credit facility, which provided us with a revolving credit facility that was scheduled to mature on January 26, 2016.

On August 6, 2013, we borrowed $100.0 million under the term loan provision of our Credit Agreement (the "Term Loan"), which will be repaid over five years, with 10% payable annually in quarterly installments and the remainder due at maturity. Principal payments related to the Term Loan will be $10.0 million for each of the fiscal years 2014, 2015, 2016 and 2017 and $57.5 million for fiscal year 2018. The interest rate on the Term Loan is based on the monthly LIBOR rate plus 1.75%. In conjunction with the Term Loan, we also entered into an interest rate swap, in which the variable rate payments due under the Term Loan were exchanged for a fixed rate of 1.27%, resulting in a combined interest rate of 3.02%. As of February 1, 2014, there was $97.5 million outstanding under the Term Loan.

The Credit Agreement provides for a senior revolving credit facility of $300.0 million, with possible future increases to $450.0 million under an expansion feature, which matures on April 12, 2018. The Credit Agreement is secured by the stock of certain of our subsidiaries. The Credit Agreement has several borrowing and interest rate options including the following indices: (i) adjusted LIBO rate, (ii) adjusted EURIBO rate, (iii) CDOR rate, (iv) Canadian prime rate or (v) an alternate base rate (equal to the greater of the prime rate, the federal funds rate plus 0.5% or the adjusted LIBO rate for a one-month period plus 1.0%). Advances under the Credit Agreement bear interest at a rate per annum using the applicable indices plus a varying interest rate margin of up to 2.50%. The Credit Agreement also provides for fees applicable to amounts available to be drawn under outstanding letters of credit which range from 1.75% to 2.50%, and a fee on unused commitments which ranges from 0.35% to 0.50%. As of February 1, 2014, there were no borrowings outstanding under the senior revolving credit facility.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain certain financial ratios. The restrictive provisions in the Credit Agreement reflect an overall covenant structure that is generally representative of a commercial loan made to an investment-grade company.

We utilize letters of credit primarily to secure inventory purchases and as collateral for workers compensation claims. At February 1, 2014, letters of credit totaling approximately $19.2 million were issued and outstanding. Borrowings available under our Credit Agreement at February 1, 2014 were $280.8 million.

5. INCOME TAXES

Earnings before income taxes (in thousands):

	Fiscal Year		
	2013	2012	2011
United States	$ 82,061	$ 143,215	$ 133,405
Foreign	44,747	54,457	51,005
Total	$ 126,808	$ 197,672	$ 184,410

The provision for income taxes consists of the following (in thousands):

	Fiscal Year		
	2013	2012	2011
Current tax expense:			
Federal	$ 27,438	$ 41,107	$ 24,087
State	3,434	5,430	4,780
Foreign	9,447	13,892	5,649
Deferred tax expense (benefit):			
Federal and state	961	5,739	20,864
Foreign	1,311	(559)	8,564
Total	$ 42,591	$ 65,609	$ 63,944

No provision for U.S. income taxes or Canadian withholding taxes has been made on the cumulative undistributed earnings of foreign companies (approximately $249.3 million at February 1, 2014) because we intend to reinvest permanently outside of the U.S. The potential deferred tax liability associated with these earnings, net of foreign tax credits associated with the earnings, is estimated to be $44.9 million.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

A reconciliation of the statutory federal income tax rate to our effective tax rate is as follows:

	Fiscal Year		
	2013	2012	2011
Federal statutory rate	35.0%	35.0%	35.0%
State income taxes, net of federal benefit	2.7	2.9	3.1
Net change in tax accruals	0.1	(0.2)	(0.2)
Foreign tax rate differential	(3.2)	(2.3)	(1.5)
Amortizable tax goodwill	(1.4)	(0.9)	(1.0)
Valuation allowance	0.4	0.3	—
Other	—	(1.6)	(0.7)
	33.6%	33.2%	34.7%

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income, and projections for future taxable income over the periods for which the deferred tax assets are deductible, management believes, as of February 1, 2014, it is more likely than not that we will realize the benefits of the deferred tax assets, except as discussed below.

At February 1, 2014, we had net deferred tax liabilities of $14.4 million with $33.1 million classified as other current assets, $0.6 million classified as other non-current assets, and $48.1 million classified as other non-current liabilities. At February 2, 2013, we had net deferred tax liabilities of $7.0 million with $26.6 million classified as other current assets, $1.8 million classified as other non-current assets, and $35.4 million classified as other non-current liabilities. A valuation allowance of $1.2 million included in net deferred tax assets at February 1, 2014 is based on our assumptions about our ability to utilize foreign tax credits carryforwards and state net operating loss ("NOL") carryforwards before such carryforwards expire.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Total deferred tax assets and liabilities and the related temporary differences as of February 1, 2014 and February 2, 2013 were as follows (in thousands):

	February 1, 2014	February 2, 2013
Deferred tax assets:		
Accrued rent and other expenses	$ 43,731	$ 37,314
Accrued compensation	21,457	20,602
Accrued inventory markdowns	2,471	2,541
Deferred intercompany profits	—	918
Other	2,013	38
Tax loss and other carryforwards	12,093	13,938
Total deferred tax assets	81,765	75,351
Valuation allowance	(1,177)	(555)
Net deferred tax assets	80,588	74,796
Deferred tax liabilities:		
Property and equipment	(73,401)	(62,939)
Capitalized inventory costs	(4,557)	(4,819)
Intangibles	(17,073)	(14,021)
Total deferred tax liabilities	(95,031)	(81,779)
Net deferred tax liabilities	$ (14,443)	$ (6,983)

In accordance with the guidance regarding accounting for uncertainty in income taxes, we classify uncertain tax positions as non-current income tax liabilities unless expected to be paid within one year and recognize interest and/or penalties related to income tax matters in income tax expense. As of February 1, 2014 and February 2, 2013, the total amount of accrued interest related to uncertain tax positions was $0.7 million and $0.9 million, respectively. Amounts charged to income tax expense for interest and/or penalties related to income tax matters were $0.1 million, $0.2 million and $0.3 million in fiscal 2013, 2012 and 2011, respectively.

The following table summarizes the activity related to our unrecognized tax benefits (in thousands):

	February 1, 2014	February 2, 2013
Gross unrecognized tax benefits, beginning balance	$ 3,917	$ 4,346
Increase in tax positions for prior years	245	621
Decrease in tax positions for prior years	(7)	(417)
Increase in tax positions for current year	212	539
Decrease in tax positions for current year	—	—
Settlements	(1,052)	(358)
Lapse from statute of limitations	(385)	(814)
Gross unrecognized tax benefits, ending balance	$ 2,930	$ 3,917

Of the $2.9 million in unrecognized tax benefits as of February 1, 2014, $2.5 million, if recognized, would reduce our income tax expense and effective tax rate. We do not expect material changes in the total amount of unrecognized tax benefits within the next 12 months, but the outcome of tax matters is uncertain and unforeseen results can occur.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

We are subject to routine compliance examinations on tax matters by various tax jurisdictions in the ordinary course of business. Tax years 2007 through 2013 are open to such examinations. Our tax jurisdictions include the United States, Canada, the United Kingdom, The Netherlands and France as well as their states, provinces and other political subdivisions. A U.S. federal examination and a number of U.S. state examinations are ongoing.

At February 1, 2014, we had federal, state and foreign NOL carryforwards of approximately $25.5 million, $16.8 million and $6.2 million, respectively. The federal and state NOLs will expire between fiscal 2016 and 2032; the $6.2 million of foreign NOLs can be carried forward indefinitely. We also had $0.8 million of foreign tax credit carryforwards at February 1, 2014 which will expire in 2019.

6. OTHER CURRENT ASSETS, ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES AND DEFERRED TAXES AND OTHER LIABILITIES

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

	February 1, 2014	February 2, 2013
Prepaid expenses	$ 33,747	$ 35,403
Current deferred tax assets	33,148	26,607
Tax receivable	17,276	8,040
Other	9,035	9,499
Total other current assets	$ 93,206	$ 79,549

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

	February 1, 2014	February 2, 2013
Accrued salary, bonus, sabbatical, vacation and other benefits	$ 58,127	$ 55,555
Customer deposits, prepayments and refunds payable	22,617	20,276
Accrued workers compensation and medical costs	22,055	19,146
Sales, value added, payroll, property and other taxes payable	19,184	23,801
Unredeemed gift certificates	15,589	15,535
Accrued strategic professional fees	9,338	—
Cash dividends declared	8,963	9,260
Loyalty program reward certificates	6,321	6,930
Other	13,603	13,841
Total accrued expenses and other current liabilities	$ 175,797	$ 164,344

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

	February 1, 2014	February 2, 2013
Deferred rent and landlord incentives	$ 55,923	$ 52,814
Non-current deferred and other income tax liabilities	51,604	38,810
Other	1,765	1,305
Total deferred taxes and other liabilities	$ 109,292	$ 92,929

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. ACCUMULATED OTHER COMPREHENSIVE INCOME

The following table summarizes the components of accumulated other comprehensive income during fiscal 2013, 2012 and 2011 (in thousands and net of tax).

	Foreign Currency Translation	Interest Rate Swap	Total
BALANCE—January 29, 2011	$ 38,366	$ —	$ 38,366
Other comprehensive loss before reclassifications	(1,551)	—	(1,551)
Other comprehensive loss attributable to non-controlling interest	106	—	106
Net other comprehensive loss	(1,445)	—	(1,445)
BALANCE—January 28, 2012	36,921	—	36,921
Other comprehensive loss before reclassifications	(23)	—	(23)
Other comprehensive loss attributable to non-controlling interest	26	—	26
Net other comprehensive income	3	—	3
BALANCE—February 2, 2013	36,924	—	36,924
Other comprehensive loss before reclassifications	(8,606)	(728)	(9,334)
Other comprehensive income attributable to non-controlling interest	(608)	—	(608)
Amounts reclassified from accumulated other comprehensive income	—	329	329
Net other comprehensive loss	(9,214)	(399)	(9,613)
BALANCE—February 1, 2014	$ 27,710	$ (399)	$ 27,311

8. DIVIDENDS

Cash dividends paid were approximately $35.5 million, $37.1 million and $25.1 million during fiscal 2013, 2012 and 2011, respectively. In fiscal 2013 and 2012, a dividend of $0.18 per share was declared in the first, second, third and fourth quarters, for an annual dividend of $0.72 per share, respectively. In fiscal 2011, a dividend of $0.12 per share was declared in the first, second and third quarters and a dividend of $0.18 per share was declared in the fourth quarter, for an annual dividend of $0.54 per share.

The cash dividend of $0.18 per share declared by our Board of Directors (the "Board") in January 2014 is payable on March 28, 2014 to shareholders of record on March 18, 2014. The dividend payout is approximately $9.0 million and is included in accrued expenses and other current liabilities on the consolidated balance sheet as of February 1, 2014.

9. SHARE REPURCHASES AND TREASURY STOCK

In March 2013, the Board approved a $200.0 million share repurchase program for our common stock. This approval amended and replaced our existing $150.0 million share repurchase program authorized by the Board in January 2011, which had a remaining authorization of $45.2 million at the time of amendment.

In July 2013, we entered into an accelerated share repurchase agreement ("ASR Agreement") with J.P. Morgan Securities LLC ("JPMorgan"), as agent for JPMorgan Chase Bank, National Association, London Branch, to purchase $100.0 million of our common stock. In July, we paid $100.0 million to JPMorgan and received an initial delivery of 2,197,518 shares. The value of the initial shares received was approximately $85.0 million, reflecting a $38.68 price per share. In September 2013, JPMorgan delivered an additional 455,769 shares valued at approximately $15.0 million, reflecting a $32.91 price per share. All repurchased shares under the ASR Agreement were immediately retired.

In addition to the ASR Agreement, during fiscal 2013, 1,489,318 shares at a cost of $52.0 million were repurchased in open market transactions at an average price per share of $34.89 under the Board's March 2013 authorization. At February 1, 2014, the remaining balance available under the Board's March 2013 authorization was $48.0 million.

During fiscal 2012, 1,121,484 shares at a cost of $41.0 million were repurchased at an average price per share of $36.59 under the Board's January 2011 authorization. During fiscal 2011, 2,322,340 shares at a cost of $63.8 million were repurchased at an average price per share of $27.47 under the Board's January 2011 authorization.

During fiscal 2013, 2012 and 2011, 5,378 shares, 7,041 shares and 7,132 shares, respectively, at a cost of $0.2 million, $0.3 million and $0.2 million, respectively, were repurchased at an average price per share of $30.03, $37.28 and $27.77, respectively, in private transactions to satisfy minimum tax withholding obligations arising upon the vesting of certain restricted stock.

The following table summarizes our common stock repurchases during fiscal 2013, 2012 and 2011 (in thousands, except share data and average price per share):

	Fiscal Year		
	2013	2012	2011
Shares repurchased	4,147,983	1,128,525	2,329,472
Total costs	$ 152,129	$ 41,296	$ 63,988
Average price per share	$ 36.68	$ 36.59	$ 27.47

The following table shows the change in our treasury shares during fiscal 2013 and 2012:

	Treasury Shares
Balance, January 28, 2012	20,447,822
Purchases of common stock	1,128,525
Reissuance of common stock	(6,295)
Balance, February 2, 2013	21,570,052
Purchases of common stock	1,494,696
Retirement of common stock	(22,915,087)
Reissuance of common stock	(11,761)
Balance, February 1, 2014	137,900

The total cost of the 137,900 shares of treasury stock held at February 1, 2014 was $3.4 million or an average price of $24.71 per share. The total cost of the 21,570,052 shares of treasury stock held at February 2, 2013 was $517.9 million or an average price of $24.01 per share.

For fiscal 2013 and 2012, 11,761 treasury shares and 6,295 treasury shares, respectively, of our common stock were reissued pursuant to a two-year services agreement with an unrelated third party. The fair value of the common stock issued during fiscal 2013 and 2012 was approximately $0.4 million and $0.2 million, respectively.

In December 2013, we retired 22.9 million shares of our treasury stock, which had no impact on total stockholders' equity.

10. EQUITY AND SHARE-BASED COMPENSATION PLANS

Shareholder Rights Plan

On October 9, 2013, the Board declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of our common stock. The dividend was payable on October 21, 2013 (the "Record Date") to shareholders of record as of the close of business on that date. Each Right entitles the registered holder to purchase from the Company one one-thousandth of a share of Series A Junior Participating Preferred Stock, par value $0.01 per share (the "Preferred Shares"), of the Company at a price of $160.00 per one-thousandth of a Preferred Share, subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the "Rights Agreement") dated as of October 10, 2013. The Rights become exercisable in the event any person or group acquires 10% (or 15% in the case of a passive institutional investor) or more of our common stock or following the commencement of, or announcement of an intention to make, a tender offer or exchange offer of the Company's common stock, and until such time are inseparable from and trade with the Company's common stock. The Rights Agreement expires on September 30, 2014 unless the Rights are earlier redeemed or exchanged by the Company. No Rights were exercised as of February 1, 2014.

Preferred Stock

Our Board is authorized to issue up to 2,000,000 shares of preferred stock and to determine the dividend rights and terms, redemption rights and terms, liquidation preferences, conversion rights, voting rights and sinking fund provisions of those shares without any further vote or act by Company shareholders. There was no issued preferred stock as of February 1, 2014 and February 2, 2013, respectively.

Stock Plans

We have adopted the 2004 Long-Term Incentive Plan ("2004 Plan") which, as amended, provides for an aggregate of up to 4,610,059 shares of our common stock (or the fair market value thereof) with respect to which stock options, stock appreciation rights, restricted stock, DSUs and performance based awards may be granted to full-time key employees and to non-employee directors of the Company. During fiscal 2013, our shareholders approved an amendment to the 2004 Plan extending its termination date to March 29, 2024. Under the 2004 Plan, the vesting, transferability restrictions and other applicable provisions of any stock options, stock appreciation rights, restricted stock, DSUs or performance based awards are determined by the Compensation Committee of the Board of Directors or, in the case of awards to non-employee directors, the Board of Directors of the Company.

In addition, we continue to administer the 1996 Long-Term Incentive Plan ("1996 Plan") and the Non-Employee Director Stock Option Plan ("Director Plan") as a result of awards which remain outstanding pursuant to such plans. No awards have been available for grant under the 1996 Plan and the Director Plan since April 2011 and February 2012, respectively.

Options granted under these plans vest annually in varying increments over a period from one to ten years and must be exercised within ten years of the date of grant. Grants of DSUs or restricted stock generally vest over a period from one to three years; however, certain grants vest annually at varying increments over a period up to ten years.

As of February 1, 2014, 1,465,820 shares were available for grant under the 2004 Plan and 2,848,329 shares of common stock were reserved for future issuance under the existing plans.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Non-Vested Deferred Stock Units and Restricted Stock Shares

The following table summarizes DSU activity during fiscal 2013:

	Shares		Weighted-Average Grant-Date Fair Value	
	Time-Based	Performance-Based	Time-Based	Performance-Based
Non-Vested at February 2, 2013	471,369	—	$ 36.22	$ —
Granted	461,821	97,668	33.30	33.09
Vested[1]	(325,763)	—	38.19	—
Forfeited	(34,385)	(15,110)	32.85	33.09
Non-Vested at February 1, 2014	573,042	82,558	$ 32.95	$ 33.09

(1) Includes 110,740 shares relinquished for tax payments related to vested DSUs in fiscal 2013.

The following table summarizes additional information about DSUs:

	Fiscal Year		
	2013	2012	2011
DSUs issued	559,489	350,284	470,999
Weighted average grant date fair value	$ 33.26	$ 39.37	$ 28.65
Fair value of shares vested (in millions)	$ 12.4	$ 10.7	$ 8.2

As of February 1, 2014, the intrinsic value of non-vested DSUs was $31.5 million.

On April 3, 2013, our Board approved a change in the form of award agreements to be issued for grants of DSUs to participants under our 2004 Long-Term Incentive Plan. As revised, the award agreements provide that dividend equivalents, if any, will be accrued during the vesting period for such DSU awards and paid out only upon vesting of the underlying DSUs. As such, grants of DSU awards on or after April 3, 2013 earn dividends throughout the vesting period which are subject to the same vesting terms as the underlying share award. Grants of DSUs generally vest over a period of from one to three years. DSU awards granted prior to April 3, 2013 are entitled to receive non-forfeitable dividend equivalents, if any, when and if paid to shareholders of record at the payment date. Included in the non-vested time-based awards as of February 1, 2014 are 141,662 DSUs granted prior to April 3, 2013.

The performance-based DSUs represent a contingent right to receive one share of common stock and generally vest in one-third tranches over a three-year period, subject to our achievement of a performance target during an applicable performance period. Any unvested performance-based DSUs at the end of the performance period are rolled over and become eligible to vest in subsequent performance periods. Any performance-based DSUs that are unvested at the end of all vesting periods will lapse and be forfeited as of such time. The performance-based DSUs earn dividends throughout the vesting period and are subject to the same vesting terms as the underlying performance-based awards.

The following table summarizes restricted stock activity during fiscal 2013:

	Shares	Weighted-Average Grant-Date Fair Value
Non-Vested at February 2, 2013	99,847	$ 28.55
Granted	23,577	40.29
Vested	(42,505)	29.70
Forfeited	—	—
Non-Vested at February 1, 2014	80,919	$ 31.36

The following table summarizes additional information about restricted stock:

	Fiscal Year		
	2013	2012	2011
Restricted stock issued	23,577	22,407	119,081
Weighted average grant date fair value	$ 40.29	$ 31.23	$ 28.45
Fair value of shares vested (in millions)	$ 1.3	$ 1.2	$ 1.3

As of February 1, 2014, the intrinsic value of non-vested restricted stock shares was $3.9 million.

As of February 1, 2014, we have unrecognized compensation expense related to non-vested DSUs and shares of restricted stock of approximately $11.2 million which is expected to be recognized over a weighted-average period of 1.4 years.

Stock Options

The following table summarizes stock option activity during fiscal 2013:

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value (in thousands)
Options outstanding at February 2, 2013	1,024,768	$ 25.54		
Granted	19,080	33.09		
Exercised	(372,841)	20.67		
Forfeited	(25,012)	19.58		
Expired	(5)	7.97		
Outstanding at February 1, 2014	645,990	$ 28.80	5.2 Years	$ 12,427
Vested or expected to vest at February 1, 2014	640,815	$ 28.82	5.2 Years	$ 12,314
Exercisable at February 1, 2014	346,843	$ 28.92	4.8 Years	$ 6,631

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The weighted-average grant date fair value of stock options granted during fiscal 2013, 2012 and 2011 was $13.10, $17.21, and $11.65, respectively. The fair value of options is estimated on the date of grant using the Black-Scholes option pricing model using the following weighted-average assumptions:

	Fiscal Year		
	2013	2012	2011
Risk-free interest rates	0.76%	1.09%	2.16%
Expected lives	5.0 years	5.0 years	5.0 years
Dividend yield	2.20%	2.07%	1.70%
Expected volatility	55.00%	58.67%	53.67%

The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. The expected lives represents the period of time the options are expected to be outstanding after their grant date. The dividend yield is based on the average of the annual dividend divided by the market price of our common stock at the time of declaration. The expected volatility is based on historical volatility of our common stock. The total intrinsic value of options exercised during fiscal 2013, 2012 and 2011 was $7.8 million, $6.4 million and $5.6 million, respectively. As of February 1, 2014, we have unrecognized compensation expense related to non-vested stock options of approximately $2.5 million which is expected to be recognized over a weighted-average period of 1.9 years.

11. RETIREMENT AND STOCK PURCHASE PLANS

We have a 401(k) savings plan which allows eligible employees to save for retirement on a tax deferred basis. Employer matching contributions under the 401(k) savings plan are made based on a formula set by the Board from time to time. During fiscal 2013, 2012 and 2011, our matching contributions for the plan charged to operations were $1.0 million, $1.0 million and $0.9 million, respectively.

In addition, we have an Employee Stock Discount Plan ("ESDP") which allows employees to authorize after-tax payroll deductions to be used for the purchase of up to 2,137,500 shares of our common stock at 85% of the lesser of the fair market value of our common stock on the first day of the offering period or the fair market value of our common stock on the last day of the offering period. We make no contributions to this plan but pay all brokerage, service and other costs incurred. A participant may not purchase more than 125 shares during any calendar quarter.

During fiscal 2013, 2012 and 2011, employees purchased 108,110 shares, 104,654 shares and 103,964 shares, respectively, under the ESDP, the weighted-average fair value of which was $28.06, $25.18 and $22.53 per share, respectively. We recognized approximately $0.8 million, $0.7 million and $0.7 million of share-based compensation expense related to the ESDP for fiscal 2013, 2012 and 2011, respectively. As of February 1, 2014, 740,338 shares were reserved for future issuance under the ESDP.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

12. GOODWILL AND INTANGIBLE ASSETS

Goodwill

Goodwill allocated to our reportable segments and changes in the net carrying amount of goodwill for the years ended February 1, 2014 and February 2, 2013 are as follows (in thousands):

	Retail	Corporate Apparel	Total
Balance, January 28, 2012	$ 59,900	$ 27,882	$ 87,782
Translation adjustment	95	(42)	53
Balance, February 2, 2013	$ 59,995	$ 27,840	$ 87,835
Goodwill of acquired business	49,338	—	49,338
Impairment charge	(9,501)	—	(9,501)
Translation adjustment	(2,913)	1,244	(1,669)
Balance, February 1, 2014	$ 96,919	$ 29,084	$ 126,003

The goodwill of acquired business, during fiscal 2013, resulted from our acquisition of JA Holding. Refer to Note 2 for additional discussion of the JA Holding acquisition.

Goodwill is evaluated for impairment annually as of our fiscal year end. A more frequent evaluation is performed if events or circumstances indicate that impairment could have occurred. During fiscal 2013, based on estimates provided to us by market participants during our review of strategic alternatives for the K&G brand, we concluded that the carrying value of the K&G brand exceeded its fair value. Based on further analysis, it was determined that the entire carrying value of K&G's goodwill was impaired, resulting in a non-cash pre-tax goodwill impairment charge of $9.5 million. As of February 1, 2014, accumulated goodwill impairment totaled $9.5 million.

Intangible Assets

The gross carrying amount and accumulated amortization of our identifiable intangible assets are as follows (in thousands):

	February 1, 2014	February 2, 2013
Amortizable intangible assets:		
Carrying amount:		
Trademarks, tradenames and other intangibles	$ 12,012	$ 14,502
Customer relationships	33,602	32,098
Total carrying amount	45,614	46,600
Accumulated amortization:		
Trademarks, tradenames and other intangibles	(9,007)	(8,663)
Customer relationships	(9,895)	(6,751)
Total accumulated amortization	(18,902)	(15,414)
Total amortizable intangible assets, net	26,712	31,186
Infinite-lived intangible assets:		
Trademarks and tradename	31,315	1,256
Total intangible assets, net	$ 58,027	$ 32,442

The increase in indefinite-lived intangible assets at February 1, 2014 relates to the Joseph Abboud tradename acquired in our acquisition of JA Holding. Refer to Note 2 for additional discussion of the JA Holding acquisition.

As a result of our acquisition of JA Holding, management determined that one of its existing tradenames was impaired. As the tradename would not contribute to future cash flows, we concluded its fair value was zero. Therefore, we recorded a $1.8 million retail segment impairment charge which is included in asset impairment charges in the consolidated statement of earnings.

The pre-tax amortization expense associated with intangible assets subject to amortization totaled approximately $3.8 million, $3.3 million and $3.4 million for fiscal 2013, 2012 and 2011, respectively. Pre-tax amortization expense associated with intangible assets subject to amortization at February 1, 2014 is estimated to be approximately $3.0 million for fiscal year 2014, $2.9 million for each of the fiscal years 2015, 2016, and 2017 and $2.8 million for fiscal year 2018.

13. FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The authoritative guidance for fair value measurements establishes a three-tier fair value hierarchy, categorizing the inputs used to measure fair value. The hierarchy can be described as follows: Level 1—observable inputs such as quoted prices in active markets; Level 2—inputs other than the quoted prices in active markets that are observable either directly or indirectly; and Level 3—unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions. The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

There were no transfers into or out of Level 1 and Level 2 during the year ended February 1, 2014 or February 2, 2013.

Assets and Liabilities that are Measured at Fair Value on a Recurring Basis

	Fair Value Measurements at Reporting Date Using			
(in thousands)	Quoted Prices in Active Markets for Identical Instruments (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
At February 1, 2014—				
Liabilities:				
Derivative financial instruments	$ —	$ 1,137	$ —	$ 1,137
At February 2, 2013—				
Assets:				
Cash equivalents	$ 20,054	$ —	$ —	$ 20,054
Derivative financial instruments	$ —	$ 215	$ —	$ 215
Liabilities:				
Derivative financial instruments	$ —	$ 17	$ —	$ 17

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Cash equivalents consist of money market instruments that have original maturities of three months or less. The carrying value of cash equivalents approximates fair value due to the highly liquid and short-term nature of these instruments.

Derivative financial instruments are comprised of (1) foreign currency forward exchange contracts primarily entered into to minimize our foreign currency exposure related to forecasted purchases of certain inventories denominated in a currency different from the operating entity's functional currency and (2) an interest rate swap agreement to minimize our exposure to interest rate changes on our outstanding indebtedness. These derivative financial instruments are recorded in the consolidated balance sheets at fair value based upon observable market inputs. Derivative financial instruments in an asset position are included within other current assets in the consolidated balance sheets. Derivative financial instruments in a liability position are included within accrued expenses and other current liabilities or noncurrent liabilities in the consolidated balance sheets. Refer to Note 14 for further information regarding our derivative instruments.

Assets and Liabilities that are Measured at Fair Value on a Non-Recurring Basis

Long-lived assets, such as property and equipment and identifiable intangibles with finite useful lives, are periodically evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the asset carrying amount exceeds its fair value, an impairment charge is recognized in the amount by which the carrying amount exceeds the fair value of the asset. The fair values of long-lived assets held-for-use are based on our own judgments about the assumptions that market participants would use in pricing the asset and on observable market data, when available. We classify these measurements as Level 3 within the fair value hierarchy.

Assets are grouped and evaluated for impairment at the lowest level at which cash flows are identifiable, which is generally at a store level. Fair value is determined using an income approach, which requires discounting the estimated future cash flows associated with the asset. Estimating future cash flows requires us to make assumptions and to apply judgment, including forecasting future sales, costs and useful lives of assets. Significant judgment is also involved in selecting the appropriate discount rate to be applied in determining the estimated fair value of an asset. The discount rate is commensurate with the risk that selected market participants would assign to the estimated cash flows. The selected market participants represent a group of other retailers with a store footprint similar to ours.

The following table presents the non-financial assets measured at estimated fair value on a non-recurring basis and any resulting realized losses included in earnings. Because long-lived assets are not measured at fair value on a recurring basis, certain carrying amounts and fair value measurements presented in the table may reflect values at earlier measurement dates and may no longer represent the fair values at February 1, 2014 or February 2, 2013.

Fair Value Measurements—non-recurring basis (in thousands)	February 1, 2014	February 2, 2013
Long-lived assets held-for use		
Carrying amount	$ 2,234	$ 695
Realized loss	(2,216)	(482)
Fair value measurement	$ 18	$ 213

The realized loss relates to impaired tradename and store assets in our retail segment and is reflected as asset impairment charges in the consolidated statement of earnings. Refer to "*Impairment of Long-Lived Assets*" in Note 1 for additional information.

During the second quarter of fiscal 2013, we recorded a non-cash pre-tax goodwill impairment charge related to our K&G brand totaling $9.5 million. We estimated the fair value of the K&G brand based on estimates provided to us by market participants, which we classified as Level 2 within the fair value hierarchy.

Fair Value of Financial Instruments

Our financial instruments, other than those presented in the disclosures above, consist of cash, accounts receivable, accounts payable, accrued expenses, long-term debt and other current liabilities. Management estimates that the carrying value of cash, accounts receivable, accounts payable, accrued expenses, long-term debt and other current liabilities approximate their fair value due to the highly liquid or short-term nature of these instruments.

14. DERIVATIVE FINANCIAL INSTRUMENTS

We are exposed to market risk associated with foreign currency exchange rate fluctuations as a result of our direct sourcing programs and our operations in foreign countries. In connection with our direct sourcing programs, we may enter into merchandise purchase commitments that are denominated in a currency different from the functional currency of the operating entity. Our risk management policy is to hedge a significant portion of forecasted merchandise purchases for our direct sourcing programs that bear foreign exchange risk using foreign exchange forward contracts. We have not elected to apply hedge accounting to these transactions denominated in a foreign currency. These foreign currency derivative financial instruments are recorded in the consolidated balance sheet at fair value determined 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 period end.

In addition, we are exposed to interest rate risk associated with our outstanding indebtedness. In connection with this indebtedness, we entered into an interest rate swap in which the variable rate payments due under our Term Loan were exchanged for a fixed rate. Our risk management policy is to hedge our exposure to fluctuations in interest rates using this swap agreement. The interest rate swap derivative financial instrument is recorded in the consolidated balance sheet at fair value which approximates the amount at which the swap could be settled using projected future interest rates as provided by counterparties.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The table below discloses the fair value of the derivative financial instruments included in the consolidated balance sheet as of February 1, 2014 and February 2, 2013 (in thousands):

	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives not designated as hedging instruments:				
At February 1, 2014—				
Foreign exchange forward contracts	Other current assets	$ —	Accrued expenses and other current liabilities	$ 483
At February 2, 2013—				
Foreign exchange forward contracts	Other current assets	$ 215	Accrued expenses and other current liabilities	$ 17
Derivatives designated as hedging instruments:				
At February 1, 2014— Interest rate swap	Other noncurrent assets	$ —	Other noncurrent liabilities	$ 654

At February 1, 2014, we had 28 contracts maturing in varying increments to purchase United States dollars ("USD") for an aggregate notional amount of pounds Sterling ("GBP") £17.5 million maturing at various dates through June 2014. For the fiscal year ended February 1, 2014, we recognized a net pre-tax loss of $0.3 million in cost of sales in the consolidated statement of earnings for our derivative financial instruments not designated as hedging instruments.

At February 2, 2013, we had four contracts maturing in varying increments to purchase Euros for an aggregate notional amount of USD $1.2 million maturing at various dates through May 2013, 10 contracts maturing in varying increments to purchase USD for an aggregate notional amount of Canadian dollars ("CAD") $4.1 million maturing at various dates through May 2013 and 16 contracts maturing in varying increments to purchase USD for an aggregate notional amount of GBP £14.0 million maturing at various dates through June 2013. For the fiscal year ended February 2, 2013, we recognized a net pre-tax loss of $0.5 million in cost of sales in the consolidated statement of earnings for our derivative financial instruments not designated as hedging instruments. For the fiscal year ended January 28, 2012, we recognized a net pre-tax loss of $0.7 million in cost of sales in the consolidated statement of earnings for our derivative financial instruments not designated as hedging instruments.

In August 2013, we entered into a Term Loan due April 2018 with variable-rate interest payments (see Note 4). To minimize the impact of changes in interest rates on our interest payments, in August 2013, we entered into an interest rate swap agreement with a financial institution to swap variable-rate interest payments for fixed-rate interest payments. The interest rate swap agreement matures in April 2018 and has periodic interest settlements, both consistent with the terms of our Term Loan. We have designated the interest rate swap as a cash flow hedge of the variability of interest payments under the Term Loan due to changes in the LIBOR benchmark interest rate.

Under this agreement, we receive a floating rate based on the 1-month LIBOR rate and pay a fixed rate of 3.02% (including the applicable margin of 1.75%) on the outstanding notional amount. The swap fixed rate was structured to mirror the payment terms of the Term Loan. At February 1, 2014, the fair value of the interest rate swap was a liability of $0.7 million and was recorded in our consolidated balance sheet within other noncurrent liabilities with the effective portion of the loss reported as a component of accumulated other comprehensive income. There was no hedge ineffectiveness at February 1, 2014. Changes in fair value are reclassified from accumulated other comprehensive income into earnings in the same period that the hedged item affects earnings. Over the next 12 months, approximately $1.0 million of the effective portion of the loss is expected to be reclassified from accumulated other comprehensive income into earnings.

If, at any time, the swap is determined to be ineffective, in whole or in part, due to changes in the interest rate swap or underlying debt agreements, the fair value of the portion of the swap determined to be ineffective will be recognized as a gain or loss in the statement of earnings for the applicable period.

We had no derivative financial instruments with credit-risk-related contingent features underlying the agreements as of February 1, 2014 or February 2, 2013.

15. SEGMENT REPORTING

Our operations are conducted in two reportable segments, retail and corporate apparel, based on the way we manage, evaluate and internally report our business activities.

The retail segment includes the results from our four retail merchandising brands: Men's Wearhouse, Men's Wearhouse and Tux, Moores and K&G. These four brands are operating segments that have been aggregated into the retail reportable segment based on their similar economic characteristics, products, production processes, target customers and distribution methods. MW Cleaners is also aggregated in the retail segment as these operations have not had a significant effect on our revenues or expenses. Specialty apparel merchandise offered by our four retail merchandising concepts include suits, suit separates, sport coats, slacks, sportswear, outerwear, dress shirts, shoes and accessories for men. Ladies' career apparel, sportswear and accessories, including shoes, and children's apparel is offered at most of our K&G stores and tuxedo rentals are offered at our Men's Wearhouse, Men's Wearhouse and Tux and Moores retail stores.

On August 6, 2013, we acquired JA Holding, the parent company of the American clothing brand Joseph Abboud® and a U.S. tailored clothing factory. Based on the manner in which we manage, evaluate and internally report our operations, we determined that JA Holding is a component of our Men's Wearhouse brand and therefore has been included in our retail reportable segment. See Note 2 for additional details on our acquisition.

The corporate apparel segment includes the results from our corporate apparel and uniform operations conducted by Twin Hill in the United States ("U.S.") and Dimensions, Alexandra and Yaffy in the UK. The two corporate apparel and uniform concepts are operating segments that have been aggregated into the reportable corporate apparel segment based on their similar economic characteristics, products, production processes, target customers and distribution methods. The corporate apparel segment provides corporate clothing uniforms and workwear to workforces.

We measure segment profitability based on operating income, defined as income before interest expense, interest income, income taxes and non-controlling interest. Corporate expenses and assets are allocated to the retail segment.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Net sales by brand and reportable segment are as follows (in thousands):

	Fiscal Year		
	2013	2012	2011
Net sales:			
MW(1)	$ 1,606,218	$ 1,581,122	$ 1,471,711
Moores	254,371	273,978	267,689
K&G	336,222	365,945	375,105
MW Cleaners	29,611	27,804	24,688
Total retail segment	2,226,422	2,248,849	2,139,193
Twin Hill	37,678	29,513	25,398
Dimensions and Alexandra (UK)	209,133	209,916	218,093
Total corporate apparel segment	246,811	239,429	243,491
Total net sales	$ 2,473,233	$ 2,488,278	$ 2,382,684

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

The following table sets forth supplemental products and services sales information for the Company (in thousands):

	Fiscal Year		
	2013	2012	2011
Net sales:			
Men's tailored clothing product	$ 904,223	$ 919,447	$ 884,133
Men's non-tailored clothing product	686,514	690,605	656,689
Ladies clothing product	73,542	81,196	78,849
Other	3,256	—	—
Total retail clothing product	1,667,535	1,691,248	1,619,671
Tuxedo rental services	411,864	406,454	376,857
Alteration services	117,412	123,343	117,977
Retail dry cleaning services	29,611	27,804	24,688
Total alteration and other services	147,023	151,147	142,665
Corporate apparel clothing product	246,811	239,429	243,491
Total net sales	$ 2,473,233	$ 2,488,278	$ 2,382,684

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Operating income (loss) by reportable segment and the reconciliation to earnings before income taxes is as follows (in thousands):

	Fiscal Year		
	2013	2012	2011
Operating income (loss):			
Retail	$ 120,247	$ 194,679	$ 189,995
Corporate apparel	9,381	3,889	(4,563)
Operating income	129,628	198,568	185,432
Interest income	385	648	424
Interest expense	(3,205)	(1,544)	(1,446)
Earnings before income taxes	$ 126,808	$ 197,672	$ 184,410

Capital expenditures by reportable segment are as follows (in thousands):

	Fiscal Year		
	2013	2012	2011
Capital expenditures:			
Retail	$ 105,781	$ 117,796	$ 82,001
Corporate apparel	2,419	3,637	9,819
Total capital expenditures	$ 108,200	$ 121,433	$ 91,820

Depreciation and amortization expense by reportable segment is as follows (in thousands):

	Fiscal Year		
	2013	2012	2011
Depreciation and amortization expense:			
Retail	$ 82,084	$ 77,680	$ 69,644
Corporate apparel	6,665	7,299	6,324
Total depreciation and amortization expense	$ 88,749	$ 84,979	$ 75,968

Total assets by reportable segment are as follows (in thousands):

	February 1, 2014	February 2, 2013
Segment assets:		
Retail	$ 1,306,677	$ 1,250,307
Corporate apparel	248,553	246,040
Total assets	$ 1,555,230	$ 1,496,347

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The tables below present information related to geographic areas in which we operate, with net sales classified based primarily on the country where our customer is located (in thousands):

	Fiscal Year		
	2013	2012	2011
Net sales:			
U.S.	$ 2,009,729	$ 2,004,384	$ 1,896,902
Canada	254,371	273,978	267,689
UK	209,133	209,916	218,093
Total net sales	$ 2,473,233	$ 2,488,278	$ 2,382,684

	February 1, 2014	February 2, 2013
Long-lived assets:		
U.S.	$ 490,665	$ 451,860
Canada	47,082	51,091
UK	13,231	12,992
Total long-lived assets	$ 550,978	$ 515,943

16. COMMITMENTS AND CONTINGENCIES

Lease commitments

We lease retail business locations, office and warehouse facilities, copier equipment and automotive equipment under various non-cancelable operating leases expiring in various years through 2027. Rent expense for operating leases for fiscal 2013, 2012 and 2011 was $175.9 million, $169.4 million and $165.1 million, respectively, and includes contingent rentals of $0.2 million, $0.6 million and $0.6 million, respectively. Sublease rentals of $1.2 million, $1.1 million and $0.7 million were received in fiscal 2013, 2012 and 2011, respectively.

Minimum future rental payments under non-cancelable operating leases as of February 1, 2014 for each of the next five years and in the aggregate are as follows (in thousands):

Fiscal Year	Operating Leases
2014	$ 177,071
2015	162,397
2016	138,251
2017	107,758
2018	82,082
Thereafter	235,232
Total	$ 902,791

The total minimum lease commitment amount above does not include minimum sublease rent income of $6.0 million receivable in the future under non-cancelable sublease agreements.

Leases on retail business locations specify minimum rentals plus common area maintenance charges and possible additional rentals based upon percentages of sales. Most of the retail business location leases provide for renewal options at rates specified in the leases. In the normal course of business, these leases are generally renewed or replaced by other leases.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Legal matters

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

17. QUARTERLY RESULTS OF OPERATIONS (Unaudited)

Our quarterly results of operations reflect all adjustments, consisting only of normal, recurring adjustments, which are, in the opinion of management, necessary for a fair statement of the results for the interim periods presented. The consolidated results of operations by quarter for fiscal 2013 and 2012 are presented below (in thousands, except per share amounts):

	Fiscal 2013 Quarters Ended			
	May 4, 2013	August 3, 2013[(1)]	November 2, 2013[(2)]	February 1, 2014[(3)]
Net sales	$ 616,536	$ 647,255	$ 648,890	$ 560,552
Gross margin	277,920	308,794	293,502	208,794
Net earnings (loss) attributable to common shareholders	$ 33,091	$ 42,943	$ 38,204	$ (30,447)
Net earnings (loss) per common share attributable to common shareholders:				
Basic[(5)]	$ 0.65	$ 0.86	$ 0.80	$ (0.64)
Diluted[(5)]	$ 0.65	$ 0.85	$ 0.79	$ (0.64)

	Fiscal 2012 Quarters Ended			
	April 28, 2012	July 28, 2012	October 27, 2012	February 2, 2013[(4)]
Net sales	$ 586,574	$ 662,302	$ 630,974	$ 608,428
Gross margin	254,049	320,257	290,697	243,145
Net earnings (loss) attributable to common shareholders	$ 26,884	$ 59,393	$ 48,843	$ (3,404)
Net earnings (loss) per common share attributable to common shareholders:				
Basic[(5)]	$ 0.52	$ 1.16	$ 0.95	$ (0.07)
Diluted[(5)]	$ 0.52	$ 1.15	$ 0.95	$ (0.07)

(1) Includes a pre-tax charge of $9.5 million related to K&G goodwill impairment and pre-tax expenses totaling $2.9 million related to the acquisition and integration of JA Holding and separation costs with a former executive.

(2) Includes pre-tax expenses totaling $9.7 million related to the acquisition and integration of JA Holding, costs related to various strategic projects, separation costs with former executives and a New York store related closure costs offset by a pre-tax gain of $2.2 million related to the sale of an office building in Fremont, California.

(3) Includes pre-tax expenses totaling $19.0 million related to the acquisition and integration of JA Holding, costs related to various strategic projects, separation costs with former executives, K&G e-commerce closure costs and a tradename impairment charge.

(4) The fourth quarter of fiscal 2012 consisted of 14 weeks. All other fiscal quarters presented consisted of 13 weeks.

(5) Due to the method of calculating weighted-average common shares outstanding, the sum of the quarterly per share amounts may not equal net earnings per common share attributable to common shareholders for the respective years.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. SUBSEQUENT EVENT

On March 11, 2014, we entered into an Agreement and Plan of Merger with Jos. A. Bank Clothiers, Inc. ("Jos. A. Bank") pursuant to which we will acquire all of the issued and outstanding shares of common stock of Jos. A. Bank for $65.00 per share in cash, or total consideration of approximately $1.8 billion. Pursuant to the merger agreement, we amended our existing tender offer (as so amended, the "Offer") to acquire all of the issued and outstanding shares of common stock of Jos. A. Bank and, following the consummation of the Offer, and subject to the satisfaction or waiver of the conditions set forth in the merger agreement, Java Corp., our wholly owned subsidiary, will merge with and into Jos. A. Bank and Jos. A. Bank will survive as our wholly owned subsidiary. We believe that Jos. A. Bank's strong brand and complementary business model will broaden our customer reach. The transaction, which is expected to close by the third quarter of 2014, is subject to satisfaction of customary closing conditions, including, among others, there being validly tendered and not validly withdrawn prior to the expiration of the Offer that number of shares (excluding shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee) which, when added to the shares we already own, represents at least a majority of the total number of outstanding shares on a fully diluted basis, and expiration or termination of the applicable waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act").

Concurrently with the signing of the definitive agreement, we entered into a financing commitment letter (the "Commitment Letter") with various lenders. We expect the financing under the Commitment Letter, together with cash balances, to be sufficient to provide the financing necessary to consummate our offer to acquire all of the issued and outstanding shares of common stock of Jos. A. Bank and to refinance certain of our existing indebtedness. The Commitment Letter provides for (i) $1.1 billion aggregate principal amount of senior secured term B loans, (ii) a $500.0 million asset-based revolving facility of the Company and certain of its subsidiaries and (iii) $600.0 million aggregate principal amount of unsecured bridge loans to the extent $600.0 million in gross proceeds are not raised from the issuance and sale by the Company of senior unsecured notes prior to the effective time of the merger. The financing commitments are subject to certain conditions set forth in the Commitment Letter.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. 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 period covered by this report. Based on this evaluation, the CEO and CFO have concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective 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 (i) recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to the Company's management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the fiscal quarter ended February 1, 2014 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. We are not including an assessment of changes in internal controls over financial reporting of JA Holding, a business with annual revenues of approximately $60 million.

On August 6, 2013, we acquired JA Holding. Prior to the acquisition, JA Holding was a privately-held company. We are in the process of implementing our internal control structure over the acquired operations, and expect that this effort will be completed in fiscal 2014.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed under the supervision of our principal executive and principal financial officers, and effected by our Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting as of the end of our most recent fiscal year. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control—Integrated Framework (1992)*. Based on such assessment, management concluded that, as of February 1, 2014, our internal control over financial reporting is effective based on those criteria.

Management's evaluation excludes JA Holding, which was acquired on August 6, 2013, and whose financial statements constitute 9% and 7% of net and total assets, respectively, 0.4% of revenues, and 0.2% of net income of the consolidated financial statement amounts as of and for the year ended February 1, 2014. In accordance with guidance issued by the Securities and Exchange Commission ("SEC"), companies are permitted to exclude acquisitions from their assessment of internal control over financial reporting during the first year subsequent to the acquisition while integrating the acquired operations.

Deloitte & Touche LLP has audited our internal control over financial reporting as of February 1, 2014; their report is included in Item 9A, which follows.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
The Men's Wearhouse, Inc.
Houston, Texas

We have audited the internal control over financial reporting of The Men's Wearhouse, Inc. and subsidiaries (the "Company") as of February 1, 2014, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. As described in Management's Annual Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at JA Holding, which was acquired on August 6, 2013 and whose financial statements constitute 9% and 7% of net and total assets, respectively, 0.4% of revenues, and 0.2% of net income of the consolidated financial statement amounts as of and for the year ended February 1, 2014. Accordingly, our audit did not include the internal control over financial reporting at JA Holding. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of February 1, 2014, based on the criteria established in *Internal Control—Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended February 1, 2014 of the Company and our report dated April 1, 2014 expressed an unqualified opinion on those financial statements.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
April 1, 2014

ITEM 9B. OTHER INFORMATION

Our Board of Directors has determined that our Annual Meeting of Shareholders will be held at 11:00 a.m. on June 18, 2014. We currently contemplate that our annual report and definitive proxy materials will be made available to our shareholders beginning on or about May 9, 2014. Pursuant to our Fifth Amended and Restated Bylaws, as a result of the annual meeting being held more than 30 days before the anniversary date of our 2013 Annual Meeting of Shareholders, for business to be properly brought before the 2014 Annual Meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the Secretary of the Company by the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the corporation (i.e., April 11, 2014). For additional information on the requirements to submit a proposal, please see our Proxy Statement for the Annual Meeting of Shareholders held on September 10, 2013, as filed with the SEC on August 8, 2013.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Except as set forth below, the information required by this Item is incorporated herein by reference from our Proxy Statement for the Annual Meeting of Shareholders to be held June 18, 2014.

The Company has adopted a Code of Ethics for Senior Management which applies to the Company's Chief Executive Officer and all Presidents, Chief Financial Officers, Principal Accounting Officers, Executive Vice Presidents and other designated financial and operations officers. A copy of such policy is posted on the Company's website, www.menswearhouse.com, under the heading "Corporate Governance".

ITEM 11. EXECUTIVE COMPENSATION

Except as set forth above, the information required by this Item is incorporated herein by reference from our Proxy Statement for the Annual Meeting of Shareholders to be held June 18, 2014.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain equity compensation plan information for the Company as of February 1, 2014.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options (a)	Weighted-Average Exercise Price of Outstanding Options (b)[2]	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (excluding securities in column (a)) (c)
Equity Compensation Plans Approved by Security Holders	1,301,590	$ 28.80	2,206,158[3]
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	1,301,590[1]	$ 28.80	2,206,158

(1) Consists of 645,990 shares issuable upon exercise of outstanding stock options and 655,600 shares issuable upon conversion of outstanding deferred stock units.

(2) Calculated based upon outstanding stock options to purchase shares of our common stock.

(3) Securities available for future issuance include 1,465,820 shares under the 2004 Plan and 740,338 shares under the Employee Stock Discount Plan. Refer to Note 10 and Note 11 of Notes to Consolidated Financial Statements.

Except as set forth above, the information required by this Item is incorporated herein by reference from our Proxy Statement for the Annual Meeting of Shareholders to be held June 18, 2014.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item is incorporated herein by reference from our Proxy Statement for the Annual Meeting of Shareholders to be held June 18, 2014.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this Item is incorporated herein by reference from our Proxy Statement for the Annual Meeting of Shareholders to be held June 18, 2014.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Financial Statements and Schedules

The following consolidated financial statements of the Company are included in Part II, Item 8:

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of February 1, 2014 and February 2, 2013

Consolidated Statements of Earnings for the years ended February 1, 2014, February 2, 2013 and January 28, 2012

Consolidated Statements of Comprehensive Income for the years ended February 1, 2014, February 2, 2013 and January 28, 2012

Consolidated Statements of Equity for the years ended February 1, 2014, February 2, 2013 and January 28, 2012

Consolidated Statements of Cash Flows for the years ended February 1, 2014, February 2, 2013 and January 28, 2012

Notes to Consolidated Financial Statements

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(b) Exhibits

Exhibit Number		Exhibit
2.1	—	Investment, Shareholders' and Stock Purchase Agreement dated August 6, 2010, by and among The Men's Wearhouse, Inc., Moores The Suit People Inc., MWUK Holding Company Limited, Ensco 648 Limited, Gresham 4A and Gresham 4B and the stockholders of Ensco 648 Limited (incorporated by reference from Exhibit 2.1 to the Company's Current Report on Form 8-K/A filed with the Commission on August 16, 2010).
2.2	—	Agreement and Plan of Merger, dated July 17, 2013, by and among The Men's Wearhouse, Inc., Blazer Merger Sub Inc., JA Holding, Inc. and JA Holding, LLC. (incorporated by reference from Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the Commission on July 18, 2013).
2.3	—	Agreement and Plan of Merger, dated March 11, 2014, by and among The Men's Wearhouse, Inc., Java Corp., and Jos. A. Bank Clothiers, Inc. (incorporated by reference from Exhibit (d)(1) to the Company's Amendment No. 9 to Schedule TO filed on March 11, 2014).
3.1	—	Restated Articles of Incorporation (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 30, 1994).
3.2	—	Articles of Amendment to the Restated Articles of Incorporation (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 31, 1999).
3.3	—	Fifth Amended and Restated Bylaws (incorporated by reference from Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the Commission on October 11, 2013).
3.4	—	Statement of Change of Registered Office/Agent with the Texas Secretary of State (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 28, 2012).
3.5	—	Statement of Designations of Series A Junior Participating Preferred Stock (incorporated by reference from Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Commission on October 11, 2013).
4.1	—	Restated Articles of Incorporation (included as Exhibit 3.1).
4.2	—	Form of Common Stock certificate (incorporated by reference from Exhibit 4.3 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
4.3	—	Articles of Amendment to the Restated Articles of Incorporation (included as Exhibit 3.2).
4.4	—	Fifth Amended and Restated Bylaws (included as Exhibit 3.3).
4.5	—	Statement of Change of Registered Office/Agent with the Texas Secretary of State (included as Exhibit 3.4).
4.6	—	Rights Agreement, dated as of October 10, 2013, between The Men's Wearhouse, Inc. and American Stock Transfer & Trust Company, LLC as Rights Agent (incorporated by reference from Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Commission on October 11, 2013).

Exhibit Number		Exhibit
4.7	—	Statement of Designations of Series A Junior Participating Preferred Stock (included as Exhibit 3.5).
10.1	—	Third Amended and Restated Credit Agreement, dated as January 26, 2011, by and among The Men's Wearhouse, Inc., Moores The Suit People Inc., MWUK Holding Company Limited, the financial institutions from time to time parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, and J.P. Morgan Europe Limited, as European Agent (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 16, 2013).
10.2	—	Commitment Letter, dated March 11, 2014, by and among Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC and the Company (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission March 13, 2014).
*10.3	—	1992 Non-Employee Director Stock Option Plan (As Amended and Restated Effective January 1, 2004), including forms of stock option agreement and restricted stock award agreement (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on March 18, 2005).
*10.4	—	1996 Long-Term Incentive Plan (As Amended and Restated Effective April 1, 2008) (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 3, 2008), and the forms of stock option agreement, restricted stock award agreement and deferred stock unit award agreement (incorporated by reference from Exhibit 10.20 to the Company's Current Report on Form 8-K filed with the Commission on March 18, 2005).
*10.5	—	Forms of Deferred Stock Unit Award Agreement, Restricted Stock Award Agreement and Nonqualified Stock Option Award Agreement under The Men's Wearhouse, Inc. 1996 Long-Term Incentive Plan (as amended and restated effective as of April 1, 2008)(incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 1, 2010).
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*10.7	—	First Amendment to The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on June 17, 2011).
*10.8	—	Second Amendment to The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 20, 2012).
*10.9	—	Third Amendment to The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on September 10, 2013).

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*10.10	—	Forms of Deferred Stock Unit Award Agreement and Restricted Stock Award Agreement (each for non-employee directors) under The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (as amended and restated effective April 3, 2013) (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 9, 2013).
*10.11	—	Forms of Deferred Stock Unit Award Agreement, Performance-Based Deferred Stock Unit Award Agreement, Restricted Stock Award Agreement and Nonqualified Stock Option Award Agreement (each for named executive officers) under The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Commission on April 9, 2013).
*10.12	—	Forms of Deferred Stock Unit Award Agreement, Performance-Based Deferred Stock Unit Award Agreement, Restricted Stock Award Agreement and Nonqualified Stock Option Award Agreement (each for executive officers) under The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the Commission on April 9, 2013).
*10.13	—	The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan Subplan for UK Employees (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on March 29, 2012).
*10.14	—	Form of Change in Control Agreement entered into by and between The Men's Wearhouse, Inc. and each of David Edwab, Douglas S. Ewert, Jon W. Kimmins, Mary Beth Blake, Jamie Bragg, Charles Bresler, Ph.D., Gary Ckodre, Kelly Dilts, Susan Neal, Mark Neutze, Scott Norris, William Silveira, Carole Souvenir and Diana Wilson (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on May 20, 2009).
*10.15	—	The Men's Wearhouse, Inc. Change in Control Severance Plan (As Amended and Restated Effective October 1, 2009) (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on October 27, 2009).
*10.16	—	Sixth Amended and Restated Employment Agreement dated effective as of February 25, 2014, by and between The Men's Wearhouse, Inc. and David H. Edwab (filed herewith).
*10.17	—	Employment Agreement dated effective as of April 12, 2011, by and between The Men's Wearhouse, Inc. and Douglas S. Ewert (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 19, 2011).
*10.18	—	Employment Agreement dated effective as of April 1, 2013, by and between The Men's Wearhouse, Inc. and Jon W. Kimmins (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 1, 2013).
*10.19	—	Employment Agreement dated effective as of April 1, 2013, by and between The Men's Wearhouse, Inc. and Charles Bresler (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the Commission on June 13, 2013).

Exhibit Number		Exhibit
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18	—	Preferability Letter from Independent Registered Public Accounting Firm Regarding Change in Accounting Principles (incorporated by reference from Exhibit 18 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended October 30, 2010).
21.1	—	Subsidiaries of the Company (filed herewith).
23.1	—	Consent of Deloitte & Touche LLP, independent auditors (filed herewith).
31.1	—	Certification of Annual Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (filed herewith).
31.2	—	Certification of Annual Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (filed herewith).
32.1	—	Certification of Annual Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (furnished herewith)†.
32.2	—	Certification of Annual Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (furnished herewith)†.
101.1	—	The following financial information from The Men's Wearhouse, Inc.'s Annual Report on Form 10-K for the year ended February 1, 2014, formatted in XBRL (Extensible Business Reporting Language) and furnished electronically herewith: (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Earnings; (iii) the Consolidated Statements of Comprehensive Income; (iv) the Consolidated Statement of Equity; (v) the Consolidated Statements of Cash Flows; and (vi) the Notes to Consolidated Financial Statements.

* Management Compensation or Incentive Plan.

† This exhibit will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such exhibit shall not be deemed incorporated into any filing under the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

THE MEN'S WEARHOUSE, INC.

By /s/ DOUGLAS S. EWERT

Douglas S. Ewert
President and Chief Executive Officer

Dated: April 1, 2014

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DOUGLAS S. EWERT Douglas S. Ewert	President and Chief Executive Officer and Director	April 1, 2014
/s/ JON W. KIMMINS Jon W. Kimmins	Executive Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer	April 1, 2014
/s/ KELLY DILTS Kelly Dilts	Senior Vice President, Chief Accounting Officer and Principal Accounting Officer	April 1, 2014
/s/ DAVID H. EDWAB David H. Edwab	Vice Chairman of the Board and Director	April 1, 2014
/s/ RINALDO S. BRUTOCO Rinaldo S. Brutoco	Director	April 1, 2014
/s/ MICHAEL L. RAY Michael L. Ray	Director	April 1, 2014
/s/ SHELDON I. STEIN Sheldon I. Stein	Director	April 1, 2014
/s/ ALLEN I. QUESTROM Allen I. Questrom	Director	April 1, 2014
/s/ GRACE NICHOLS Grace Nichols	Director	April 1, 2014
/s/ DEEPAK CHOPRA Deepak Chopra	Director	April 1, 2014
/s/ B. MICHAEL BECKER B. Michael Becker	Director	April 1, 2014
/s/ WILLIAM B. SECHREST William B. Sechrest	Director	April 1, 2014

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18	—	Preferability Letter from Independent Registered Public Accounting Firm Regarding Change in Accounting Principles (incorporated by reference from Exhibit 18 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended October 30, 2010).
21.1	—	Subsidiaries of the Company (filed herewith).
23.1	—	Consent of Deloitte & Touche LLP, independent auditors (filed herewith).
31.1	—	Certification of Annual Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (filed herewith).

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Exhibit Number		Exhibit
31.2	—	Certification of Annual Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (filed herewith).
32.1	—	Certification of Annual Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (furnished herewith)†.
32.2	—	Certification of Annual Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (furnished herewith)†.
101.1	—	The following financial information from The Men's Wearhouse, Inc.'s Annual Report on Form 10-K for the year ended February 1, 2014, formatted in XBRL (Extensible Business Reporting Language) and furnished electronically herewith: (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Earnings; (iii) the Consolidated Statements of Comprehensive Income; (iv) the Consolidated Statement of Equity; (v) the Consolidated Statements of Cash Flows; and (vi) the Notes to Consolidated Financial Statements.

* Management Compensation or Incentive Plan.

† This exhibit will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such exhibit shall not be deemed incorporated into any filing under the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended.

Exhibit 10.16

SIXTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SIXTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is entered into and made effective as of February 25, 2014, by and between THE MEN'S WEARHOUSE, INC., a Texas corporation (the "Company"), and DAVID H. EDWAB, a resident of Bonita Springs, Florida ("Employee"), amending and restating the Employment Agreement dated February 3, 2002, as amended and restated by the Amended and Restated Employment Agreement dated February 3, 2003, as amended and restated by the Second Amended and Restated Employment Agreement dated October 1, 2005, as amended and restated by the Third Amended and Restated Employment Agreement dated January 1, 2009, as amended and restated by the Fourth Amended and Restated Employment Agreement dated October 25, 2010 and as amended and restated by the Fifth Amended and Restated Employment Agreement dated May 14, 2013 (the "Fifth Amended and Restated Agreement").

WHEREAS, the Company and Employee desire to amend the Fifth Amended and Restated Agreement;

WHEREAS, the Company and Employee have entered into that certain Change in Control Agreement dated as of May 15, 2009 (the "Change in Control Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Company and Employee hereby agree to amend and restate the Fifth Amended and Restated Agreement to read as follows:

1. *Employment and Duties*. The Company hereby agrees to continue to employ Employee as Vice Chairman of the Board, and Employee hereby agrees to continue such employment and agrees to continue to serve the Company in such capacity on the terms and subject to the conditions set forth in this Agreement. Subject to the ultimate direction and control of the Lead Director and Chief Executive Officer of the Company, in each case in place on the date hereof or a successor thereof appointed by a majority of the directors serving on the Board of Directors on the date hereof, and to the Company's Board of Directors, Employee shall assist the Lead Director and Chief Executive Officer, in each case in place on the date hereof or a successor thereof appointed by a majority of the directors serving on the Board of Directors on the date hereof, with the strategic direction of the Company and assist with the implementation of the business plan of the Company and, in connection therewith, will interact with and provide guidance to the other executive officers of the Company when requested by the Lead Director or Chief Executive Officer. During his employment hereunder, Employee shall devote more of his business time, energy, and ability to the business and interests of the Company than to any other single business or group of related businesses. During his employment hereunder, Employee may render services for compensation and engage in other business activity without the prior consent of the Company, provided rendering such services or engaging in such activity does not violate Section 10 or 11 of this Agreement and provided that Employee must continue to devote more of his working time to the Company than to any other single business or group of related businesses. In accordance with past practices under this Agreement, Employee shall determine the location from which he will generally provide his services to the Company but will from time to time travel, at the Company's expense, to the Company's offices for consultation.

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2. *Compensation and Benefits of Employment*.

(a) As compensation for the services to be rendered by Employee hereunder, the Company shall pay to Employee a base annual salary ("Annual Salary") of $420,000 per year, in equal installments in accordance with the customary payroll practices of the Company. The parties shall comply with all applicable withholding requirements in connection with all compensation payable to Employee. The Company's Board of Directors may, in its sole discretion, review and adjust upward Employee's Annual Salary from time to time, but no downward adjustment in Employee's Annual Salary may be made during the term of this Agreement.

(b) In addition to the Annual Salary, Employee shall have an opportunity to earn an annual cash bonus (the "Bonus") in respect of each fiscal year of the Company in accordance with the terms of the Company's annual cash bonus program for executive officers then existing for such fiscal year based on the achievement of performance objectives as may be established from time to time by the Board of Directors or a committee thereof; provided, however, that, except as otherwise provided herein, if Employee remains employed by the Company through February 6, 2015 as contemplated hereunder, then Employee shall be entitled to receive any Bonus earned for the fiscal year ending January 31, 2015 notwithstanding the fact that Employee ceases to be an employee after February 6, 2015. In no event will such Bonus be paid later than the last day of the third month following the close of the Company's fiscal year to which such Bonus relates. Employee's target annual cash bonus opportunity shall be set from time to by the Board of Directors or a committee thereof, but such bonus opportunity shall not be less than 100% of Employee's Annual Salary for any given year (the "Target Bonus"). The actual Bonus payable may be greater or lesser than the Target Bonus and shall be determined consistent with the criteria set for the Chief Executive Officer of the Company by the Board of Directors or a committee thereof, based on such factors as it shall determine; provided, however, that for purposes of the Bonus to be paid in 2015 for the fiscal year ended January 31, 2015, the maximum discretionary amount shall be equal to one-half of Employee's Target Bonus and Employee shall be paid 100% of the maximum discretionary amount.

(c) Employee shall be entitled to participate in and have the benefits under the terms of all life, accident, disability and health insurance plans, pension, profit sharing, incentive compensation and savings plans and all other similar plans and benefits which the Company from time to time makes available to its senior management executives in the same manner and at least at the same participation level as other senior management executives, subject however to the provisions of this Section 2 relating to the Bonus and to equity grants.

(d) Employee acknowledges that on April 3, 2013, as consideration in respect of the Fifth Amended and Restated

Agreement, the Company granted to Employee under the Company's 2004 Long Term Incentive Plan (the "Plan") (i) 20,000 deferred stock units ("DSUs"), the vesting of which is time-based and shall vest annually over a period of four years in equal, pro rata installments and (ii) 20,000 DSUs, the vesting of which is performance-based and shall vest annually over a period of four years if the specified performance criteria are achieved. Such awards of DSUs were issued on terms substantially similar to the Company's other executive officers. If Employee remains employed by the Company through February 5, 2015 as contemplated hereunder, then notwithstanding the terms of the award agreements related

to such DSU grants (the "Award Agreements"), the portion of the DSUs that were scheduled to vest on April 13, 2015 shall vest on February 5, 2015, or in the case of the performance-based DSUs, to the extent that the requisite targets for such period have been met as contemplated by such Award Agreement. Employee hereby acknowledges and agrees that the forfeiture restrictions applicable to any additional DSUs covered by this award (specifically, the remaining 10,000 time-vesting DSUs and the remaining 10,000 performance-based DSUs) shall continue in effect and Employee shall be obligated to forfeit and surrender such remaining DSUs to the Company effective as of February 6, 2015.

(e) Employee further acknowledges that, on February 5, 2011, the Company granted to Employee 96,800 shares of Restricted Stock (the "Restricted Stock") pursuant to terms of the Fourth Amended and Restated Agreement, which vest in equal numbers of 19,360 on each February 5th in 2012 through 2016. In the event of termination of Employee's employment, other than for "cause", as described in Section 7, or by reason of voluntary termination as described in Section 8 other than for "good reason", a number of unvested shares of Restricted Stock shall immediately vest equal to 19,360 times a fraction the numerator of which shall be the sum of (i) the number of days from and including the most recent February 6 to and including the Termination Date (as defined below) and (ii) the lesser of 730 or the number of days from the Termination Date to and including the second following February 5, and the denominator of which shall be 365; any other unvested shares of Restricted Stock shall immediately terminate and be of no further force or effect. In the event of termination of Employee's employment for "cause", as described in Section 7, or by reason of voluntary termination as described in Section 8 other than for "good reason", all unvested shares of Restricted Stock shall immediately terminate and be of no further force or effect. Employee hereby acknowledges and agrees that the forfeiture restrictions applicable to any shares of Restricted Stock that have not vested as of February 5, 2015 shall continue in effect and Employee shall be obligated to forfeit and surrender such remaining Restricted Shares to the Company effective as of February 6, 2015.

3. *Business Expenses*. The Company shall promptly reimburse Employee for all appropriately documented, reasonable business expenses incurred by Employee in accordance with the Company's policies related thereto.

4. *Term*. Employee's employment under this Agreement shall have a continuing term until the close of business on February 6, 2015.

5. *Termination by the Company Without Cause or Termination by Employee for "Good Reason"*.

(a) The Company may, by delivering 30 days prior written notice to Employee, terminate Employee's employment at any time without cause, and Employee may, by delivering 30 days prior written notice to the Company, terminate Employee's employment at any time for "good reason", as defined in Section 5(b) below. If such termination without cause or for good reason occurs, then, in addition to the vesting of the Restricted Stock in accordance with Section 2(e) above:

(i) The Company shall pay to Employee, at the times specified in Section 5(a)(iv) below, the following amounts:

(1) a lump sum in cash equal to (1) Employee's Annual Salary earned through the date of Employee's termination of employment (the "Termination Date") for periods through but not following his Separation From Service (as defined in Section 5(c) below) and (2) any accrued vacation pay earned by Employee, in each case, to the extent not theretofore paid (the "Accrued Obligation");

(2) a lump sum in cash equal to Employee's Annual Salary earned through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid; and

(3) installment payments of $437,500 per quarter for a period of two years following the Termination Date, which shall be payable to Employee's estate in the event of his death.

(ii) Subject to clause (iv) of this Section 5(a), until each of Employee and his spouse become eligible for coverage under Medicare whether as a result of reaching age 65 or such later date as must be attained or other criteria which must be met due to any governmental changes which affect Medicare eligibility, the Company shall arrange to provide Employee and his spouse (and to each one severally in the event that the other shall have become eligible for Medicare coverage as described herein) medical insurance benefits substantially similar to those provided to executive officers of the Company, provided Employee shall pay the Company an amount equal to the full cost of such coverage and the Company will reimburse Employee for the amount paid by Employee in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee required under this Section 5(a)(ii) shall be made on the last day of the month in which Employee pays the amount required for such coverage. If Employee is a Specified Employee (as defined in Section 5(c) below) and the benefits specified in this Section 5(a)(ii) are taxable to Employee and not otherwise exempt from Section 409A of the Code ("Section 409A"), the following provisions shall apply to the reimbursement or provision of such benefits. Any amounts to which Employee would otherwise be entitled under this Section 5(a)(ii) during the first six months following the date of Employee's Separation From Service shall be accumulated and paid to Employee on the date that is six months following the date of his Separation From Service. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 5(a)(ii), or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee. Any reimbursement of an expense described in this Section 5(a)(ii) shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 5(a)(ii) shall not be subject to liquidation or exchange for another benefit.

(iii) Subject to Employee's group health plan coverage continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the benefits listed in clause (ii) of this Section 5(a) shall be reduced to the extent benefits of the same type are received by Employee from any other person during such period, and provided, further, that Employee shall have the obligation to notify the Company that he is receiving such benefits. The Company agrees that, if Employee's employment with the Company terminates during the term of this Agreement, Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to Employee by the Company pursuant to this Section 5. Further, except with respect to the benefits provided pursuant to clause (ii) above, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by Employee as the result of employment by another employer, by retirement benefits, or by offset against any amount claimed to be owed by Employee to the Company.

(iv) The amounts payable under Section 5(a)(i) shall be paid as follows:

(1) The Company shall pay Employee the amounts specified in Section 5(a)(i)(1) within 15 days after the Termination Date.

(2) The Company shall pay Employee the amounts specified in Section 5(a)(i)(2) on the date that is 30 days following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee.

(3) The Company shall pay Employee the applicable amount specified in Section 5(a)(i)(3) on the 1st of March, June, September and December, beginning with the first such date immediately following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee. Such first payment shall include all amounts that would have been paid to Employee earlier under this Section 5(a)(iv)(3) had Employee not been a Specified Employee.

(4) If Employee is a Specified Employee at the time of his Separation From Service, the Company shall pay to Employee, on the date that is six months following Employee's Separation From Service, an additional interest amount equal to the amount of interest that would be earned on the amounts specified in Section 5(a)(i)(2), and on the amounts specified in Section 5(a)(i)(3) to the extent such payments were delayed solely because he is a Specified Employee, for the period commencing on the date of Employee's Separation From Service until the date of payment of such amounts, calculated using an interest rate equal to the six month London Interbank Offered Rate in effect on the date of Employee's Separation From Service plus two percentage points.

(b) For purposes of this Section 5, "good reason" shall mean the occurrence of any of the following events:

(i) Removal, without the consent of Employee in writing, from the office of Vice Chairman of the Board or a material reduction in Employee's authority or responsibility, except upon a proper termination of Employee for "cause", as defined in Section 7 or as a result of voluntary termination by Employee without "good reason" pursuant to Section 8; or

(ii) The Company otherwise commits a material breach of this Agreement.

(c) For purposes of this Agreement, the terms "Separation From Service" and "Specified Employee" shall have the meanings ascribed to such terms in Section 409A.

(d) The Company shall pay any attorney fees incurred by Employee in reasonably seeking to enforce the terms of this Section 5. Except as provided below, the Company shall pay Employee such attorney fees within ten (10) business days after the delivery of Employee's written request for the payment accompanied by such evidence of legal expenses incurred as the Company may reasonably require. Notwithstanding the preceding sentence, if Employee incurs a Separation From Service and is a Specified Employee, the Company shall not make any further payment of attorney fees to Employee under this Section 5(d) before the date that is six months following the date of his Separation From Service. Rather, on the date that is six months following the date of Employee's Separation From Service the Company shall pay to Employee all attorney fees that the Company is required to reimburse under this Section 5(d) for which a written request for payment was properly submitted by Employee during the first six months following the date of Employee's Separation From Service or which were otherwise not paid before Employee's Separation From Service. In any event the Company shall pay Employee such legal fees by the last day of Employee's taxable year following the taxable year in which Employee incurred such legal expenses. The legal expenses that are subject to reimbursement pursuant to this Section 5(d) shall not be limited as a result of when the expenses are incurred. The amounts of legal expenses that are eligible for reimbursement pursuant to this Section 5(d) during a given taxable year of Employee shall not affect the amounts of expenses eligible for reimbursement in any other taxable year of Employee. The right to reimbursement pursuant to this Section 5(d) is not subject to liquidation or exchange for another benefit. Any amount received by Employee shall include an award of interest at the rate of six (6) percent per annum from the date such amount was payable under this Agreement.

6. *Termination Upon Death or Disability*.

(a) If Employee's employment is terminated because of death, then, in addition to the vesting of the Restricted Stock in accordance with Section 2(e) above, and the lapse of the forfeiture restrictions applicable to the DSUs referred to in Section 2(d) above in accordance with their respective Award Agreements:

(i) Within 30 days after the date of Employee's death, the Company shall pay to Employee's estate a lump sum payment in cash equal to the Accrued Obligation.

(ii) Until the date on which Employee's spouse become eligible for coverage under Medicare whether as a result of reaching age 65 or such later date as must be attained or other criteria which must be met due to any governmental changes which affect Medicare eligibility, the Company shall arrange to provide Employee's spouse medical insurance benefits substantially similar to those provided to Employee and his spouse immediately prior to

the Termination Date (at no greater cost to Employee's spouse than such cost to Employee in effect immediately prior to the Termination Date, or, if greater, the cost to similarly situated active employees of the Company under the applicable group health plan of the Company), provided Employee's spouse shall pay the Company an amount equal to the full cost of such coverage and the Company will reimburse Employee's spouse for the amount paid by Employee's spouse in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee's spouse required under this Section 6(a)(ii) shall be made on the last day of the month in which Employee's spouse pays the amount required for such coverage. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 6(a)(ii), or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee. Any reimbursement of an expense described in this Section 6(a)(ii) shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 6(a)(ii) shall not be subject to liquidation or exchange for another benefit.

(iii) The Company shall pay Employee's estate a lump sum payment in cash equal to the number of days in the Company's fiscal year up to and including the date of Executive's death divided by the total number of days in the Company's fiscal year (for purposes of this Section 6(a)(iii), the "Pro Rata Fraction") multiplied by the Bonus Employee would have earned for the Company's fiscal year ending contemporaneously with or immediately following the date of Employee's death as reasonably determined by the Board of Directors or a committee thereof after the end of the Company's fiscal year in which such death occurs in accordance with the Board of Directors' determination policies then in effect, and such payment shall be paid on the April 15th immediately following the end of the Company's fiscal year bonus period to which such Bonus relates; and

(iv) Within 30 days after the date of Employee's death, the Company shall pay to Employee's estate a lump sum in cash equal to the employer contributions the Company would have credited to Employee's retirement accounts under The Men's Wearhouse, Inc. 401(k) Savings Plan or any similar employer contribution plans adopted by the Company in which Employee is participating had he continued to remain employed by the Company until the earlier of February 6, 2017 or the second anniversary of the Termination Date, assuming for this purpose that (1) Employee's earned compensation for a year is the amount of his annualized Annual Salary for the calendar year in which the Termination Date occurs, (2) the applicable legal limitations and the employer contribution percentages under such plans for such period are the same percentages and limitations in effect immediately prior to the Termination Date and (3) that Employee is deemed to make the maximum pre-tax elective deferral contributions permitted under section 402(g) of the Code; provided, however, that no payment shall be required with respect to either Plan if on the date of Employee's death, the Company has ceased making employer contributions with respect to such Plan or has notified its employees that it intends to cease making such contributions within six months.

(b) If Employee's employment is terminated on account of his becoming permanently disabled (as defined in Section 6(b)(iv)), then, in addition to the vesting of the Restricted Stock in accordance with Section 2(e) above, and the lapse of the forfeiture restrictions applicable to the DSUs referred to in Section 2(d) above in accordance with their respective Award Agreements:

(i) The Company shall pay to Employee, at the times specified in Section 6(b)(iii) below, the following amounts:

(1) a lump sum in cash equal to the Accrued Obligation;

(2) a lump sum in cash equal to Employee's Annual Salary earned through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid;

(3) a lump sum in cash equal to the product of (1) the monthly basic life insurance premium applicable to Employee's basic life insurance coverage provided through the Company's life insurance plan immediately prior to the Termination Date and (2) the number of full months and fractional months (if any) remaining until the earlier of February 6, 2017 or the second anniversary of the Termination Date;

(4) cash installment payments each of which is equal to 1/52nd of the Annual Salary, at the then current rate, that would have been paid if Employee's employment had continued and not been terminated under this Section 6(b), for each week during the period beginning on the Termination Date and ending on the earlier of February 6, 2017 or the second anniversary of the Termination Date;

(5) a lump sum payment in cash equal to the number of days in the Company's fiscal year up to and including the Termination Date divided by the total number of days in the Company's fiscal year (for purposes of this Section 6(b), the "Pro Rata Fraction") multiplied by the Bonus that Employee would have earned for the Company's fiscal year ending contemporaneously with or immediately following the Termination Date as reasonably determined by the Board of Directors or a committee thereof after the end of the Company's fiscal year in which such termination occurs in accordance with the Board of Directors' determination policies then in effect; and

(6) a lump sum in cash equal to the employer contributions the Company would have credited to Employee's retirement accounts under The Men's Wearhouse, Inc. 401(k) Savings Plan and any similar employer contribution plans adopted by the Company in which Employee is participating had he continued to remain employed by the Company until the earlier of February 6, 2017 or the second anniversary of the Termination Date, assuming for this purpose that (1) Employee's earned compensation for a year is the amount of his annualized Annual Salary for the calendar year in which the Termination Date occurs, (2) the applicable legal limitations and the employer contribution percentages under such plans for such period are the same percentages and limitations in effect immediately prior to the Termination Date and (3) that Employee is deemed to make the maximum pre-tax elective deferral contributions permitted under section 402(g) of the Code: provided, however, that no payment shall be required with respect to either Plan if on the Termination Date, the Company has ceased making employer contributions with respect to such Plan or has notified its employees that it intends to cease making such contributions within six months.

(ii) Until each of Employee and his spouse become eligible for coverage under Medicare whether as a result of reaching age 65 or such later date as must be attained or other criteria which must be met due to any governmental changes which affect Medicare eligibility, the Company shall arrange to provide Employee and his spouse (and to each one severally in the event that the other shall have become eligible for Medicare coverage as described herein) medical insurance benefits substantially similar to those provided to Employee and his spouse immediately prior to the Termination Date (at no greater cost to Employee than such cost to Employee in effect immediately prior to the Termination Date, or, if greater, the cost to similarly situated active employees of the Company under the applicable group health plan of the Company), provided Employee shall pay the Company an amount equal to the full cost of such coverage and the Company will reimburse Employee for the amount paid by Employee in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee required under this Section 6(b)(ii) shall be made on the last day of the month in which Employee pays the amount required for such coverage. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 6(b)(ii), or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee. Any reimbursement of an expense described in this Section 6(b)(ii) shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 6(b)(ii) shall not be subject to liquidation or exchange for another benefit.

(iii) The amounts payable under Section 6(b)(i) shall be paid as follows:

(1) The Company shall pay Employee the amount specified in Section 6(b)(i)(1) within 30 days the Termination Date.

(2) Subject to Section 6(b)(iii)(5), the Company shall pay Employee the amounts specified in Sections 6(b)(i)(2), 6(b)(i)(3) and 6(b)(i)(6) 30 days following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee.

(3) Subject to Section 6(b)(iii)(5), the Company shall pay Employee the amount specified in Section 6(b)(i)(4) each Friday beginning with the first Friday immediately following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee (and such first payment shall include all amounts that would have been paid to Employee under this Section 6(b)(iii)(3) if Employee had not been a Specified Employee).

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(4) Subject to Section 6(b)(iii)(5), the Company shall pay Employee the amount specified in Section 6(b)(iii)(5), (A) on the April 15th immediately following the end of the Company's fiscal year bonus period to which such Bonus relates if Employee is not a Specified Employee or (B) on the later of the April 15th immediately following the end of the Company's fiscal

year bonus period to which such Bonus relates or the date that is six months following the date of Employee's Separation From Service if he is a Specified Employee.

(5) In the event of the termination of Employee's employment pursuant to Section 6(b) in a circumstance where Employee has incurred a Section 409A Disability, the Company shall pay or begin to pay, as applicable, Employee the amounts required to be paid pursuant to Sections 6(b)(i)(2), 6(b)(i)(3), 6(b)(i)(4) and 6(b)(i)(6) within 30 days after the date Employee incurs a Section 409A Disability. For purposes of this Agreement, "Section 409A Disability" means the inability of Employee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. Employee shall also be treated as having a "Section 409A Disability" if he is, by reason of a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

(iv) For purposes of this Agreement, Employee shall be deemed to "permanently disabled" if Employee shall be considered to be permanently and totally disabled in accordance with the Company's disability plan, if any, for a period of 180 days or more. If there should be a dispute between the Company and Employee as to Employee's physical or mental disability for purposes of this Agreement, the question shall be settled by the opinion of an impartial reputable physician or psychiatrist agreed upon by the parties or their representatives, or if the parties cannot agree within ten (10) calendar days after a request for designation of such party, then a physician or psychiatrist shall be designated by the NCH Naples Hospital in Naples, Florida. The parties agree to be bound by the final decision of such physician or psychiatrist. For avoidance of doubt, Employee shall be entitled to receive the compensation referred to in Section 2 hereof during any period of disability prior to any termination of employment on account of permanent disability.

7. *Termination by the Company for Cause*.

(a) The Company may terminate this Agreement at any time if such termination is for "cause", as defined below, by delivering to Employee written notice describing the cause of termination 30 days before the effective date of such termination and by granting Employee 30 days to cure the cause. In the event that the employment of Employee is terminated for "cause", Employee shall be entitled only to (i) the Accrued Obligation, which amount shall be paid within 30 days after the Termination Date, and (ii) a lump sum payment in cash equal to Employee's Annual Salary through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid, which amount shall be paid to Employee within 30 days following his Separation From Service if he is not a Specified Employee or on the date that is six months following his Separation From Service if he is a Specified Employee.

(b) "Cause" shall be limited to the occurrence of the following events:

(i) Conviction of or a plea of *nolo contendere* to the charge of a felony (which, through lapse of time or otherwise, is not subject to appeal);

(ii) Willful refusal without proper legal cause to perform, or gross negligence in performing, Employee's duties and responsibilities after 30 days written notice and an opportunity to cure;

(iii) Material breach of fiduciary duty to the Company through the misappropriation of Company funds or property; or

(iv) The unauthorized absence of Employee from work (other than for sick leave or personal disability) for a period of 60 working days or more during a period of 90 working days.

8. *Voluntary Termination by Employee*. Employee may terminate the term of his employment as set forth in Section 4 above at any time upon delivering 30 days written notice to the Company. In the event of such voluntary termination other than for "good reason" as defined in Section 5, Employee shall be entitled only to (a) the Accrued Obligation, which amount shall be paid within 30 days after the Termination Date, and (b) a lump sum payment in cash equal to Employee's Annual Salary through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid, which amount shall be paid to Employee within 30 days following his Separation From Service if he is not a Specified Employee, or on the date that is six months following his Separation From Service if he is a Specified Employee.

9. *Exclusivity of Termination Provisions*. Except as otherwise set forth in the Change in Control Agreement, the termination provisions of this Agreement regarding the parties' respective obligations in the event that Employee's employment is terminated are intended to be exclusive and in lieu of any other rights or remedies to which Employee or the Company may otherwise be entitled at law, in equity or otherwise. It is also agreed that, although the personnel policies and fringe benefit programs of the Company may be unilaterally modified from time to time, the termination provisions of this Agreement are not subject to modification, whether orally, impliedly or in writing, unless any such modification is mutually agreed upon and signed by the parties.

10. *Non-Competition*. Employee acknowledges that he has and, while employed, will acquire unique and valuable experience with respect to the businesses, operations, plans and strategies of the Company and its subsidiaries. Employee hereby covenants and agrees that during the term of this Agreement and for a period of two years thereafter, he will not directly or indirectly compete with the business of the Company or its subsidiaries. For purposes of this Agreement, the term "compete with the business of the Company and its subsidiaries" shall include Employee's participation in any operations whose primary business competes with any business now conducted by the Company or its subsidiaries, including the sale of menswear or shoes at retail, the sale or rental of occupational uniforms or other corporate wear merchandise or

any material line of business proposed to be conducted by the Company or one or more of its subsidiaries known to Employee and with respect to which Employee devoted time as part of his employment hereunder on behalf of the Company or one or more of its subsidiaries, including but not limited to the business of dry cleaning, whether such participation is individually or as an officer, director, joint venturer, agent or holder of an interest (except as a holder of a less than 1% interest in a publicly traded entity or mutual fund) of any individual, corporation, association, partnership, joint venture or other business entity so engaged. This non-competition covenant shall be applicable with respect to the United States and Canada and any other country in which Employee would be competing with the business of the Company or its subsidiaries as set forth in this Section 10. Notwithstanding the foregoing, the Company acknowledges and agrees that the following shall not constitute a breach of this Section 10: (a) Employee's activities described in Schedule 10 hereto and (b) Employee's participation with any Approved Purchaser of all or substantially all of the assets or equity interests of the Company or any of its subsidiaries. For purposes of this Agreement, an "Approved Purchaser" shall be mean any purchaser approved by a majority of the directors serving on the Board of Directors on the date hereof. Employee and the Company agree that a monetary remedy for a breach of this Section 10 or of Section 11 below will be inadequate and will be impracticable and extremely difficult to prove, and further agree that such a breach would cause the Company irreparable harm, and that the Company shall be entitled to specific performance and/or temporary and permanent injunctive relief without the necessity of proving actual damages. Employee agrees that the Company shall be entitled to such specific performance and/or injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bond or other undertaking in connection therewith. Any such requirement of bond or undertaking is hereby waived by Employee and Employee acknowledges that in the absence of such a waiver, a bond or undertaking may be required by the court. In the event of litigation to enforce this covenant, the courts are hereby specifically authorized to reform this covenant as and to the extent, but only to such extent, necessary in order to give full force and effect hereto to the maximum degree permitted by law. Employee also agrees that if Employee is in breach of this Section 10, the Company may cease all payments required under this Agreement.

11. *Proprietary Information*.

(a) Employee acknowledges and agrees that he has acquired, and may in the future acquire as a result of his employment with the Company or otherwise, Proprietary Information (as defined below) of the Company, which is of a confidential or trade secret nature, and all of which has a great value to the Company and is a substantial basis and foundation upon which the Company's business is predicated. Accordingly, Employee agrees to regard and preserve as confidential at all times all Proprietary Information and to refrain from publishing or disclosing any part of it to any person or entity and from using, copying or duplicating it in any way by any means whatsoever, except in the course of his employment under this Agreement and in furtherance of the business of the Company or as required by applicable law or legal process, without the prior written consent of the Company. In the event of a breach or threatened breach of this Section 11, the Company shall be entitled to the same remedies as provided in Section 10 with respect to a breach thereof.

(b) "Proprietary Information" includes all information and data in whatever form, tangible or intangible, pertaining in any manner to pricing policy, marketing programs, advertising, employee training and specific inventory purchase pricing and any written information, including customer lists, of the Company or any affiliate thereof, unless the information is or becomes publicly known through lawful means.

12. *Retirement*. If Employee's employment terminates on February 6, 2015 in accordance with the terms hereof, then (a) thereafter and until each of Employee and his spouse become eligible for coverage under Medicare whether as a result of reaching age 65 or such later date as must be attained or other criteria which must be met due to any governmental changes which affect Medicare eligibility, the Company shall arrange to provide Employee and his spouse (and to each one severally in the event that the other shall have become eligible for Medicare coverage as described herein) medical insurance benefits substantially similar to those provided to executive officers of the Company, provided Employee shall pay the Company an amount equal to equal to the full cost of such coverage and the Company will reimburse Employee for the amount paid by Employee in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee required under this Section 12(a) shall be made on the last day of the month in which Employee pays the amount required for such coverage, (b) thereafter and until February 5, 2017, Employee shall provide up to ten (10) hours a month of consulting services on behalf of the Company, provided that (i) Employee will not be obligated to travel in connection with such consulting services, (ii) such services are to be provided at the direction of and to the Lead Director of the Board of Directors or the Chief Executive Officer of the Company, in each case in place on the date hereof, or to the Chairman of the Board or a successor Lead Director of the Board of Directors, in each case appointed by a majority of the directors serving on the Board of Directors on the date hereof, (iii) the Company will promptly reimburse Employee for all appropriately documented, reasonable and necessary expenses incurred by Employee to provide the consulting services, and (iv) any hours in excess of 10 hours a month would be compensated at $750 per hour, (c) thereafter and until February 5, 2017, the Company shall provide Employee with eight (8) hours per week of administrative services and Employee can continue to keep his Company-issued office equipment (including but not limited to computer and cell phone) to facilitate the provision of the consulting services, and (d) thereafter, the Company shall pay to Employee (or to Employee's estate in the event of his death) installment payments of $437,500 per quarter for a two year period beginning on March 1, 2015, to be paid on the 1st of March, June, September and December in each year, beginning on March 1, 2015 and ending on December 1, 2016. In addition, Employee agrees that he shall continue to serve out his then current term as a director and non-executive Vice Chairman of the Company (assuming Employee is elected by the shareholders of the Company at the 2014 annual meeting of shareholders) without any additional compensation and, for a period of two years thereafter, if, in each case, requested to do so by the Board of Directors (and elected by the shareholders of the Company at the relevant annual meeting of shareholders), Employee agrees to continue to serve on the Company's Board of Directors and as a non-executive Vice Chairman, provided, that Employee shall be compensated on the same basis as a non-employee director during any such subsequent periods in which he continues to serve on the Board of Directors. If Employee is a Specified Employee and the benefits specified in this Section 12 are taxable to Employee and not otherwise exempt from Section 409A, the

following provisions shall apply to the reimbursement or provision of such benefits. Any amounts to which Employee would otherwise be entitled under this Section 12 during the first six months following the date of Employee's Separation From Service shall be accumulated and paid to Employee on the date that is six months

following the date of his Separation From Service. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 12, or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee. Any reimbursement of an expense described in this Section 12 shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 12 shall not be subject to liquidation or exchange for another benefit. If Employee is a Specified Employee at the time of his Separation From Service, the Company shall pay to Employee, on the date that is six months following Employee's Separation From Service, an additional interest amount equal to the amount of interest that would be earned on the amounts specified in this Section 12, to the extent such payments were delayed solely because he is a Specified Employee, for the period commencing on the date of Employee's Separation From Service until the date of payment of such amounts, calculated using an interest rate equal to the six month London Interbank Offered Rate in effect on the date of Employee's Separation From Service plus two percentage points. The inability of Employee to provide consulting services to the Company on account of death or disability shall not reduce the compensation or benefits payable under this Section 12.

13. *Notice*. All notices, requests, consents, directions and other instruments and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by courier, by overnight delivery service with proof of delivery or by prepaid registered or certified first-class mail, return receipt requested, addressed to the respective party at the address set forth below, or if sent by facsimile or other similar form of communication (with receipt confirmed) to the respective party at the facsimile number set forth below:

To the Company:

The Men's Wearhouse, Inc.
6100 Stevenson Blvd.
Fremont, CA 94538
Attention: Doug Ewert
Facsimile: (510) 657-0872
Confirm: (510) 723-8639

To Employee:

David H. Edwab
c/o Profita and Associates, LLC
Attn: Michael Profita, Esq.
106 Grand Avenue, Suite 480
Englewood NJ 07631
Facsimile: (201) 227-1115
Confirm: (239) 676-9515

or to such other address or facsimile number and to the attention of such other person as either party may designate by written notice. All notices and other communication shall be deemed to have been duly given when delivered personally or three days after mailing or one day after depositing such notice with an overnight courier or transmission of a facsimile or other similar form of communication.

14. *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; *provided, however*, that neither the Company nor Employee may assign any duties under this Agreement without the prior written consent of the other party.

15. *Limitation*. The Agreement shall not confer any right or impose any obligation on the Company to continue the employment of Employee in any capacity, or limit the right of the Company or Employee to terminate Employee's employment.

16. *Further Assurances*. Each party hereto agrees to perform such further actions, and to execute and deliver such additional documents, as may be reasonably necessary to carry out the provisions of this Agreement.

17. *Severability*. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability or the remaining provisions, or portions thereof, shall not be affected thereby.

18. *Arbitration*.

(a) Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, including claims for tortious interference or other tortious or statutory claims arising before, during or after termination, providing only that such claim touches upon matters covered by this contract, shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") pursuant to the Commercial Arbitration Rules as presently in force, except as modified by the specific provisions of this Agreement. The parties expressly agree that nothing in this Agreement shall prevent the parties from applying to a court that would otherwise have jurisdiction over the parties for provisional or interim measures, including injunctive relief. After the arbitration panel is empaneled, it shall have sole jurisdiction to hear such applications, except that the parties agree that any measures ordered by the arbitrators may be immediately and specifically enforced by a court otherwise having jurisdiction over the parties. The parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof.

(b) The parties agree that the federal and state courts located in Houston, Texas shall have exclusive jurisdiction over an action brought to enforce the rights and obligations created in or arising from this Agreement to arbitrate, and each of the parties hereto irrevocably submits to the jurisdiction of said courts. Notwithstanding the above, application may be made by a party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement. Process in any action arising out of or relating to this Agreement may be served on any party to the Agreement anywhere in the world by delivery in person against receipt or by registered or certified mail, return receipt requested.

(c) The arbitration shall be conducted before a tribunal composed of three neutral arbitrators drawn from, in the first instance, the Texas Large Complex Claims panel and then, if necessary, from the Commercial panel. Each arbitrator shall sign an oath agreeing to be bound by the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the AAA for Neutral Arbitrators. It is the intent of the parties to avoid the appearance of impropriety due to bias or partiality on the part of any arbitrator. Prior to his or her formal appointment, each arbitrator shall disclose to the parties and to the other members of the tribunal, any financial, fiduciary, kinship or other relationship between that arbitrator and any party or its counsel, or between that arbitrator and any individual or entity with any financial, fiduciary, kinship or other relationship with any party. For the purposes of this Agreement, “appearance of impropriety” shall be defined as such relationship or behavior as would cause a reasonable person to believe that bias or partiality on the part of the arbitrator may exist in favor of any party. Any award or portion thereof, whether preliminary or final, shall be in a written opinion containing findings of fact and conclusions of law signed by each arbitrator. The arbitrator dissenting from an award or portion thereof shall issue a dissent from the award or portion thereof in writing, stating the reasons for his or her dissent. The arbitrators shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate.

(d) It is the intent of the parties that, barring extraordinary circumstances, any arbitration hearing shall be concluded within two months of the date the statement of claim is received by the AAA. Unless the parties otherwise agree, once commenced, hearings shall be held 5 days a week, with each hearing day to begin at 9:00 A.M. and to conclude at 5:00 P.M. The parties may upon agreement extend these time limits, or the chairman of the panel may extend them if he or she determines that the interests of justice otherwise require. The arbitrators shall use their best efforts to issue the final award or awards within a period of 30 days after closure of the proceedings. Failure to do so shall not be a basis for challenging the award. The parties and arbitrators shall treat all aspects of the arbitration proceedings, including without limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential. The place of arbitration shall be Houston, Texas, U.S.A. unless otherwise agreed by the parties.

(e) The parties agree that discovery shall be limited and shall be handled expeditiously. Discovery procedures available in litigation before the courts shall not apply in an arbitration conducted pursuant to this Agreement. However, each party shall produce relevant and non-privileged documents or copies thereof requested by the other parties within the time limits set and to the extent required by order of the arbitrators. All disputes regarding discovery shall be promptly resolved by the arbitrators. No witness or party may be required to waive any privilege recognized at law. The parties hereby waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages, and the arbitration tribunal is specially divested of any power to award any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages. Except as provided in Section 5(d), the party prevailing on substantially all of its claims shall be entitled to recover its costs, including attorneys’ fees, for the arbitration proceedings, as well as for any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside an award.

19. *Governing Law*. This Agreement shall be governed and construed under and interpreted in accordance with the laws of the State of Texas without giving effect to the doctrine of conflict of laws.

20. *Entire Agreement; Waiver; Interpretation*. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, oral or written, with respect to the subject matter of this Agreement; provided, that the Change in Control Agreement and any Award Agreement or the Plan shall not be superseded hereby, except to the extent that the benefits payable to Employee are greater under the Change in Control Agreement or any Award Agreement. To the extent that a Change in Control (as defined in the Change in Control Agreement) occurs during the term of this Agreement and any obligations hereunder remain in effect, Employee shall receive the greater of his benefits under this Agreement and the Change in Control Agreement. No change, modification or waiver of any provisions of this Agreement shall be enforceable unless contained in a writing signed by the party against whom enforcement is sought. The failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms. No presumption shall be construed against the party drafting this Agreement.

21. *Employee’s Representation*. Employee represents and warrants that (i) he is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) he is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) his execution and performance of this Agreement is not a violation or breach of any other agreement

between Employee and any other person or entity and (iv) he has been advised by legal counsel as to the terms and provisions hereof and the effort thereof and fully understands the consequences thereof.

22. *Company's Representation*. The Company represents and warrants that (i) it is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) its execution and performance of this Agreement is not a violation or breach of any other agreement between Employee and any other person or entity and (iv) this Agreement is a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

23. *Return of Company Property*. Employee acknowledges that all Proprietary Information and other property and equipment of the Company or any affiliate that Employee accumulates during his employment are the property of the Company and shall be returned to the Company immediately upon the latter of the termination of his employment or his service as a consultant to the Company.

24. *Miscellaneous*. All references to sections of any statute shall be deemed also to refer to any successor provisions to such sections. The compensation and benefits payable to Employee or his beneficiary under Section 5 of this Agreement shall be in lieu of any other severance benefits to which Employee may otherwise be entitled upon the termination of his employment under any severance plan, program, policy or arrangement of the Company other than the Change in Control Agreement, and Employee shall not be entitled to receive any benefits under Section 5 hereof to the extent he has received equivalent benefits under the

Change in Control Agreement (after taking into account any reduction of payments under Section 7(e) of the Change in Control Agreement), but shall be entitled to receive benefits hereunder, including under Sections 5(a)(i)(3) and 5(a)(ii), to the extent they are more beneficial to Employee than those provided under the Change in Control Agreement; provided that any such additional benefits shall be subject to adjustment as provided in Section 7(e) of the Change in Control Agreement. The amount of any payment or benefit provided for in this Agreement shall not be reduced by offset against any amount claimed to be owed by Employee to the Company. Employee shall not be permitted to specify the taxable year in which a payment provided for under this Agreement shall be made to him.

25. *Compliance With Section 409A*. It is intended that this Agreement shall comply with Section 409A. The provisions of this Agreement shall be interpreted and administered in a manner that complies with Section 409A. The provisions of this Agreement dealing with Section 409A reflect the manner in which this Agreement has been operated in good faith compliance with Section 409A since January 1, 2005.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first written above.

THE MEN'S WEARHOUSE, INC.

By: /s/ DOUGLAS S. EWERT

Name: Douglas S. Ewert

Title: President and Chief Executive Officer

Date: 2-24-14

/s/ DAVID H. EDWAB
DAVID H. EDWAB

Date: 2-25-14

Schedule 10
Activities Excluded from Section 10

Employee being a board member of, and a member of any committee of the board of, or holding, directly or indirectly, less than a 5% equity interest in, any of the following business entities shall not be prohibited by Section 10.

1. New York & Company
2. UIC, Inc.
3. Vitamin Shoppe, Inc.
4. PowerMap, Inc.
5. KEG Capital LLC
6. Grab LLC
7. Big Bang LLC (E&O Asian Kitchen Restaurant)
8. Koral Family Business Group LLC
9. ZFC Flag Collection
10. Investment opportunities resulting from advising Irving Place Capital Partners

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Exhibit 21.1

Subsidiaries of the Registrant[1]

Domestic Subsidiaries:

TMW Merchants LLC, a Delaware limited liability company[2]
TMW Purchasing LLC, a Delaware limited liability company[3]
Renwick Technologies, Inc., a Texas corporation[2]
K&G Men's Company Inc., a Delaware corporation[2][4]
Twin Hill Acquisition Company, Inc., a California corporation[2][5]
MWDC Holding Inc., a Delaware corporation[2]
MWDC Texas Inc., a Delaware corporation[6]
TMW Europe LLC, a Delaware limited liability company[7]
JA Holding, Inc., a Delaware corporation[2]
JA Apparel Corp., a Delaware corporation[8]
Nashawena Mills Corp., a Massachusetts corporation[9]
Edera Inc., a New York corporation[9]
Joseph Abboud Manufacturing Corp., a Delaware corporation[9]
JA Apparel, LLC, a Delaware limited liability company[10]
JAVA CORP., a Delaware corporation[2]

Foreign Subsidiaries:

Moores Retail Group Inc., a New Brunswick corporation[2]
Moores The Suit People Inc., a New Brunswick corporation[11][12]
Golden Brand Clothing (Canada) Ltd., a New Brunswick corporation[11]
MWUK Holding Company Limited, a limited company incorporated in England and Wales[13]
Ensco 648 Limited, a limited company incorporated in England and Wales[14]
Ensco 645 Limited, a limited company incorporated in England and Wales[15]
MWUK Limited, a limited company incorporated in England and Wales[16]
AlexandraVêtements Professionnels SARL, a French société à responsabilité limitée[17]
Alexandra Corporate Fashion BV, a limited company incorporated under the laws of the Netherlands[17]

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(1) As of February 1, 2014.

(2) 100% owned by The Men's Wearhouse, Inc.

(3) 100% owned by TMW Merchants LLC.

(4) K&G Men's Company Inc. does business under the names K&G, K&G Men's Center, K&G Men's Superstore, K&G Mensmart, K&G FOR MEN FOR LESS, K&G FOR WOMEN FOR LESS, K&G Fashion Superstore, K&G Superstore, K&G Suit Warehouse, K&G FOR MEN FOR WOMEN FOR LESS and K&G FOR MEN FOR WOMEN.

(5) Twin Hill Acquisition Company, Inc. does business under the name Twin Hill and Twin Hill Corporate Apparel.

(6) MWDC Texas Inc. is 100% owned by MWDC Holding Inc. and does business under the name MWCleaners.

(7) 100% owned by owned by Moores The Suit People Inc.

(8) 100% owned by JA Holding, Inc.

(9) 100% owned by JA Apparel Corp.

(10) 100% owned by Joseph Abboud Manufacturing Corp.

(11) 100% owned by Moores Retail Group Inc.

(12) Moores The Suit People Inc. does business under the names Moores Clothing for Men and Moores Vêtements Pour Hommes.

(13) Moores The Suit People Inc. controls 86% of the outstanding capital stock.

(14) 100% owned by MWUK Holding Company Limited.

(15) 100% owned by owned by Ensco 648 Limited.

(16) 100% of the outstanding ordinary shares are owned by Ensco 645 Limited. MWUK Limited does business under the names Dimensions, Alexandra and Yaffy.

(17) 100% owned by MWUK Limited.

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Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 33-48108, 33-48110, 33-61792, 333-21109, 33-74692, 333-53623, 333-80033, 333-72549, 333-90304, 333-90306, 333-90308, 333-125182, 333-152298, and 333-175122 on Form S-8 of our reports dated April 1, 2014, relating to the consolidated financial statements of The Men's Wearhouse, Inc. and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K of The Men's Wearhouse, Inc. for the year ended February 1, 2014.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
April 1, 2014

Exhibit 31.1

Certifications

I, Douglas S. Ewert, certify that:

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

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

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

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

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

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

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

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

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

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

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

Dated: April 1, 2014

By /s/ DOUGLAS S. EWERT

Douglas S. Ewert
President and Chief Executive Officer

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Exhibit 31.2

Certifications

I, Jon W. Kimmins, certify that:

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

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

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

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

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

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

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

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

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

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

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

Dated: April 1, 2014 By /s/ JON W. KIMMINS

Jon W. Kimmins
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer

Exhibit 32.1

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

Not Filed Pursuant to the Securities Exchange Act of 1934

In connection with the Annual Report of The Men's Wearhouse, Inc. (the "Company") on Form 10-K for the year ended February 1, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Douglas S. Ewert, 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 requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

Dated: April 1, 2014

By /s/ DOUGLAS S. EWERT

Douglas S. Ewert
President and Chief Executive Officer

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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 Annual Report of The Men's Wearhouse, Inc. (the "Company") on Form 10-K for the year ended February 1, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jon W. Kimmins, Interim 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 requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

Dated: April 1, 2014

By /s/ JON W. KIMMINS

Jon W. Kimmins
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer