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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

May 6, 2010

Date of Report (Date of earliest event reported)

PHILLIPS-VAN HEUSEN CORPORATION

(Exact name of registrant as specified in its charter)

Commission File Number 001-07572

Delaware	**13-1166910**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

200 Madison Avenue
New York, New York 10016
(Address of principal executive offices, including zip code)

(212) 381-3500
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement.

On May 6, 2010, Phillips-Van Heusen Corporation (the "Company") completed its previously-announced acquisition (the "Acquisition") of Tommy Hilfiger B.V. and certain affiliated companies (collectively, "Tommy Hilfiger") from funds affiliated with Apax Partners L.P. ("Apax", and together with the other Tommy Hilfiger shareholders, the "TH Shareholders"), pursuant to a Purchase Agreement (the "Purchase Agreement"), dated as of March 15, 2010. The consideration for the Acquisition consisted of €1.924 billion in cash and 8,223,841 shares of the Company's common stock, par value $1.00 per share (the "Company Common Stock"), as well as the assumption by the Company of €100 million in liabilities of Tommy Hilfiger. The terms of the Purchase Agreement were previously described in the Company's Current Repo rt on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on March 16, 2010 and the description of the Purchase Agreement is incorporated herein by reference.

New Senior Secured Credit Facilities

On May 6, 2010, the Company entered into a new senior secured credit facility, which consists of a Euro-denominated term loan A facility, a United States Dollar-denominated term loan A facility, a Euro-denominated term loan B facility, a United States Dollar-denominated term loan B facility, a United States Dollar-denominated revolving credit facility and two multi-currency (one United States Dollar and Canadian Dollar, and the other Euro, Yen and Pounds Sterling) revolving credit facilities (the "New Credit Facility"). The Company is the borrower under the United States Dollar-denominated term loan facilities and two of the revolving credit facilities. Tommy Hilfiger B.V. (the "Dutch Borrower") is the borrower under the Euro-denominated term loan facilities and the other revolving credit facility. The Company used the net proceeds from borrowings under the term loan facilities to refinance certain outstanding indebtedness of the Company and its subsidiaries, to fund the Acquisition and to pay fees and expenses incurred in connection with the Acquisition. The proceeds of the revolving credit facilities may be used for working capital or general corporate purposes.

The New Credit Facility provides for borrowings equal to an aggregate of $2.35 billion (based on the Euro to Dollar exchange rate in effect on May 6, 2010), consisting of (a) an aggregate of $1.9 billion of term loan facilities, which has been borrowed in full, and (b) $450 million of revolving credit facilities, which was not drawn upon as of May 6, 2010 but includes amounts available for letters of credit, of which approximately $212 million were outstanding on May 6, 2010. A portion of two of the revolving credit facilities is also available for the making of swingline loans. The issuance of such letters of credit and the making of any swingline loan reduces the amount available under the applicable revolving credit facility. The Company, at its option at any time, may add one or more term loan facilities or increase the commitments under the revolving credit facilities in an aggregate amount up to $250 mil lion so long as certain conditions are satisfied. The lenders under the New Credit Facility are not required to provide commitments with respect to such additional facilities or increased commitments.

Obligations of the Company under the New Credit Facility are guaranteed by substantially all of the Company's existing and future direct and indirect United States subsidiaries, with certain customary or agreed-upon exceptions. Obligations of the Dutch Borrower under the New Credit Facility are guaranteed by the Company and substantially all of its existing and future direct and indirect United States subsidiaries and certain of its foreign subsidiaries, in each case with certain customary or agreed-upon exceptions. The guarantors have pledged certain of their assets as security for their obligations.

The term loan A facilities and the revolving credit facilities will mature in 2015; the term loan B facilities will mature in 2016. The terms of each of the term loan A facilities require the applicable borrower to repay amounts outstanding under each such facility in amounts equal to 5% of the aggregate principal amount thereof during the first year following the closing date, 10% of the aggregate principal amount thereof during the second year following the closing date, 15% of the aggregate principal amount thereof during the third year following the closing date, 25% of the aggregate principal amount thereof during the fourth year following the closing date and 45% of the aggregate principal amount thereof during the fifth year following the closing date, in each case paid in equal quarterly installments during the course of each such year and in each case subject to certain customary adjustments. The terms of t he term loan B facilities require the applicable borrower to repay amounts outstanding under each such facility in equal quarterly installments in an amount equal to 1% of the aggregate principal amount per annum, with the balance due on the maturity date.

The outstanding borrowings under the New Credit Facility are prepayable without penalty (other than customary breakage costs). The terms of the New Credit Facility require the Company to repay certain amounts outstanding thereunder with (a) net cash proceeds of the incurrence of certain indebtedness, (b) net cash proceeds of certain asset sales or other dispositions (including as a result of casualty or condemnation) that exceed certain thresholds, to the extent such proceeds are not reinvested in the business in accordance with customary reinvestment provisions and (c) a percentage of excess cash flow, which percentage is based upon the Company's leverage ratio during the relevant fiscal period.

The United States Dollar-denominated borrowings under the New Credit Facility bear interest at a rate equal to an applicable margin plus, as determined at the Company's option, either (a) a base rate determined by reference to the higher of (i) the prime rate, (ii) the United States federal funds rate plus 1/2 of 1% and (iii) a one-month adjusted Eurocurrency rate plus 1% (provided, that, in no event will the base rate be deemed to be less than 2.75%) or (b) an adjusted Eurocurrency rate, calculated in a manner set forth in the

New Credit Facility (provided, that, in no event will the adjusted Eurocurrency rate be deemed to be less than 1.75%).

Canadian Dollar-denominated borrowings under the New Credit Facility bear interest at a rate equal to an applicable margin plus, as determined at the Company's option, either (a) a Canadian prime rate determined by reference to the greater of (i) the average of the rates of interest per annum equal to the per annum rate of interest quoted, published and commonly known in Canada as the "prime rate" or which Royal Bank of Canada establishes at its main office in Toronto, Ontario as the reference rate of interest in order to determine interest rates for loans in Canadian Dollars to its Canadian borrowers and (ii) the sum of (x) the average of the rates per annum for Canadian Dollar bankers' acceptances having a term of one month that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on the date of determination, as reported by the administrative agent (and if such screen is not available, any successor or similar service as may be selected by the administrative agent), and (y) 1%, or (b) an adjusted Eurocurrency rate, calculated in a manner set forth in the New Credit Facility (provided, that, in no event will the adjusted Eurocurrency rate be deemed to be less than 1.75%).

The borrowings under the New Credit Facility in currencies other than United States Dollars or Canadian Dollars bear interest at a rate equal to an applicable margin plus an adjusted Eurocurrency rate, calculated in a manner set forth in the New Credit Facility (provided that in no event will the adjusted Eurocurrency rate be deemed to be less than 1.75%).

The initial applicable margins will be (a) in the case of the United States Dollar-denominated term loan A facility and the United States Dollar-denominated term loan B facility, 3.00% for adjusted Eurocurrency rate loans and 2.00% for base rate loans, as applicable, (b) in the case of the Euro-denominated term loan A facility and the Euro-denominated term loan B facility, 3.25% and (c) in the case of the revolving credit facilities, (x) for borrowings denominated in United States Dollars, 3.00% for adjusted Eurocurrency rate loans and 2.00% for base rate loans, as applicable, (y) for borrowings denominated in Canadian Dollars, 3.00% for adjusted Eurocurrency rate loans and 2.00% for Canadian prime rate loans, as applicable, and (z) for borrowings denominated in other currencies, 3.25%. After the date of delivery of the compliance certificate and financial statements with respect to the Company's second full fiscal q uarter following May 6, 2010 (*i.e.*, the Company's fiscal quarter ending January 30, 2011), the applicable margin for borrowings under the term loan A facilities and the revolving credit facilities will be adjusted depending on the Company's leverage ratio.

The New Credit Facility requires the Company to comply with customary affirmative, negative and financial covenants. The New Credit Facility requires that the Company maintain a minimum interest coverage ratio and a maximum total debt to adjusted EBITDA (earnings before interest, taxes, depreciation and amortization) ratio, or leverage ratio. The interest coverage ratio covenant requires that the ratio of its adjusted EBITDA for the preceding four fiscal quarters to its consolidated total cash interest expense for such period be not less than a specified ratio for each fiscal quarter beginning with the third fiscal quarter of fiscal year 2010. This ratio is 3.00 to 1 for the third fiscal quarter of fiscal year 2010 and will increase over time until it reaches 4.50 to 1 for the first fiscal quarter of fiscal year 2015 and thereafter. The leverage ratio covenant will require that the ratio of the Company&# 146;s total debt to its adjusted EBITDA for the preceding four fiscal quarters be not more than a specified ratio for each fiscal quarter beginning with the third fiscal quarter of fiscal year 2010. This ratio is 4.90 to 1 for the third fiscal quarter of fiscal year 2010 and will decrease over time until it reaches 3.00 to 1 for the first fiscal quarter of fiscal year 2014 and thereafter. The method of calculating all of the components used in the covenants are set forth in the New Credit Facility.

The New Credit Facility contains customary events of default, including but not limited to nonpayment; material inaccuracy of representations and warranties; violations of covenants; certain bankruptcies and liquidations; any cross-default to material indebtedness; certain material judgments; certain events related to the Employee Retirement Income Security Act of 1974, as amended; certain events related to certain of the guarantees by the Company and certain of its subsidiaries, and certain pledges of its assets and those of certain of its subsidiaries, as security for the obligations under the New Credit Facility; and a change in control (as defined in the New Credit Facility).

7.375% Senior Notes Due 2020

On May 6, 2010, the Company issued $600 million principal amount of 7.375% senior notes due May 15, 2020 (the "2020 Notes") under an Indenture, dated as of May 6, 2010, between the Company and U.S. Bank National Association, as trustee (the "2020 Indenture"). Interest on the 2020 Notes is payable semi-annually in arrears on May 15 and November 15 of each year, commencing November 15, 2010. The notes are the Company's unsecured unsubordinated obligations and rank equally in right of payment with all of its other existing and future unsecured unsubordinated indebtedness and senior in right of payment to all of the Company's existing and future subordinated indebtedness.

The Company may redeem some or all of the 2020 Notes on or after May 15, 2015 at specified redemption prices. The Company may redeem some or all of the 2020 Notes at any time prior to May 15, 2015 by paying a "make-whole" premium. In addition, the Company may also redeem up to 35% of the 2020 Notes prior to May 15, 2013 with the net proceeds of certain equity offerings.

The 2020 Indenture contains covenants that limit, among other things, the Company's ability to incur or guarantee additional indebtedness; pay dividends or make distributions on, or redeem or repurchase,

its capital stock; redeem or repurchase its subordinated indebtedness; make certain investments; enter into arrangements that restrict dividends from its subsidiaries; sell or otherwise dispose of assets, including capital stock of its subsidiaries; enter into transactions with affiliates; create certain liens; enter into sale and leaseback transactions; and consolidate or merge or sell all or substantially all of its assets and the assets of its subsidiaries. In addition, the Company is obligated to offer to repurchase the senior notes at a price of (a) 101% of their principal amount plus accrued and unpaid interest, if any, as a result of certain change of control events and (b) 100% of their principal amount plus accrued and unpaid interest, if any, in the event of certain asset sales. These restrictions and prohibitions are subject to certain qualifications and exceptions.

Completion of the Company's offering of the 2020 Notes occurred concurrently with, and was conditioned upon, completion of the Acquisition.

7.75% Debentures Due 2023

On May 6, 2010, the Company and The Bank of New York Mellon entered into that certain Third Supplemental Indenture dated as of May 6, 2010 (the "Third Supplemental Indenture"), amending the Indenture, dated as of November 1, 1993, between the Company and The Bank of New York Mellon, as trustee, relating to the Company's $100 million aggregate principal amount of 7.75% Debentures due 2023. Pursuant to the Third Supplemental Indenture, The Bank of New York Mellon, as trustee, acknowledged, and the Company agreed, that the obligations under the 7.75% Debentures due 2023 are equally and ratably secured by liens (a) on all collateral securing the New Credit Facility (other than the assets of and equity interests in the Company's Calvin Klein, Inc. and CK Service Corp. subsidiaries and their respective domestic subsidiaries) and (b) on the assets of and equity interests in Calvin Klein, Inc., CK Service Corp., and their respective do mestic subsidiaries, that secure the Company's obligations to Mr. Calvin Klein pursuant to the Stock Purchase Agreement, dated as of December 17, 2002, between Mr. Calvin Klein, the Company and other parties thereto, and the related security agreement, in each case as amended.

Seller Stockholders Agreement

On May 6, 2010, concurrently with the completion of the Acquisition, the Company and the TH Shareholders (including various funds affiliated with Apax) entered into a Stockholders Agreement (the "Seller Stockholders Agreement"). Under the terms of the Seller Stockholders Agreement, Apax has the right (the "Apax Board Nomination Right") to nominate one director (the "Apax Nominee") to the Board of Directors of the Company (the "Board") who, if elected, is to be appointed to the Nominating & Governance Committee of the Board (if qualified). The Company has agreed to use commercially reasonable efforts to cause the Apax Nominee to be elected to the Board. As described in the Company's Current Report on Form 8-K filed with the SEC on May 5, 2010, Apax designated Christian Stahl, a partner of Apax, as the initial Apax Nominee and, on April 29, 2010, the Board ele cted Mr. Stahl as a member of the Board and appointed him as a member of the Nominating & Governance Committee, each of which were effective immediately following the consummation of the Acquisition.

The Apax Board Nomination Right will terminate in certain circumstances, including in the event that Apax ceases to beneficially own (net of any short interests) less than a number of shares of Company Common Stock equal to the greater of (a) 50% of the shares of Company Common Stock that Apax acquired in the Acquisition and (b) 4% of the then outstanding shares of Company Common Stock.

Pursuant to the Seller Stockholders Agreement, Apax is subject to customary standstill restrictions limiting or prohibiting, among other things, the acquisition of additional securities of the Company, making or proposing a merger or change of control transaction, soliciting proxies or supporting any other person or group seeking to engage in the foregoing. Under the Seller Stockholders Agreement, the standstill period runs until the earlier of (a) the termination of the Seller Stockholders Agreement pursuant to its terms, (b) a change of control of the Company or (c) three months after (i) Apax irrevocably waives the Apax Board Nomination Right, (ii) the Apax Board Nomination Right terminates (as described in the immediately preceding paragraph) or (iii) the resignation, removal or death of the Apax Nominee if no replacement has filled such vacancy after Apax has proposed two different replacement designees, both of whom have been rejected by the Company.

In addition, for a period of nine months, subject to limited exceptions, the TH Shareholders who or which are party to the Seller Stockholders Agreement are prohibited from offering, selling, pledging or otherwise transferring, or hedging against, the shares of Company Common Stock that they received in the Acquisition. After the nine-month anniversary of the completion of the Acquisition, the TH Shareholders will be permitted to sell 50% of their shares of Company Common Stock received in the Acquisition, with the remaining portion available for sale following the 15-month anniversary of the completion of the Acquisition.

The Seller Stockholders Agreement also provides Apax and certain other TH Shareholders who now own more than 4% of the total number of outstanding shares of Company Common Stock with certain preemptive rights with respect to future issuances for cash of Company Common Stock or securities convertible into, exercisable or exchangeable for, shares of Company Common Stock. The TH Shareholders also have under the Seller Stockholders Agreement customary registration rights (including demand registrations and piggyback rights) with respect to the shares of Company Common Stock received in the Acquisition.

LNK Stockholder Agreement

On May 6, 2010, pursuant to, and in accordance with, the terms of the Securities Purchase Agreement (the "LNK Subscription Agreement"), dated as of March 15, 2010, by and among the Company, LNK Partners, L.P. ("LNK Partners") and LNK Partners (Parallel), L.P. (together with LNK Partners, "LNK"), the Company completed the sale to LNK (the "LNK Share Sale"), in a private placement under the Securities Act of 1933, as amended (the "Securities Act"), of 4,000 shares of the Company's Series A Convertible Preferred Stock, par value $100.00 per share (the "Series A Preferred Stock"), for an aggregate purchase price of $100 million. The terms of the LNK Subscription Agreement were previously described in the Company's Current Report on Form 8-K filed with the SEC on March 16, 2010 and the description of such agreement is incorporated herein by reference.

Concurrently with the completion of the LNK Share Sale, the Company and LNK entered into a Stockholder Agreement (the "LNK Stockholder Agreement"). Under the terms of the LNK Stockholder Agreement, LNK is provided with the right to nominate one director (the "LNK Nominee") to the Board (the "LNK Board Nomination Right"). The Company has agreed to use commercially reasonable efforts to cause the LNK Nominee to be elected to the Board. As described in the Company's Current Report on Form 8-K filed with the SEC on May 5, 2010, LNK designated David A. Landau, the controlling partner of LNK, as the LNK Nominee and ,on April 29, 2010, the Board elected Mr. Landau as a member of the Board, which was effective immediately following the consummation of the Acquisition.

The LNK Board Nomination Right will terminate in certain circumstances, including in the event that LNK and its affiliates cease to beneficially own (net of any short interests) less than 80% of the shares of Series A Preferred Stock (or shares of Company Common Stock into which the Series A Preferred Stock are convertible) that LNK acquired in the LNK Share Sale. Until the LNK Board Nomination Right is terminated in accordance with the terms of the LNK Stockholder Agreement, LNK will agree to vote all shares of Series A Preferred Stock or shares of Company Common Stock received upon the conversion of such Series A Preferred Stock held by it or its affiliates in accordance with the recommendations of the Board.

From the completion of the LNK Share Sale until six months following the termination of the LNK Board Nomination Right, LNK and its affiliates are subject to customary standstill restrictions limiting or prohibiting, among other things, the acquisition of additional securities of the Company, making or proposing a merger or change of control transaction, soliciting proxies or supporting any other person or group seeking to engage in the foregoing.

In addition, for a period of nine months following the completion of the LNK Share Sale, subject to limited exceptions, LNK is prohibited from offering, selling, pledging or otherwise transferring, or hedging against, the shares of Series A Preferred Stock that LNK received in the LNK Share Sale (or shares of Company Common Stock received upon the conversion of such Series A Preferred Stock). After the nine-month anniversary of the completion of the LNK Share Sale, LNK will be permitted to sell 50% of its shares of Series A Preferred Stock (or shares of Company Common Stock received upon the conversion of such Series A Preferred Stock), with the remaining portion available for sale following the 15-month anniversary.

The LNK Stockholder Agreement also provides LNK with certain customary registration rights (including demand registrations and piggyback rights) with respect to shares of Company Common Stock into which the Series A Preferred Stock purchased by LNK in the LNK Share Sale may be converted.

MSD Stockholder Agreement

On May 6, 2010, pursuant to, and in accordance with, the terms of the Securities Purchase Agreement (the "MSD Subscription Agreement") by and between the Company and MSD Brand Investments, LLC ("MSD"), the Company completed the sale to MSD (the "MSD Share Sale"), in a private placement under the Securities Act, of 4,000 shares of the Series A Preferred Stock for an aggregate purchase price of $100 million. The terms of the MSD Subscription Agreement were previously described in the Company's Current Report on Form 8-K filed with the SEC on March 16, 2010 and the description of such agreement is incorporated herein by reference.

Concurrently with the completion of the MSD Share Sale, the Company and MSD entered into a Stockholder Agreement (the "MSD Stockholder Agreement"), which is substantially similar to the LNK Stockholder Agreement, except as follows:

- Under the terms of the MSD Stockholder Agreement, for nine months following the completion of the MSD Share Sale, MSD and its controlled affiliates are subject to customary standstill restrictions limiting or prohibiting, among other things, the acquisition of additional securities of the Company, making or proposing a merger or change of control transaction, soliciting proxies or supporting any other person or group seeking to engage in the foregoing, except that MSD is not restricted from acquiring up to 9.9% of the total outstanding shares of Company Common Stock.

- For a period of nine months following the completion of the MSD Share Sale, subject to limited exceptions, MSD is prohibited from offering, selling, pledging or otherwise transferring, or hedging against, the shares of Series A Preferred Stock that it received in the MSD Share Sale (or shares of Company Common Stock received upon the conversion of such Series A Preferred Stock). After the nine-month anniversary of the completion of the

MSD Share Sale, MSD will be permitted to sell 50% of its shares of Series A Preferred Stock (or shares of Company Common Stock received upon the conversion of such Series A Preferred Stock), with the remaining portion available for sale following the 12-month anniversary.

- MSD is not provided with the right to nominate a director to the Board.

Series A Preferred Stock

The terms, rights, obligations and preferences of the Series A Preferred Stock are set forth in the Certificate of Designations (the "Series A CoD") that was filed with the Secretary of State of the State of Delaware on May 5, 2010. The holders of the Series A Preferred Stock are not entitled to receive any dividends on the Series A Preferred Stock, but do participate in dividends declared and paid on the Company Common Stock.

Each share of Series A Preferred Stock is immediately convertible, at the option of the holder, into the number of shares of Company Common Stock equal to the quotient of (a) the liquidation preference of $25,000 and (b) the Conversion Price (equal to $47.74, the closing price of a share of Company Common Stock as of the close of business on March 12, 2010, the business day immediately preceding the execution of the LNK Subscription Agreement and the MSD Subscription Agreement). The Conversion Price is subject to adjustment in the event of certain actions taken by the Company, including stock splits, stock dividends, mergers, consolidations or other capital reorganizations.

The Series A Preferred Stock is not redeemable, in whole or in part, at the option of the Company or the holder thereof. The holders of the Series A Preferred Stock are entitled to vote with the holders of the Company Common Stock on an as-converted basis. In addition, the affirmative vote of at least 75% of the shares of Series A Preferred Stock then outstanding is required for the Company to: (a) amend, alter, repeal, impair or change, in any respect, the rights, preferences, powers, privileges, restrictions, qualifications or limitations of the Series A Preferred Stock, (b) authorize or agree to authorize any increase in the number of shares of Series A Preferred Stock or issue any additional shares of Series A Preferred Stock or (c) amend, alter or repeal any provision of the Company's Certificate of Incorporation or Bylaws which would adversely affect any right, preference, privilege or voting power of the Series A Preferred Stock or the holders thereof.

Item 1.02 Termination of a Material Definitive Agreement.

2011 Notes and 2013 Notes

On May 6, 2010, the Company called for redemption all of its outstanding 7.25% Senior Notes due 2011 (the "2011 Notes"), representing an aggregate principal amount of approximately $49 million as of the date hereof, and all of its outstanding 8.125% Senior Notes due 2013 (the "2013 Notes" and, together with the 2011 Notes, the "Notes"), representing an aggregate principal amount of approximately $16 million as of such date. The redemption price of the 2011 Notes is 100.000% of the outstanding aggregate principal amount, plus accrued and unpaid interest thereon to, but not including, June 7, 2010 (the "Redemption Date"), and the redemption price of the 2013 Notes is 101.354% of the outstanding aggregate principal amount, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. The 2011 Notes and the 2013 Notes will be redeemed on the Redemption Date.

The 2011 Notes were issued and the redemption will be effected pursuant to the provisions of the Indenture, dated as of February 18, 2004, between the Company and U.S. National Bank Association (as successor in interest to SunTrust Bank), as trustee, as amended. The 2013 Notes were issued and the redemption will be effected pursuant to the provisions of the Indenture, dated as of May 5, 2003, between the Company and U.S. National Bank Association (as successor in interest to SunTrust Bank), as trustee, as amended.

On May 6, 2010, the Company also made an irrevocable cash deposit, including accrued and unpaid interest to, but not including, the Redemption Date (a) for the 2011 Notes of approximately $49 million and (b) for the 2013 Notes of approximately $16 million, in each case, to U.S. Bank National Association, as trustee under the indentures governing each series of Notes. As a result, such indentures have been satisfied and discharged and the Notes ceased to be of further effect, in each case, as of May 6, 2010.

Prior Senior Secured Revolving Credit Facility

On May 6, 2010, the Company terminated its $325 million secured revolving credit facility with JP Morgan Chase Bank, N.A. as the Administrative Agent and Collateral Agent, which was scheduled to expire in July 2012.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As described in Item 1.01, on May 6, 2010, the Company completed the Acquisition. The Acquisition was accomplished pursuant to the Purchase Agreement for a consideration consisting of €1.924 billion in cash and 8,223,841 shares of Company Common Stock, as well as the assumption by the Company of €100 million in liabilities of Tommy Hilfiger.

The Company funded the Acquisition through cash on hand and the following activities: (a) the net proceeds of the issuance and sale to the public on April 28, 2010 of 5,750,000 shares of Company Common

Stock, including 750,000 shares sold pursuant to the exercise of the underwriters' over-allotment option, for an offering price to the public of $66.50 per share; (b) the issuance of 8,223,841 shares of Company Common Stock to the TH Shareholders, as part of the purchase price for Tommy Hilfiger; (c) the issuances in private placements of an aggregate of 8,000 shares of Series A Preferred Stock to LNK and MSD, which are currently convertible into 4,189,360 shares of Company Common Stock, for an aggregate purchase price of $200 million; (d) the issuance of $600 million of 7.375% Senior Notes due 2020; and (e) the term loans borrowed under the New Credit Facility.

The information in Item 1.01 is incorporated by reference into this Item 2.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As described in detail in Item 1.01, on May 6, 2010, the Company entered into the New Credit Facility, which provides for aggregate borrowings of $2.35 billion (based on the Euro to Dollar exchange rate in effect on May 6, 2010).

As described in detail in Item 1.01, on May 6, 2010, the Company also issued and sold $600 million of 2020 Notes, pursuant to the 2020 Indenture. The notes were registered pursuant to a Registration Statement on Form S-3 (Registration No. 333-166190) filed with the SEC and effective April 20, 2010. The Registration Statement includes a Prospectus dated as of April 20, 2010, which is supplemented by a Prospectus Supplement filed with the SEC pursuant to Securities Act Rule 424(b)(5) on April 26, 2010.

The information in Item 1.01 under the headings "New Senior Secured Credit Facilities" and "7.375% Senior Notes Due 2020" are incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

As described in detail in Item 1.01, on May 6, 2010 (a) pursuant to the LNK Subscription Agreement, the Company completed the sale of the 4,000 shares of Series A Preferred Stock to LNK for an aggregate purchase price of $100 million and (b) pursuant to the MSD Subscription Agreement, the Company completed the sale of 4,000 shares of Series A Preferred Stock for an aggregate purchase price of $100 million. The issuance and sale of the Series A Preferred Stock under the LNK Subscription Agreement and the MSD Subscription Agreement was exempt from registration under the Securities Act pursuant to Section 4(2) of the Securities Act. The Company did not engage in general solicitation or advertising with regard to the issuance and sale of the Series A Preferred Stock and did not offer Series A Preferred Stock to the public in connection with this issuance and sale.

The information set forth in Item 1.01 under the headings "LNK Stockholder Agreement," "MSD Stockholder Agreement" and "Series A Preferred Stock" are incorporated by reference into this Item 3.02.

Item 3.03 Material Modification to Rights of Security Holders.

Pursuant to the LNK Subscription Agreement and the MSD Subscription Agreement, the Company issued 8,000 shares of Series A Preferred Stock in the aggregate, the terms of which are set forth in the Series A CoD, which was filed with the Secretary of State of the State of Delaware on May 5, 2010. The information set forth in Item 1.01 under the heading "Series A Preferred Stock" is incorporated by reference into this Item 3.03.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On May 5, 2010, the Company filed the Series A CoD with the Secretary of State of the State of Delaware for the purpose of amending its Certificate of Incorporation to establish the terms, rights, obligations and preferences of the Series A Preferred Stock. The Series A CoD became effective upon the filing with the Secretary of State of the State of Delaware. The Series A CoD is filed as Exhibit 3.1 to this Report and the foregoing summary of the Series A CoD is qualified in its entirety by reference to Exhibit 3.1.

Item 8.01 Other Events.

The Company's previously announced tender offers for (i) all of the $150 million outstanding principal amount of its 2011 Notes and (ii) all of the $150 million outstanding principal amount of its 2013 Notes expired at 12:00 midnight, New York City time, on May 4, 2010. As of the expiration of the tender offers, approximately $101 million in aggregate principal amount (or approximately 67%) of the 2011 Notes and approximately $134 million in aggregate principal amount (or approximately 90%) of the 2013 Notes were validly tendered. On May 6, 2010, the Company accepted for purchase all of the Notes tendered and made payment to tendering holders.

As described in Item 1.02, on May 6, 2010, the Company also called for redemption all of the remaining outstanding 2011 Notes, representing an aggregate principal amount of approximately $49 million as of the date hereof, and all of its outstanding 2013 Notes, representing an aggregate principal amount of approximately $16 million as of the date hereof. The information set forth in Item 1.02 is incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Certificate of Designations of Series A Convertible Preferred Stock of Phillips-Van Heusen Corporation, as filed with the Secretary of State of the State of Delaware on May 5, 2010.

SIGNATURE

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

PHILLIPS-VAN HEUSEN CORPORATION

Date: May 12, 2010

By: /s/ Mark D. Fischer
Name: Mark D. Fischer
Title: Senior Vice President

EXHIBIT INDEX

Exhibit No.	Description
3.1	Certificate of Designations of Series A Convertible Preferred Stock of Phillips-Van Heusen Corporation, as filed with the Secretary of State of the State of Delaware on May 5, 2010.

EXHIBIT 3.1

CERTIFICATE OF DESIGNATIONS OF
SERIES A CONVERTIBLE PREFERRED STOCK
OF
PHILLIPS-VAN HEUSEN CORPORATION

Pursuant to Section 151 of the
General Corporation Law of the State of Delaware

PHILLIPS-VAN HEUSEN CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), certifies that pursuant to authority conferred upon the Board of Directors of the Corporation (the "Board of Directors") by Article FOURTH of the Certificate of Incorporation of the Corporation, as amended from time to time (the "Certificate of Incorporation"), and pursuant to the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors adopted and approved the following resolution providing for the designations, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions of the Series A Convertible Preferred Stock:

WHEREAS, the Certificate of Incorporation provides for two classes of shares known as common stock, $1.00 par value per share (the "Common Stock"), and preferred stock, $100.00 par value per share (the "Preferred Stock"); and

WHEREAS, the Board of Directors is authorized by the Certificate of Incorporation to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in such series and to fix the designations, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors deems it advisable to, and hereby does, designate a Series A Convertible Preferred Stock and fixes and determines the preferences, rights, qualifications, limitations and restrictions relating to the Series A Convertible Preferred Stock as follows:

Section 1. Designation. The designation of the series of preferred stock of the Corporation is "Series A Convertible Preferred Stock," par value $100.00 per share (the "Series A Stock").

Section 2. Number of Shares. The authorized number of shares of Series A Stock is 8,000.

Section 3. Defined Terms and Rules of Construction.

(a) Definitions. As used herein with respect to the Series A Stock:

"Announcement Price" shall mean $47.74.

"Board of Directors" shall have the meaning set forth in the preamble hereto.

"Business Day" shall mean a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

"Bylaws" shall mean the Bylaws of the Corporation in effect on the date hereof, as they may be amended from time to time.

"Capital Stock" shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (in each case however designated) stock issued by the Corporation.

"Certificate of Designations" shall mean this Certificate of Designations relating to the Series A Stock, as it may be amended from time to time.

"Certificate of Incorporation" shall have the meaning set forth in the preamble hereto.

"Close of Business" shall mean 5:00 p.m., eastern time, on any Business Day.

"Closing Market Price" shall mean the average Closing Price for the ten (10) consecutive Business Days immediately preceding, but not including, the date as of which the Current Market Price is to be determined.

"Commission" shall mean the U.S. Securities and Exchange Commission, including the staff thereof.

"Common Stock" shall have the meaning set forth in the recitals hereto.

"Conversion Price" shall have the meaning ascribed to it in Section 7(c).

"Conversion Rights" shall have the meaning ascribed to it in Section 7.

"Corporation" shall have the meaning set forth in the preamble hereto.

"Extraordinary Transactions" shall have the meaning ascribed to it in Section 7(e).

"Junior Stock" shall mean the Common Stock and any other class or series of Capital Stock that ranks junior to the Series A Stock (a) as to the payment of dividends, if any, or (b) as to the distribution of assets on any liquidation, dissolution or winding up of the Corporation, or both.

"Liquidation" shall have the meaning ascribed to it in Section 5(a).

"Liquidation Preference" shall initially mean $25,000 per share of Series A Preferred Stock.

"Original Issue Date" shall mean May 6, 2010.

"NYSE" shall mean the New York Stock Exchange.

"Parity Stock" shall mean any class or series of Capital Stock (other than the Series A Stock) that ranks equally with the Series A Stock both (i) in the priority of payment of dividends and (ii) in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation (in each case, without regard to whether dividends accrue cumulatively or non-cumulatively).

"Per Share Amount" shall have the meaning ascribed to it in Section 7(b).

"Person" or "person" shall mean an individual, corporation, limited liability company, association, partnership, group (as such term is used in Section 13(d)(3) of the Exchange Act), trust, joint venture, business trust or unincorporated organization, or a government or any agency or political subdivision thereof.

"Preferred Stock" shall have the meaning set forth in the recitals hereto.

"Purchase Agreement" shall mean that certain Purchase Agreement, dated as of March 15, 2010, by and among Tommy Hilfiger Holding S.a r.l, Tommy Hilfiger Corporation BVI, Tommy Hilfiger B.V., Stichting Administratiekantoor Elmira, and Asian and Western Classics B.V., solely for the purposes of certain specified sections, the Corporation and Prince 2 B.V., as it may be amended or supplemented from time to time.

"Extraordinary Transactions" shall have the meaning ascribed to it in Section 7(e).

"Series A Stock" shall have the meaning ascribed to it in Section 1.

"Trading Day" shall mean any Business Day on which the Common Stock is traded, or able to be traded, on the principal national securities exchange on which the Common Stock is listed or admitted to trading.

(b) Rules of Construction. Unless the context otherwise requires: (i) a term has the meaning assigned to it herein; (ii) an accounting term not otherwise defined herein has the meaning accorded to it in accordance with generally accepted accounting principals in effect from time to time in the United States, applied on a consistent basis; (iii) words in the singular include the plural, and in the plural include the singular; (iv) "or" is not exclusive; (v) "will" shall be interpreted to express a command; (vi) "including" means including without limitation; (vii) provisions apply to successive events and transactions; (viii) references to any Section or clause refer to the corresponding Section or clause, respectively, of this Certificate of

Designations; (ix) any reference to a day or number of days, unless expressly referred to as a Business Day or Trading Day, shal l mean the respective calendar day or number of calendar days; (x) references to Sections of or Rules under the Exchange Act shall be deemed to include substitute, replacement or successor Sections or Rules, and any term defined by reference to a Section of or Rule under the Exchange Act shall include Commission and judicial interpretations of such Section or Rule; and (xi) headings are for convenience of reference only.

Section 4. Dividends.

(a) Dividend Rate on Series A Stock. Other than as set forth in Section 4(b), holders of the Series A Stock shall not be entitled to receive any dividends on the Series A Stock.

(b) Participation with Dividends on Common Stock. No cash or other dividend or distribution may be declared or paid on the Common Stock (other than a dividend or distribution solely in shares of Common Stock for which an adjustment is made pursuant to Section 7(d) and cash in lieu of fractional shares) unless a dividend or other distribution is also declared and paid on each share of the Series A Stock in an amount equal to the assets (whether cash or property) that a holder of a share of Series A Stock would have received had such share been converted into the number of shares of Common Stock to which the holder would then be entitled immediately prior to the record date, distribution date or other applicable payment date with respect to such dividend or distribution.

Section 5. Liquidation Rights.

(a) Voluntary or Involuntary Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the holders of the shares of Series A Stock shall be entitled, on par with each share of Parity Stock but before any distribution or payment is made upon any Junior Stock, to be paid an amount equal to the greater of (i) the Liquidation Preference and (ii) the per share amount of all cash, securities and other property (such securities or other property having a value equal to its fair market value as reasonably determined by the Board of Directors) to be distributed in respect of the Common Stock such holder would have been entitled to receive had it converted such Series A Stock immediately prior to the date fixed for such liquidation, dissolution or winding up of the Corporation. If, upon Liquidation, the assets to be distributed among the holders of Series A Stock and Parity Stock shall be insufficient to permit payment in full to the holders of Series A Stock and Parity Stock of the Liquidation Preference, then the entire assets of the Corporation shall be distributed ratably among such holders in proportion to the full Liquidation Preference (for holders of Series A Stock) and liquidation preference (for holders of Parity Stock) to which they are entitled.

(b) Remaining Assets. Upon Liquidation, after the holders of Series A Stock and Parity Stock shall have been paid in full the Liquidation Preference (for holders of Series A Stock) and liquidation preference (for holders of Parity Stock), the remaining assets of the Corporation legally available for distribution shall be distributed ratably among the holders of the Junior Stock then outstanding.

(c) Fractional Shares. The Liquidation Preference with respect to each outstanding fractional share of Series A Stock shall be equal to a ratably proportionate amount of the Liquidation Preference with respect to each outstanding share of Series A Stock.

(d) Mergers, Reorganizations, Etc. The holders of at least a majority of the then outstanding shares of Series A Stock, may elect to deem the merger, reorganization or consolidation of the Corporation into or with another corporation or other similar transaction or series of related transactions in which more than 50% of the voting power of the Corporation is disposed of in exchange for cash, property, rights or securities distributed to holders thereof by the acquiring person, firm or other entity, or the sale of all or substantially all the assets of the Corporation as a Liquidation for purposes of this Section 5.

Section 6. Redemption. Except as provided in Section 5(d), the Series A Stock is not subject to mandatory or other redemption at the option of the Corporation or any holder of Series A Stock.

Section 7. Conversion. The rights of the holders of shares of the Series A Stock to convert such shares into shares of Common Stock (the "Conversion Rights"), and the terms and conditions of such conversion, shall be as follows:

(a) Right to Convert.

(i)

Each share of Series A Stock shall be convertible, at the option of the holder thereof, at any time after the Original Issue Date, into that number of fully paid and nonassessable shares of Common Stock determined in accordance with the provisions of Section 7(b). In order to convert shares of the Series A Stock into shares of Common Stock, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or its transfer agent, together with written notice to the Corporation stating that it elects to convert the same and setting forth the name or names in which it wishes the certificate or certificates for Common Stock to be issued, and the number of shares of Series A Stock being converted.

(ii) The Corporation shall, as soon as practicable after the surrender of the certificate or certificates evidencing shares of Series A Stock for conversion at the office of the Corporation or its transfer agent (and in any event within 5 days), issue to each holder of such shares, or its nominee or nominees, a certificate or certificates evidencing the number of shares of Common Stock to which it shall be entitled and, in the event that only a part of the shares evidenced by such certificate or certificates are converted, a certificate evidencing the number of shares of Series A Stock that are not converted. Such conversion shall be deemed to have been made immediately prior to the Close of Business on the date of such surrender of the shares of Series A Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record ho lder or holders of such shares of Common Stock at such date and shall, with respect to such shares, have only those rights of a holder of Common Stock.

(b) Conversion of Series A Stock.

(i) Each share of Series A Stock (including, for the avoidance of doubt, fractional shares of Series A Stock) shall be convertible at any time after the Original Issue Date, at the option of the holder of record thereof, into the number of fully paid and nonassessable shares of Common Stock (the "Per Share Amount") equal to the quotient of (x) the Liquidation Preference of such share of Series A Stock being converted divided by (y) the Conversion Price.

(ii) No fractional shares of Common Stock shall be issued upon conversion of the Series A Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Closing Market Price on the date of conversion.

(iii) If a conversion of Series A Stock is to be made in connection with an Extraordinary Transaction or a similar transaction affecting the Corporation (other than a tender or exchange offer), the conversion of any shares of Series A Stock may, at the election of the holder thereof, be conditioned upon the consummation of such transaction, in which case such conversion shall not be deemed to be effective until such Extraordinary Transaction has been consummated. In connection with any tender or exchange offer for shares of Common Stock, holders of Series A Stock shall have the right to tender (or submit for exchange) shares of Series A Stock in such a manner so as to preserve the status of such shares as Series A Stock until immediately prior to such time as shares of Common Stock are to be purchased (or exchanged) pursuant to such offer, at which time that portion of the shares of Series A Stock so tendered which is convertible into the number of shares of Common Stock to be purchased (or exchanged) pursuant to such offer shall be deemed converted into the appropriate number of shares of Common Stock. Any shares of Series A Stock not so converted shall be returned to the holder as Series A Stock.

(iv) The Corporation shall not close its books against the transfer of Series A Stock or of Common Stock issued or issuable upon conversion of Series A Stock in any manner which interferes with the timely conversion of Series A Stock.

(c) Conversion Price. The conversion price per share for the Series A Stock shall initially be equal to the Announcement Price (the "Conversion Price") and shall be subject to adjustment from time to time as provided in this Section 7.

(d) Adjustment for Stock Splits and Combinations. If outstanding shares of the Common Stock shall be subdivided into a greater number of shares, or a dividend in Common Stock shall be paid in respect of the Common Stock, the Conversion Price in effect immediately prior to such subdivision or at the record date of such dividend shall, simultaneously with the effectiveness of such subdivision or immediately after the record date of such dividend, be proportionately reduced, and conversely, if outstanding shares of the Common Stock shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall, simultaneously with the effectiveness of such combination, be

proportionately increased. Any adjustment to the Conversion Price under this Section 7(d) shall become effective at the Close of Business on the date the subdivision or combination referred to herein beco mes effective.

(e) Reorganizations, Mergers, Consolidations or Reclassifications. In the event of any capital reorganization, any reclassification of the Common Stock (other than a change in par value) share exchange, restructuring or the consolidation or merger of the Corporation with or into another Person (collectively referred to hereinafter as "Extraordinary Transactions"), the holders of the Series A Stock shall thereafter be entitled to receive, and provision shall be made therefor in any agreement relating to an Extraordinary Transaction, upon conversion of the Series A Stock, the kind and number of shares of Common Stock or other securities or property (including cash) of the Corporation, or some other corporation resulting from such consolidation or surviving such merger to which a holder of the number of shares of the Common Stock which the Series A Stock entitled the holder thereof to convert to immediately prior to such Extraordinary Transaction would have been entitled to receive with respect to such Extraordinary Transaction; in any such case appropriate adjustment shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of the Series A Stock, to the end that the provisions set forth herein (including the specified changes and other adjustments to the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares, other securities or property thereafter receivable upon conversion of the Series A Stock. The provisions of this Section 7(e) shall similarly apply to successive Extraordinary Transactions.

(f) Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price or the number of shares of Common Stock or other securities issuable upon conversion of Series A Stock, the Corporation, at its expense, shall cause the Chief Financial Officer of the Corporation to compute such adjustment or readjustment in accordance with the Certificate of Incorporation and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first-class mail, postage prepaid, to each registered holder of the Series A Stock at the holder's address as shown on the Corporation's stock transfer books. The certificate shall set forth such adjustment or readjustment, showing in reasonable detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the Conversion Price at the time in effect for the Series A Stock, and (ii) the numb er of additional shares of Common Stock and the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Stock. Notwithstanding anything to the contrary set forth above in this Section 7(f), no certificate setting forth the adjustment or readjustment of the Conversion Price shall be prepared and sent if the amount of any such adjustment would be an amount less than one percent (1%) of the Conversion Price then in effect, but any such amount shall be carried forward and a certificate shall be prepared and sent with respect to such adjustment at the time of and together with any subsequent adjustment that, together with such amount and any other amount or amounts so carried forward, shall aggregate an increase or decrease of one percent (1%) or more.

(g) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Series A Stock, such number of shares of Common Stock or other securities of the Corporation, if applicable, as shall from time to time be sufficient to effect a conversion of all outstanding shares of Series A Stock, and if at any time the number of authorized but unissued shares of Common Stock or other securities of the Corporation, if applicable, shall not be sufficient to effect the conversion of all then outstanding shares of Series A Stock, the Corporation shall promptly seek such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock or such other securities to such number of shares as shall be suffici ent for such purpose.

(h) Payment of Transfer Taxes. The Corporation shall pay all stock transfer, documentary, and stamp taxes and (which, for the absence of doubt, shall not include any income or other taxes imposed upon the profits realized by the recipient) that may be imposed in respect of the issue or delivery of shares of Common Stock or other securities or property upon conversion of shares of Series A Stock; provided that the Corporation shall not pay any taxes or other governmental charges imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock or other securities in a name other than that in which the shares of Series A Stock so converted were registered.

(i) No Impairment. The Corporation shall not amend the Certificate of Incorporation or participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or

performed hereunder by the Corporation, but shall at all times act in good faith in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of Series A Stock against dilution or other impairment, as set forth herein.

Section 8. Voting Rights.

(a) General. Each holder of Series A Stock shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws and applicable law, and shall be entitled to vote, together with the holders of Common Stock, with respect to any question upon which the holders of Common Stock have the right to vote, except as may be otherwise provided by applicable law. Except as otherwise expressly provided herein or as required by law, the holders of Series A Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) Series A Stock. On all matters put to a vote to the holders of Common Stock, each holder of shares of Series A Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series A Stock could be converted pursuant to the provisions of Section 7 at the record date for the determination of the stockholders entitled to vote or, if no such record date is established, the date such vote is taken or any written consent of stockholders is solicited. At any meeting of stockholders of the Corporation, any shares of Series A Stock, other than those held by the Corporation or any entity controlled by the Corporation, shall be counted in determining the presence of a quorum.

(c) Class Voting Rights as to Particular Matters. In addition to any rights that the holders of Series A Stock may have pursuant to the Delaware General Corporation Law, for so long as any shares of Series A Stock are outstanding, the Corporation will not, without first obtaining the written consent or affirmative vote of holders of at least 75% of the shares of Series A Stock then outstanding, voting separately as a class, take any action with respect to any of the following matters:

(i) amend, alter, repeal, impair or change, in any respect, the rights, preferences, powers, privileges, restrictions, qualifications or limitations of the Series A Stock;

(ii) authorize or agree to authorize any increase in the number of shares of Series A Stock or issue any additional shares of Series A Stock;

(iii) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws which would adversely affect any right, preference, privilege or voting power of the Series A Stock or the holders thereof; or

(iv) agree to take any of the foregoing actions.

Section 9. Record Holders. To the fullest extent permitted by applicable law, the Corporation may deem and treat the record holder of any share of Series A Stock as the true and lawful owner thereof for all purposes, and the Corporation shall not be affected by any notice to the contrary.

Section 10. No Reissuance of Series A Stock. Except as provided in Section 13, no share or shares of Series A Stock acquired by the Corporation by reason of purchase, conversion or otherwise shall be reissued, and all such shares of Series A Stock shall be canceled, retired and eliminated from the shares of Series A Stock that the Corporation shall be authorized to issue. Any such shares of Series A Stock acquired by the Corporation shall have the status of authorized and unissued shares of Preferred Stock issuable in undesignated series and may be redesignated and reissued in any series other than as Series A Stock.

Section 11. Notices.

(a) General. All notices or communications in respect of the Series A Stock shall be sufficiently given if given in writing and delivered in person or by first-class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, in the Certificate of Incorporation or Bylaws or by applicable law or regulation. Notwithstanding the foregoing, if the Series A Stock is issued in book-entry form through The Depository Trust Company or any similar facility, such notices may be given to the holders of the Series A Stock in any manner permitted by such facility.

Section 12. Tax Withholding. The Corporation shall be entitled to deduct and withhold from amounts paid or distributed with respect to the Series A Stock such amounts as the Corporation is required to deduct and withhold under the Internal Revenue Code of 1986, as

amended, or any other applicable tax law, with the making of such payment. The Corporation shall timely remit to the appropriate taxing authority any and all amounts so deducted or withheld. Notwithstanding the foregoing, the Corporation acknowledges that is will not be required to deduct and withhold, and shall not deduct and withhold, any amount from any payment to the extent that, prior to making such payment, the Corporation has received appropriate documentation establishing an exemption from such withholding tax in the manner required by applicable tax law (which, as of the date hereof, in the case of U.S. federal withholding taxes with respect to a h older that is a U.S. person, shall consist of a properly completed U.S. Internal Revenue Service Form W-9 establishing such exemption) from the holder of the Series A Stock.

Section 13. Replacement Certificates. The Corporation shall replace any mutilated certificate at the holder's expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost at the holder's expense upon delivery to the Corporation of reasonably satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Corporation.

Section 14. Other Rights. The shares of Series A Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation or as provided by applicable law and regulation.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations to be duly executed and acknowledged by its undersigned duly authorized officer this 5th day of May, 2010.

PHILLIPS-VAN HEUSEN CORPORATION

By: /s/ Mark D. Fischer
Name: Mark D. Fischer
Title: Senior Vice President