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**

**March 15, 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 Material Definitive Agreement.**

*Purchase Agreement*

On March 15, 2010, Phillips-Van Heusen Corporation (the "Company") announced that it had entered into a definitive purchase agreement (the "Purchase Agreement") to acquire Tommy Hilfiger B.V. (together with its subsidiaries, the "TH Group"), controlled by funds affiliated with Apax Partners L.P. ("Apax", and together with the other TH Group shareholders, the "TH Shareholders") (the "Acquisition"). The consideration for the Acquisition consists of €1.924 billion in cash (the "Cash Consideration") and €276 million in shares (the "Stock Consideration") of the Company's common stock, par value $1.00 per share (the "Common Stock"), as well as the assumption by the Company of €100 million in liabilities of the TH Group. The purchase price is a debt-free/cash-free basis, and assumes a normalized level o f working capital for the TH Group at closing. The Company expects to close the transaction during its fiscal 2010 second quarter.

**Purchase Price Adjustments; Escrow**

Adjustments to Cash Consideration: The Purchase Agreement provides that the Cash Consideration will be increased by a per day "ticking fee" in the event that, subject to certain specified exceptions, the closing of the Acquisition (the "Closing") does not occur within 90 days of the signing of the Purchase Agreement. The applicable per day ticking fee is as follows: from June 14, 2010 through June 29, 2010, €170,000; from June 30, 2010 through July 29, 2010, €255,000; and from July 30, 2010 through the date immediately preceding the Closing, €370,000. In addition, the Cash Consideration is subject to upward or downward adjustment based on the working capital and net debt of the TH Group as of the Closing. If these adjustments result in the Company having to make additional payments to the TH Shareholders, such additional payments will be made in cash. ;If these adjustments result in the TH Shareholders having to make payments to the Company, any adjustment payments up to €25 million will be made in cash from an escrow account to be established in connection with the Closing and any additional adjustment payment will be made in shares of Common Stock that were issued to the TH Shareholders and placed into escrow at the Closing.

Adjustments to Stock Consideration: The stock Consideration is subject to a collar pursuant to which the number of shares of Common Stock that will be issued to the TH Stockholders will vary between $39.37-$43.74 per share of Common Stock, as measured by the average closing price over the 20 trading days immediately preceding Closing. The number of shares of Common Stock will not be subject to further adjustment outside this range.

Escrow of Cash Consideration and Stock Consideration: Portions of the Cash Consideration and Stock Consideration will be placed into escrow at the Closing in order to fund certain potential purchase price adjustments and specified indemnification obligations of the TH Shareholders.

**Conditions to Completion of the Acquisition**

The obligations of the parties to complete the Acquisition are each subject to satisfaction of the following conditions:

- expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the procuring of any applicable approvals pursuant to competition laws of Germany and Austria; and
- the absence of any statute, rule, regulation, judgment, decree, injunction or other order by certain governmental authorities that precludes completion of the Acquisition.

The obligations of the TH Group and TH Shareholders to consummate the Acquisition are also subject to satisfaction or waiver of additional conditions, including:

- the accuracy of the Company's representations and warranties in the Purchase Agreement, subject to customary materiality and material adverse effect qualifications; and
- the performance by the Company, in all material respects, of all of its obligations under the Purchase Agreement.

The obligations of the Company to consummate the Acquisition are subject to satisfaction of additional conditions, including:

- the accuracy of the TH Group's and the TH Shareholders' representations and warranties in the Purchase Agreement, subject to customary materiality and material adverse effect qualifications;
- the performance by the TH Group and the TH Shareholders, in all material respects, of all of its obligations under the Purchase Agreement.
- receipt by the Company of financing in an amount sufficient to fund the Acquisition; and
- effectiveness of all governmental approvals, except as would not reasonably be expected to have a material adverse effect on the TH Group.

**Termination of the Purchase Agreement**

The parties may terminate the Purchase Agreement by mutual written consent at any time before the completion of the Acquisition. In addition, the parties may terminate the Purchase Agreement at any time before the completion of the Acquisition if:

- the Closing has not occurred by August 16, 2010 (the "End Date"), which date may be extended in certain limited circumstances;
- the Company (in the event of a termination by the TH Shareholders) or the TH Shareholders (in the event of a termination by the Company) breaches or fails to perform any of its representations, warranties, covenants or other obligations such that the conditions to closing (as described above in "Conditions to Completion of the Acquisition") are incapable of being satisfied prior to the End Date; or
- any governmental entity of competent jurisdiction issues a final and non-appealable order, decree, injunction or ruling or takes other action permanently enjoining, restraining or otherwise prohibiting the Acquisition.

**Effect of Termination; Termination Fee**

If the Purchase Agreement is terminated for any reason set forth above in "Termination of the Purchase Agreement," except by the mutual consent of the parties or due to a willful and material breach by the TH Shareholders that is the primary reason for the failure of the Closing to occur, the Company will pay the TH Shareholders an aggregate termination fee of €69 million (the "Termination Fee"). If the Closing does not occur by June 13, 2010, the Company will deposit the Termination Fee into an escrow account established with a third-party escrow agent. In circumstances in which the Company is required to pay the Termination Fee, the Purchase Agreement provides that the Company will generally have no further liability to the TH Shareholders, except where the failure of the Closing to occur is primarily the result of any willful material breach by the Company of the Purchase Agreement.

**Financing Obligations**

Under the Purchase Agreement, the Company must use its reasonable best efforts to arrange and obtain debt financing as soon as reasonably practicable, taking into account the anticipated timing of the Closing and the Company's commercial judgment and acting in good faith. The Company's obligation to undertake the financing is subject to the condition that it will receive net proceeds in an amount that, together with the Company's available cash, is at least sufficient to fund the Acquisition and that the terms of the indebtedness is on terms that are substantially consistent with or not substantially less favorable to the Company, in the Company's good faith commercial judgment, than certain terms that the Company has agreed to with Apax or on such other terms and conditions as are acceptable to the Company in its sole discretion. The Company is not required to draw on such available financing in the event that the weighted average cost of the debt exceeds certain agreed-upon thresholds. In furtherance of obtaining such debt financing, the TH Group has agreed to use reasonable best efforts to cooperate with the Company to the extent necessary, proper or advisable.

**Representations and Warranties**

Each of the TH Shareholders and the TH Group has made customary representations and warranties regarding, among other things: capital structure; organizational documents; corporate authority; financial statements; consents and regulatory approvals; absence of undisclosed liabilities; material contracts; absence of certain litigation; compliance with law; insurance; tax matters; labor and employment matters; environmental matters; intellectual property; leases; brokers' fees and expenses; affiliate transactions and real property.

The Company has made customary representations and warranties regarding capital structure; organizational documents; corporate authority; consents and regulatory approvals; financial statements and publicly filed documents; absence of certain developments; litigation, compliance with law; permits; taxes, intellectual property and solvency.

Many of the representations and warranties in the Purchase Agreement are qualified by a "materiality" or "material adverse effect" standard (that is, they will not be deemed to be untrue or incorrect unless their failure to be true or correct, individually or in the aggregate, would, as the case may be, be material or be reasonably likely to have a material adverse effect). For purposes of the Purchase Agreement, a "material adverse effect" means any change, event, effect, development, circumstance or occurrence that has a material adverse effect on the financial condition, business or results of operations of the TH Group or the Company, as the case may be, and its respective subsidiaries, taken as a whole. However, in determining whether a material adverse effect has occurred or would reasonably be expected to occur with respect to either the TH Group or the Company, as the case may be, the parties will disregard any effects arising from or related to (except, in the case of the events described in clauses (a), (b), (d), (e) or (f), to the extent disproportionately affecting either the Company or TH Group, as the case may be, relative to other companies in the industries in which the Company or the TH Group, as the case may be, operates, but taking into account for the purposes of determining whether a material adverse effect has occurred only the disproportionate adverse impact): (a) conditions affecting the U.S. or global economy, (b) political conditions or any other acts of war, sabotage or terrorism, (c) changes in financial, banking or securities markets, (d) changes in U.S. or international accounting standards; (e) changes in any laws or other binding directives issued by a governmental entity, (f) changes generally applicable to the industry in which the TH Group or the Company, as the case may be, and its subsidiaries operate, (g) any failure by the TH Group or the Company, a s the case may be, to meet internal or published projections, forecasts or revenue or earnings projections, (h) announcement or completion of Acquisition, (i) any action taken with the other party's consent; (j) solely with respect to the Company, any changes in the share price or trading volume of the Common Stock and (k) any changes in the credit rating of the TH Group or the Company, as the case may be.

**Conduct of Target's Business Prior to Closing**

TH Group has undertaken customary covenants in the Purchase Agreement restricting the conduct of its business between the date of the Purchase Agreement and the Closing. In general, TH Group has agreed to (a) conduct its business in all material respects in the ordinary course consistent with past practice and (b) use commercially reasonable efforts to (i) preserve substantially intact its business organization and to preserve the present commercial relationships of its subsidiaries with significant customers, suppliers and other third parties with whom TH Group has significant business relations and (ii) retain the services of its key employees.

In addition, between the date of the Purchase Agreement and the Closing, TH Group has agreed, with respect to itself and its subsidiaries, to limitations on its ability to take certain actions, subject to certain exceptions, including with regard to matters such as: recapitalizations, dividends, disposition or creation of liens, amendments to organizational documents, incurrence of debt, modifications to employee benefit plans, hiring and termination of employees, transactions with affiliates, liquidations, dissolutions, mergers and other major corporate transactions, changes in financial accounting methods or practices, material contracts, capital expenditures, entering new lines of business, settlement of litigation and tax elections. These restrictions are subject to certain exceptions that have been disclosed to the Company.

**Indemnification**

The representations, warranties, covenants and other agreements set forth in the Purchase Agreement (other than those covenants that are to be performed in whole or in part after the Closing) do not survive following the Closing. As a result, except for limited indemnification rights of the Company with respect to certain tax matters and a full indemnity of the Company related to Hilfiger's Karl Lagerfeld business, which the Company will not be acquiring as part of the Acquisition, the Purchase Agreement does not contain indemnification obligations of either party with respect to breaches of such representations, warranties, covenants and other agreements.

**Regulatory Covenants; Third Party Consents**

Each party to the Purchase Agreement agrees to use reasonable best efforts to obtain as promptly as practicable all necessary governmental/regulatory approvals, including by (a) making all required filings pursuant to the HSR Act within five business days of the date of the Purchase Agreement, (b) making all other required filings pursuant to other regulatory laws as promptly as practicable and (c) not extending any waiting period under the HSR Act or entering into any agreement with the U.S. Federal Trade Commission or U.S. Department of Justice or any other governmental entity not to consummate the Acquisition without the prior written consent of the other parties.

Furthermore, each party agrees to use its reasonable best efforts to (i) avoid any claim asserted by the U.S. Federal Trade Commission or U.S. Department of Justice or any other applicable governmental entity or private party and (ii) (A) sell, divest or dispose of businesses, product lines or assets of the Company, TH Group and their respective subsidiaries and (B) take actions that would limit the Company's and/or its subsidiaries' freedom of action with respect to businesses, product lines or assets of the Company, TH Group and/or their respective subsidiaries; provided that the Company is not required to take any actions that would reasonably be expected to have a material adverse effect on the Company (determined on a pro forma basis after giving effect to the Acquisition).

**Non-Solicitation**

Under the termination of the Purchase Agreement, TH Shareholders may not solicit, encourage, seek, initiate, facilitate or engage in any discussion or negotiations with, or provide any information to or enter into any agreement with, anyone other than the Company concerning any alternative transaction, and such parties must immediately cease any ongoing discussions or negotiations.

**Governing Law**

The Purchase Agreement is governed by and will construed in accordance with the laws of the State of Delaware.

*Seller Stockholder Agreement*

Upon the closing of the Acquisition, the Company and the TH Shareholders (including various funds affiliated with Apax) will enter into a stockholder agreement (the "Seller Stockholder Agreement"). Under the terms of the Seller Stockholder Agreement, Apax will have the right to nominate one director (the "Apax Nominee") to the Board of Directors of the Company (the "Apax Board Nomination Right"). The Apax Board Nomination Right will terminate if, among other things, Apax ceases to beneficially own (net of any short interests) less than a number of shares of Common Stock equal to the greater of (i) 50% of the shares of Common Stock that Apax acquired in the Acquisition and (ii) 4% of the then outstanding shares of Common Stock.

Commencing upon the Closing, Apax and its controlled affiliates will be 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 Stockholder Agreement, the standstill period runs until the earlier of (a) the termination of the Seller Stockholder 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 last sentence of the immediately preceding paragraph) or (iii) the resignation, removal or death of the Apax Nominee and no replacement has filled such vacancy after Apax has proposed two different replacement designees, both of whom have both been rejected by the Company.

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

The Seller Stockholder Agreement also provides Apax and certain other TH Shareholders who will own more than 4% of the total number of outstanding shares of Common Stock with certain preemptive rights with respect to future issuances for cash of Common Stock, or securities convertible into, exercisable or exchangeable for Common Stock. The TH Shareholders will receive customary registration rights with respect to the shares of Common Stock received in the Acquisition.

*LNK Purchase Agreement*

On March 15, 2010, the Company entered into a Securities Purchase Agreement (the "LNK Purchase Agreement") by and among the Company, LNK Partners, L.P. ("LNK Partners") and LNK Partners (Parallel), L.P. (together with LNK Partners, "LNK"), pursuant to which the Company agreed to sell to LNK (the "LNK Share Sale"), in a private placement, 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 $100,000,000. The Series A Preferred Stock to be issued to LNK is perpetual preferred stock, with a liquidation preference of $25,000 per share, no coupon and convertible at any time into shares of the Common Stock, at a per share conversion price of $47.74 (subject to adjustment as described in "Series A Preferred Stock" below) (the "Conversion Pri ce").

Under the LNK Purchase Agreement, the obligation of each of the Company and LNK to consummate the LNK Share Sale is subject to customary conditions, including the closing of the Acquisition.

Under the terms of the LNK Purchase Agreement, the Company has agreed to (a) cover the LNK's reasonable legal fees and expenses, subject to a cap to be agreed, and (b) pay LNK a commitment fee of $1,000,000 and a transaction fee of $4,000,000, all which are payable at the closing of the LNK Share Sale.

*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 will be filed with the Secretary of State of the State of Delaware prior to the closing of the LNK Share Sale and the MSD Share Sale. The holders of the Series A Preferred Stock will not be entitled to receive dividends, other than to the extent that dividends are declared and paid on the Common Stock. In the event that dividends are declared on the Common Stock, the preferred stockholders will generally be entitled to receive the amount of cash or assets of the

Company that they would have received had they converted their shares of Series A Preferred Stock immediately prior to the record day for such dividend.

Each share of Series A Preferred Stock will be immediately convertible, at the option of the holder, into the number of shares of Common Stock equal to the quotient of (a) the liquidation preference of $25,000 and (b) the Conversion Price (initially, $47.74 per share, the closing price of a share of Common Stock as of the close of business on Friday, March 12, 2010, the business day immediately preceeding the execution of the LNK Purchase Agreement and the MSD Purchase Agreement). The Conversion Price is subject to equitable 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 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 Serie s A Preferred Stock or the holders thereof.

*LNK Stockholder Agreement*

Upon the closing of the LNK Share Sale, the Company and LNK will enter into a stockholder agreement (the "LNK Stockholder Agreement"). Under the terms of the LNK Stockholder Agreement, LNK will be provided with the right to nominate one director (the "LNK Nominee") to the Board of Directors of the Company (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 of Directors of the Company. 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 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 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 of Directors of the Company.

From the closing of the LNK Share Sale until six months following the termination of the LNK Board Nomination Right, LNK and its affiliates will be 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 will be 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 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 their shares of Series A Preferred Stock (or shares of 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 will also provide LNK with certain customary registration rights (including demand registrations and piggyback rights) with respect to shares of Common Stock into which the Series A Preferred Stock purchased by LNK in the LNK Share Sale may be converted.

*MSD Purchase Agreement*

On March 15, 2010, the Company entered into a Securities Purchase Agreement (the "MSD Purchase Agreement") by and between the Company and MSD Brand Investments, LLC ("MSD"), pursuant to which the Company agreed to sell to MSD (the "MSD Share Sale"), in a private placement, 4,000 shares of the Series A Preferred Stock, for an aggregate purchase price of $100,000,000. The terms of the MSD Purchase Agreement are substantially identical to the terms of the LNK Purchase Agreement, except as described below.

MSD is not provided with the right to nominate one director to the Board of Directors of the Company. MSD may terminate the MSD Purchase Agreement in the event that, on or prior to the closing of the Acquisition, the Company consummates either (1) a registered public offering of Common Stock or (2) an unregistered offering of Common Stock or securities convertible into, exercisable or exchangeable for Common Stock resulting in aggregate gross cash proceeds of $30 million (other than the LNK Share Sale).

Under the terms of the MSD Purchase Agreement, the Company has agreed to (a) cover the MSD's reasonable legal fees and expenses, subject to a cap to be agreed, and (b) pay MSD a commitment fee of $1,000,000 and a transaction fee of $4,000,000, all of which are payable at the closing of the MSD Share Sale.

*MSD Stockholder Agreement*

Upon the closing of the MSD Share Sale, the Company and MSD will enter into a stockholder agreement (the "MSD Stockholder Agreement"). The MSD Stockholder Agreement is substantially similar to the LNK Stockholder Agreement, except as described below. Under the terms of the LNK Stockholder Agreement, for nine months following the completion of the MSD Share Sale, LNK and its controlled affiliates will be 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; provided, however, that MSD will not be restricted from acquiring up to 9.9% of the total outstanding shares of Common Stock.

In addition, for a period of nine months following the completion of the MSD Share Sale, subject to limited exceptions, MSD will be prohibited from offering, selling, pledging or otherwise transferring, or hedging against, the shares of Series A Preferred Stock that MSD received in the MSD Share Sale (or shares of 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 Common Stock received upon the conversion of such Series A Preferred Stock), with the remaining portion available for sale following the 12-month anniversary.

**Item 3.02. Unregistered Sales of Equity Securities.**

The information set forth in Item 1.01 is incorporated herein by reference.

As described in Item 1.01, under the terms of the Purchase Agreement, the Company has agreed to issue shares of Common Stock to the TH Shareholders in a private placement of such securities as partial consideration for the Acquisition. This issuance and sale, along with issuance and sale of the Series A Preferred Stock in each of the LNK Share Sale and the MSD Share Sale, will be exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to Section 4(2) of the Securities Act. Each of the TH Shareholders, LNK and MSD has represented that it is an “accredited investor” as defined in Regulation D and that the Common Stock and Series A Preferred Stock, as applicable, is being acquired for investment purposes, and that it was acquiring the securities for investment and not with a view to or for sale in connection with any distribution thereof, and appropri ate legends will be affixed to the securities.

**Item 7.01. Regulation FD Disclosure.**

On March 15, 2010, the Company issued a press release announcing the execution of agreements related to the Acquisition, the LNK Share Sale and the MSD Share Sale. A copy of the press release is attached hereto as Exhibit 99.1. In addition, the Company provided supplemental information regarding TH Group and the Acquisition in connection with presentations to analysts and investors. A copy of the investor presentation is attached hereto as Exhibit 99.2.

In accordance with general instruction B.2 of Form 8-K, the information in this report (including exhibits) that is being furnished pursuant to Item 7.01 of Form 8-K shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act, as amended, or otherwise subject to liabilities of that section, nor shall they be deemed incorporated by reference in any filing under the Securities Act, except as expressly set forth in such filing. This report will not be deemed an admission as to the materiality of any information in the report that is required to be disclosed solely by Regulation FD.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

| Exhibit No. | Description |
|---|---|
| 99.1 | Press Release issued by Phillips-Van Heusen Corporation, dated March 15, 2010. |
| 99.2 | Investor Presentation, dated March 15, 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** (Registrant)

Date: March 15, 2010

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

**EXHIBIT INDEX**

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|---|---|
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**EXHIBIT 99.1**

**PHILLIPS-VAN HEUSEN CORPORATION**
**TOMMY HILFIGER**

# PHILLIPS-VAN HEUSEN CORPORATION TO ACQUIRE TOMMY HILFIGER B.V. FOR APPROXIMATELY $3.0 BILLION

## Will Create One Of World's Largest And Most Profitable Apparel Companies

## Expected To Accelerate International Growth And Be Immediately Accretive To EPS Before One-Time Costs And Accounting Charges

**New York, New York - March 15, 2010 –** Phillips-Van Heusen Corporation (NYSE: PVH) today announced a definitive agreement for PVH to acquire Tommy Hilfiger B.V., which is controlled by funds affiliated with Apax Partners L.P., for total consideration of €2.2 billion (approximately $3.0 billion) plus the assumption of €100 million in liabilities. The consideration includes €1.924 billion in cash and €276 million in PVH common stock. The combination will create one of the world's largest and most profitable apparel companies; a global business with combined revenue of approximately $4.6 billion.

PVH expects the transaction to be immediately accretive to earnings per share before one-time costs and accounting charges. PVH expects earnings accretion of $0.20 to $0.25 per share on a non-GAAP basis in the 2010 fiscal year ending January 30, 2011 and earnings accretion of $0.75 to $1.00 per share in the 2011 fiscal year ending January 29, 2012. The 2010 earnings accretion estimate excludes one-time cash integration costs and transaction expenses of approximately $100 million related to the transaction, or approximately $1.00 per share. PVH expects to realize approximately $40 million of annualized cost synergies in the transaction.

The closing of the transaction is subject to receipt of financing and other customary conditions, including receipt of required regulatory approvals, which PVH does not anticipate difficulty in obtaining. The transaction does not require a PVH stockholder vote and is expected to close during PVH's fiscal 2010 second quarter.

"This is a unique opportunity to bring together two premier companies, each with iconic brands, which will deliver enhanced opportunities for our stockholders, business partners, customers and employees as we leverage a combined global platform in the years ahead," said Emanuel Chirico, Chairman and Chief Executive Officer of PVH. "During almost four years as a private company under the leadership of Fred Gehring and his team, Tommy Hilfiger has continued to gain momentum in Europe and Asia, while successfully rebuilding its business in North America, producing impressive overall performance, and generating strong profitability and free cash flow even during the recession."

“We are very pleased to be joining forces with PVH, one of the premier apparel companies in the world. The scale of the combined company in the U.S. will deliver obvious benefits for both companies, while Tommy Hilfiger’s significant international presence and infrastructure offers an opportunity for PVH to introduce a number of its brands into the international market,” said Fred Gehring, Chief Executive Officer of Tommy Hilfiger. “Customers around the world love Tommy Hilfiger’s classic American cool design and brand image and this transaction provides us with the perfect platform to support continued growth and success. We look forward to building on the momentum of the two companies, delivering significant growth for our customers, employees and partners long into the future.”

Added Emanuel Chirico, “Tommy Hilfiger fits all of our acquisition criteria: a strong brand, superior management, highly profitable, immediately accretive to earnings, and focused on international growth. We also believe that our cultures are highly compatible. All of this makes us confident that this compelling combination will generate strong revenue growth, high operating margins and substantial free cash flow, which should enable us to reduce debt very quickly while continuing to grow the companies’ respective brands and businesses.”

Upon the closing of the transaction, Mr. Tommy Hilfiger will remain in his role as Principal Designer and Visionary for the Tommy Hilfiger brand. Fred Gehring will continue as CEO of Tommy Hilfiger, will assume the added responsibility as CEO of PVH’s international operations, and will join the PVH Board of Directors.

Mr. Tommy Hilfiger said: “This is the next phase in the global evolution and expansion of the Tommy Hilfiger brand. I am confident that Manny Chirico and the PVH organization will provide Tommy Hilfiger with the support and investment to allow my great partners in the Tommy Hilfiger organization to do what is necessary to take our brand to new heights. I look forward to remaining actively involved in the business and believe that PVH is the ideal partner to help us achieve our goals.”

Mr. Christian Stahl, a partner at Apax Partners, said: “Apax and PVH have a history of successful partnerships from the time we supported PVH in its acquisition of Calvin Klein. The management team of Tommy Hilfiger has done an outstanding job in growing the business in a very difficult economic time. We are very pleased that these two great companies and management teams are coming together now to form one of the most powerful global fashion businesses and that we will be a significant stockholder in PVH going forward. PVH has a track record of smoothly integrating world class brands and creating a strong platform for significant future growth. They proved it with Calvin Klein, and we look forward to a similar success with Tommy Hilfiger.”

Tommy Hilfiger’s revenue for its fiscal year ending March 31, 2010 is expected to be approximately $2.25 billion, with earnings before interest and taxes of approximately $280 million, which excludes approximately $40 million of impairment charges, and depreciation and amortization of approximately $100 million. Approximately 46% of this revenue is expected to be derived from wholesale sales, 52% from retail sales, and 2% from licensing income, with 66% of total revenue from international sources and 34% from the U.S. Tommy Hilfiger has approximately 1,000 stores globally.

**Terms and Financing of the Transaction**

PVH expects to finance the €1.924 billion cash portion of the acquisition and refinance its $300 million of existing senior unsecured notes with a combination of approximately $385 million of cash on hand, $2.45 billion of senior secured debt (including an undrawn revolver of $450 million), $600 million of senior unsecured notes and $200 million in PVH perpetual convertible preferred stock described below. In addition, PVH currently plans to raise approximately $200 million in common stock through a public offering prior to closing.

Based on the closing price of PVH common stock on Friday, March 12, 2010 and current exchange rates, PVH would issue to Apax and the other Tommy Hilfiger shareholders approximately 8.7 million shares, subject to certain adjustments, or about 13% of the pro forma outstanding shares. The selling shareholders, including Apax, have agreed to lock-up provisions for a period of 9 to 15 months, subject to certain conditions.

PVH will acquire Tommy Hilfiger on a cash-free/debt-free basis, plus the assumption of €100 million in liabilities and a customary working capital adjustment. The transaction is subject to receipt of financing by PVH, which PVH has agreed to obtain subject to certain limitations on cost and terms. In the event that the transaction does not close due to failure to obtain the financing or certain other conditions, PVH has agreed to pay €69 million to the selling shareholders.

PVH has agreed with affiliates of LNK Partners, L.P. and MSD Capital, L.P. to sell, concurrent with the closing of the transaction, $200 million of perpetual preferred stock, convertible into PVH common stock at $47.74 per share. The preferred stock has no coupon and a liquidation preference equal to the face amount. The preferred stock is convertible into approximately 6% of the pro forma outstanding shares.

In addition to Mr. Gehring, upon closing, Christian Stahl and David Landau (a partner at LNK) will join the PVH Board of Directors. Details of the transaction will be included in a filing on Form 8-K, which PVH expects to file shortly.

**Advisors**

Peter J. Solomon Company L.P. is acting as lead financial advisor to PVH in connection with the acquisition and the financing of the transaction and sole advisor to the PVH Board of Directors. Wachtell, Lipton, Rosen & Katz is serving as legal advisor to PVH.

Barclays Capital and Deutsche Bank, global debt coordinators, and Bank of America Merrill Lynch, Credit Suisse and RBC Capital Markets will arrange financing for the transaction. Barclays Capital, Deutsche Bank, Bank of America Merrill Lynch, and RBC Capital Markets also acted as financial advisors to PVH.

Credit Suisse acted as lead financial advisor to the Tommy Hilfiger Group and as sole advisor to Apax Partners. Morgan Stanley and Citi also acted as financial advisors to Tommy Hilfiger Group. Simpson Thacher & Bartlett LLP and Stibbe acted as legal advisors for the Tommy Hilfiger Group and Apax Partners. PricewaterhouseCoopers LLP acted as financial diligence advisor and Ernst & Young LLP acted as tax advisor for the group.

**Conference Call and Webcast Details**

PVH will host a conference call and webcast for the investment community today at 8:30 am ET to discuss this announcement. The dial-in number is (800) 289-0507 in the U.S. or (913) 312–0722 from outside the U.S., and the passcode is 8294120. Additional materials related to the transaction are available in the investor relations section of www.pvh.com.

The call will be broadcast live over the Internet via www.companyboardroom.com and www.pvh.com. For those who are unable to listen to the live broadcast, a replay will be available shortly after the call on the above websites for 12 months. In addition, an audio replay can be listened to for 48 hours, commencing approximately two hours after the call. To listen to the replay call, dial (888) 203-1112 in the U.S. or (719) 457-0820 from outside the U.S. and enter the passcode number 8294120.

# # #

**About PVH**

Phillips-Van Heusen Corporation is one of the world's largest apparel companies. It owns and markets the Calvin Klein brand worldwide. It is the world’s largest shirt and neckwear company and markets a variety of goods under its own brands, Van Heusen, Calvin Klein, IZOD, ARROW, Bass and G.H. Bass & Co., and its licensed brands, including Tommy Hilfiger, Geoffrey Beene, Kenneth Cole New York, Kenneth Cole Reaction, unlisted, A Kenneth Cole Production, MICHAEL Michael Kors, Sean John, Chaps, Donald J. Trump Signature Collection, JOE Joseph Abboud, DKNY and Timberland.

**About The Tommy Hilfiger Group**

With a premium lifestyle brand portfolio that includes Tommy Hilfiger and Hilfiger Denim, The Tommy Hilfiger Group of Companies is one of the world’s most recognized designer apparel groups. The Group’s focus is designing and marketing high-quality menswear, womenswear, children’s apparel and denim collections. Through select licensees, the Group offers complementary lifestyle products such as accessories, fragrances and home furnishings. Tommy Hilfiger Group merchandise is available to consumers worldwide through an extensive network of dedicated retail stores, leading specialty and department stores and other carefully controlled distribution channels. For additional information about the Tommy Hilfiger Group of Companies, please visit www.tommy.com.

**About Apax Partners**

Apax Partners is one of the world’s leading private equity investment groups. It operates across the United States, Europe and Asia and has more than 30 years of investing experience. Funds under the advice and management of Apax Partners globally total approximately $40 billion. These Funds provide long-term equity financing to build and strengthen world-class companies. Apax Partners Funds invest in companies across its global sectors of Retail & Consumer, Tech & Telecom, Media, Healthcare and Financial & Business Services. For more information visit: www.apax.com.

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212-687-8080

Investor Contact:

Michael Shaffer, Exec. V.P. & C.F.O., Phillips-Van Heusen Corp.
212-381-3523

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995: Forward-looking statements made in this press release, including, without limitation, statements relating to the Company's future revenue, earnings and cash flows, plans, strategies, objectives, expectations and intentions, including, without limitation, statements relating to the Company's proposed acquisition of Tommy Hilfiger BV and certain related companies (collectively, "Tommy Hilfiger"), are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Investors are cautioned that such forward-looking statements are inherently subject to risks and uncertainties, many of which cannot be predicted with accuracy, and some of which might not be anticipated, including, without limitation, the following: (i) the Company's plans, stra tegies, objectives, expectations and intentions are subject to change at any time at the discretion of the Company; (ii) the Company's proposed acquisition of Tommy Hilfiger is subject to conditions, which may not be satisfied, in which event the transaction may not close; (iii) in connection with the proposed acquisition of Tommy Hilfiger, the Company intends to borrow significant amounts, including by selling high yield notes, may be considered to be highly leveraged, and will have to use a significant portion of its cash flows to service such indebtedness, as a result of which the Company might not have sufficient funds to operate its businesses in the manner it intends or has operated in the past; (iv) the levels of sales of the Company's apparel, footwear and related products, both to its wholesale customers and in its retail stores, the levels of sales of the Company's licensees at wholesale and retail, and the extent of discounts and promotional pricing in which the Company and its lice nsees and other business partners are required to engage, all of which can be affected by weather conditions, changes in the economy, fuel prices, reductions in travel, fashion trends, consolidations, repositionings and bankruptcies in the retail industries, repositionings of brands by the Company's licensors and other factors; (v) the Company's plans and results of operations will be affected by the Company's ability to manage its growth and inventory, including the Company's ability to continue to develop and grow the Calvin Klein businesses in terms of revenue and profitability, and its ability to realize any benefits from Tommy Hilfiger, if the acquisition is consummated; (vi) the Company's operations and results could be affected by quota restrictions and the imposition of safeguard controls (which, among other things, could limit the Company's ability to produce products in cost-effective countries that have the labor and technical expertise needed), the availability and c ost of raw materials, the Company's ability to adjust timely to changes in trade regulations and the migration and development of manufacturers (which can affect where the Company's products can best be produced), and civil conflict, war or terrorist acts, the threat of any of the foregoing, or political and labor instability in any of the countries where the Company's or its licensees' or other business partners' products are sold, produced or are planned to be sold or produced; (vii) disease epidemics and health related concerns, which could result in closed factories, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas, as well as reduced consumer traffic and purchasing, as consumers limit or cease shopping in order to avoid exposure or become ill; (viii) acquisitions and issues arising with acquisitions and proposed transactions, including without limitation, the ability to integrate an acquired entity, such as Tommy H ilfiger, into the Company with no substantial adverse affect on the acquired entity's or the Company's existing operations, employee relationships, vendor relationships, customer relationships or financial performance; (ix) the failure of the Company's licensees to market successfully licensed products or to preserve the value of the Company's brands, or their misuse of the Company's brands and (x) other risks and uncertainties indicated from time to time in the Company's filings with the Securities and Exchange Commission.

The Company does not undertake any obligation to update publicly any forward-looking statement, including, without limitation, any estimate regarding revenue, earnings or cash flows, whether as a result of the receipt of new information, future events or otherwise.

Exhibit 99.2

PVH

TOMMY HILFIGER

## Phillips-Van Heusen and Tommy Hilfiger:

*Creating One Of The World's Largest and Most Profitable Apparel Companies*

March 15, 2010

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## Forward Looking Statements

We obtained or created the market and competitive position data used throughout this report from research, surveys or studies conducted by third parties, information provided by customers and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that each of these studies and publications and other information is reliable, we have not independently verified such data and we do not make any representation as to the accuracy of such information.

The information in this presentation contains certain forward-looking statements that reflect our view as of March 15, 2010 of future events and financial performance, including that our proposed acquisition of Tommy Hilfiger is completed on the terms proposed and is financed on the terms currently anticipated. Any such events and performance are subject to risks and uncertainties indicated in our SEC filings and our safe harbor statement in the press release issued in connection with the announcement of the transaction. Our future results of operations could differ materially from those projected herein. We do not undertake any obligation to update publicly any forward-looking statement herein.

This presentation also includes non-GAAP financial measures. Reconciliations of such measures are included at the back of this presentation.



PVH TOMMY HILFIGER

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## Emanuel Chirico

Chairman & Chief Executive Officer



PVH TOMMY HILFIGER

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•Good morning and welcome to our call to discuss the exciting news we announced this morning that Phillips-Van Heusen and Tommy Hilfiger are combining to create one of the world's largest and most profitable apparel companies.

•As Pam mentioned, with me this morning is Fred Gehring, Chief Executive Officer of Tommy, who will serve as CEO of PVH's international operations and will be responsible for the Tommy brand worldwide.  Also with us is Michael Shaffer, PVH's Executive Vice President & Chief Financial Officer.

## Transaction Summary

| | |
|---|---|
| **Terms** | • Total consideration of €2.2 billion plus the assumption of €100 million in liabilities<br>• Consideration includes €1.924 billion in cash and €276 million in PVH stock and totals approximately $3.0 billion (no debt/no cash) |
| **Financing** | • $385 million of cash on hand<br>• $2.45 billion of senior secured debt to be provided by bank syndicate, including a $450 million undrawn revolving credit facility<br>• $600 million of senior unsecured notes (refinancing $300 million of existing senior notes)<br>• $200 million in PVH perpetual convertible preferred stock with no coupon to LNK Partners and MSD Capital<br>• Approximately $200 million in new shares of PVH common stock |
| **Accretion** | • Immediately accretive to non-GAAP EPS<br>• Cost synergies: $40 million annualized |
| **Pro Forma Full Year Estimate** | • 2010 pro forma revenue of approximately $4.8 billion<br>• 2010 pro forma EBITDA of approximately $755 million[1] |
| **Management** | • Manny Chirico, Chairman & CEO<br>• Fred Gehring, CEO of International Operations, will manage Tommy brand globally<br>• Tommy senior management team expected to stay |
| **Board of Directors** | • 10 existing directors plus Fred Gehring, Christian Stahl of Apax Partners, and David Landau of LNK Partners |
| **Ownership** | • Apax & Tommy management will collectively own 13% of PVH on fully diluted basis<br>• LNK and MSD will collectively own 6% of PVH on fully diluted basis |
| **Closing** | • During PVH fiscal 2010 second quarter, subject to financing, regulatory approvals, customary closing conditions |

[1]See appendix for GAAP reconciliation



PVH TOMMY HILFIGER

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•Many of you will have seen our press release this morning and the details on the transaction summary slide.

•Let me make a few key points: This transaction is on a cash free/debt free basis at an 8.1x multiple based on estimated FY 2010 Tommy Hilfiger EBITDA and a 7.4x multiple including expected annual cost synergies.

•The combined entity will generate over $4.8 billion in revenue and $755 million of EBITDA on a 2010 estimated full year pro forma basis.

•Creates substantial value for our stockholders and is immediately accretive to EPS on a non-GAAP basis.

•Apax & Tommy management will collectively own 13% of PVH on fully diluted basis.  LNK and MSD will collectively own 6% of PVH on fully diluted basis

•Fred Gehring, Tommy's CEO will continue in that role and will assume the added responsibility as CEO of PVH's international operations and manage the Tommy brand globally.  Fred has also agreed to join the PVH Board.  We have entered into management retention arrangements with Tommy's senior management team and we welcome them to the PVH family.

# Strategic Rationale

| | |
|---|---|
| Creates One of World's Largest & Most Profitable Apparel Companies | • Calvin Klein and Tommy Hilfiger – Global "Mega-brands" with significant growth potential<br>• Brings together two highly complementary companies with iconic brands and strong growth prospects<br>• Provides increased resources to internationally grow PVH's heritage brands and businesses |
| Financially Compelling | • Immediately accretive to non-GAAP EPS<br>– $0.20 to $0.25 of accretion in FY ending January 30, 2011 (partial year)<br>– $0.75 to $1.00 of accretion in FY ending January 29, 2012<br>• Strong operating margins<br>• Solid credit profile with robust free cash flow generation driving rapid debt paydown |
| Leading Global Brands | • Calvin Klein and Tommy Hilfiger both rank among world's top designer brands with ~$5.8 billion and ~$4.5 billion, respectively, in retail sales<br>• PVH heritage brands in 2009 provided $1.6 billion in revenue. These brands have leading positions in dress furnishings and men's sports shirts<br>• Tommy has prominent European presence and 90+% brand awareness in Europe |



PVH TOMMY HILFIGER

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•*The Tommy Hilfger acquisition meets our acquisition criteria: an outstanding, highly profitable brand with a strong international operating platform, which is immediately accretive to earnings, and focused on international growth.*

•*Brings together two highly complementary companies with iconic brands. Compelling combination will generate strong sales growth, high operating margins and substantial free cash flow which will enable us to rapidly reduce debt and maintain a solid credit profile while continuing to grow the respective brands and businesses within our broader portfolio.*

•*The transaction accretion for this deal, excluding 2010 one-time costs and transaction expenses is immediate:*
*$0.20 to $0.25 on a non-GAAP basis in FY ending January 30, 2011 (partial-year basis)*
*$0.75 to $1.00 in FY ending January 29, 2012*

*The Tommy acquisition accelerates PVH's international presence and growth prospects and will build on the core strengths of each company. At the same time, it will provide increased resources to grow our respective brands and businesses.*

*Calvin Klein and Tommy Hilfiger both also rank among the world's top designer brands with approximately $5.8 billion and approximately $4.5 billion in global retail sales respectively. Add that to Tommy's prominent European presence, and you can begin to see the size and potential we are talking about.*

## Strategic Rationale

**Highly Balanced and Complementary Business Platform**

- Operations in over 80 countries reaching broad base of customers with multiple brands, price points and diversified channels of distribution
- Combined company will be balanced across channels and distribution, and price points
  - ~60/40% split of Domestic/International revenue
  - ~45% Wholesale, 45% Retail, 10% Licensing revenue mix

**Enhances and Diversifies Each Company's Brand Portfolio**

- Combination of two globally recognized, respected and complementary brands:
  - Calvin Klein: Modern, Contemporary
  - Tommy Hilfiger: Classic American Cool
- Diverse portfolio of other nationally recognized owned and licensed brands
  - Customers will benefit from greater breadth and depth in product categories and price points, commitment to innovation and quality

**Strong and Experienced Senior Management Team**

- Culturally complementary organizations with a shared management vision
- Will maintain Tommy team and culture as we have in management of Calvin Klein acquisition
- Combination will create enhanced opportunities for employees and business partners
- Both companies have demonstrated ability to operate with leverage and the ability to rapidly de-lever

**PVH Has Track Record of Integrating Acquisitions and Achieving Financial Targets**



PVH TOMMY HILFIGER

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•The combined company's portfolio will reflect an attractive balance of international and domestic operations, with Tommy Hilfiger's established international platform in Europe and Asia strategically complementing PVH's strong North American presence.

•Greater breadth and depth in product categories and price points as well as an unwavering commitment to innovation and quality.

•Approximately 60 percent of our revenue will be based in the U.S. with the remaining 40 percent coming from outside of the country. Approximately 45 percent of our business will be wholesale, 45 percent retail and 10 percent will be from licensing.

•Additionally, we will be able to provide our customers with greater breadth and depth in product categories and price points as the combination of Calvin Klein and Tommy Hilfiger will be able to provide styles and options for nearly every wardrobe.

•We are also extremely excited about the addition of Tommy's exceptionally strong and experienced management team.  Fred started the Tommy Hilfiger business in Europe in 1996 and has been running the Tommy Hilfiger brand globally since 2006.  He brings with him a wealth of talent and expertise.  We have had many discussions over the past few months and it is apparent that both PVH and Tommy are culturally complementary organizations with a shared management vision.

•We fully expect to maintain Tommy's team and culture as we did in our acquisition of Calvin Klein, meaning all of Tommy's existing design, marketing and other customer and consumer-facing operations will remain in place.  Importantly, employees of both companies will benefit from enhanced opportunities as part of a stronger and more globally diversified industry leader.

## Tommy Hilfiger Meets All Our Strategic Criteria

Iconic Global Lifestyle Brand

Enhances Core Competencies of Both Companies

Highly Balanced Business Profile With Global Distribution Network and Broad Product Offering

Strong Financial Performance And Cash Flow Generation Under Current Management

Excellent Growth Prospects

**Stable and Resilient Global Business With Growth Potential**



PVH TOMMY HILFIGER

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*•Fred and I have been speaking for an extended period on how both companies could take advantage of this unique opportunity.  The more we discussed the strategic advantages of this transaction, the more appealing it became.*

*•Over the last three years, Tommy has continued to gain momentum in Europe and Asia, while successfully rebuilding its business in North America, producing solid overall performance and generating strong cash flow.  I would point out that Tommy's exclusive arrangement with Macy's was a positive strategic decision which put the brand in alignment with its international positioning.  We will work hard to grow this important relationship.*

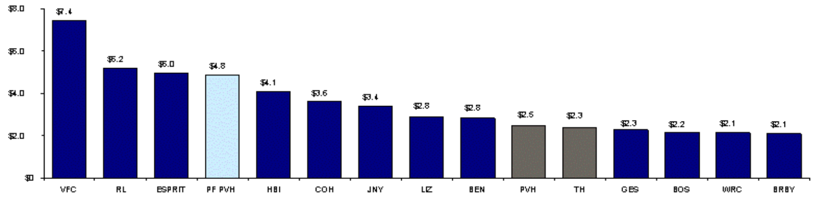
*•While I will ask Fred to talk about the past three years in more detail, Tommy exhibited strong performance and cash flow generation by focusing on its balance sheet, increasing efficiencies and significantly reducing its cost base and inventory levels across the entire organization.*

*•It has showed that it is a stable internationally-focused business with growth potential that is well positioned to benefit from the economic recovery.*

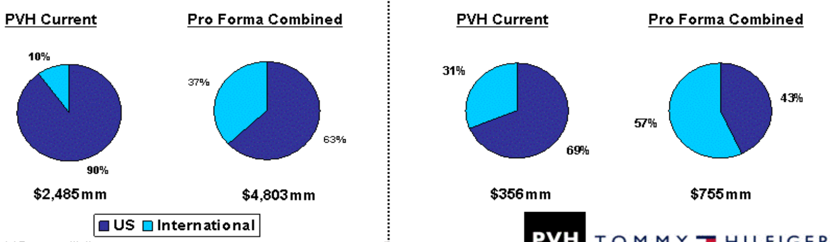
## A Diversified Global Leader

*Will become one of world's largest global apparel companies by revenue and EBITDA and have substantial scale and strength across key regions and a leading presence in multiple distribution channels*

**2010E Revenues** (in billions)




**Pro Forma 2010E Geographic Revenue** | **Pro Forma 2010E Geographic EBITDA**




See appendix for GAAP reconciliation

PVH TOMMY HILFIGER

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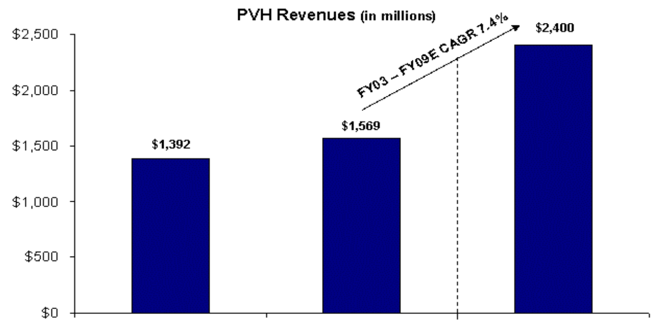
•We believe this is a transformational transaction that creates a very competitive global company.

•Our top and bottom line will be strong with broad geographic coverage and a balanced mix across channels.

•This is just a snapshot of how we see the businesses together in year one and we expect to do better as we move forward after closing.

# PVH: Acquisition Experience




| | FY02 | FY03 | FY09E | '03 – '09 CAGR |
|---|---|---|---|---|
| **EBITDA** | $94.7mm | $141.5mm | $318.2mm | **14.5%** |
| **FYE Market Cap** | 329.6mm | 532.2mm | 2,032.7mm | 25.0% |
| **FYE TEV (a)** | 515.2mm | 1,179.1mm | 2,075.7mm | 9.9% |
| **Leverage Ratio (b)** | 2.6x | 4.7x | 1.3x | |

Source: Company's public filings.
(a) Calculated using the latest publically reported net debt and preferred equity balances as of the last day of the fiscal year.
(b) Calculated as (total debt + preferred equity)/ EBITDA.

[1]See appendix for GAAP reconciliation

PVH TOMMY HILFIGER

•Proven track record of acquisitions.

•Since acquiring the Calvin Klein business in 2003, PVH has grown revenues at 7.4% compound annual growth rate and EBITDA at 14.5% CAGR.
  •Since 2003, Calvin Klein has been growing annually at a rate of about 12% to 14% a year. Even in a tough 2009, we grew CK royalty revenue 6% in 2009.
  •The fact that our brand has continued to grow and perform in a very difficult environment is a testament to the strength of the Calvin Klein brand worldwide, and the growth prospects of the brand as we go forward.

•Tommy is a very similar deal. One that we think has many of the same qualities and really allows us to deliver immediate value to shareholders and gives us the opportunity to evolve, grow and continue to look at future opportunities in a relatively short timeframe.

•With that, let me turn the call over to Fred to tell you more about Tommy and what he and his team have accomplished over the past three years.

**Fred Gehring**

Chief Executive Officer of International Operations



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# Tommy Hilfiger – An Iconic Global Lifestyle Brand

TOMMY HILFIGER

- Brand position as premium, yet affordable designer lifestyle brand with unique global reach
- Global gross retail revenue of ~€3.1bn in FY'09
- Clear brand image – "*Classic American Cool*"
- Very strong global brand awareness and excellent customer acceptance
- Favorable customer demographics with growing global customer base
- Attractive positioning in the "post-crisis", increasingly value-oriented consumer world



PVH TOMMY HILFIGER

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•Many of you are familiar with the Tommy Hilfiger brand from a US perspective. But you may not be familiar with the brand's global evolution over the years, so I'd like to update you briefly on the background

•Tommy Hilfiger founded his business in 1985 as a quintessential American preppy brand for the young at heart. It went on to become a big success but by the mid-nineties, the brand had become over-licensed, overexposed and had strayed from its original positioning in the US. By 2001, the business peaked, leading to a period of decline.

•In Europe and Asia, Tommy Hilfiger was introduced in the late nineties, also positioned as a quintessential American preppy brand for the young at heart. This mirrored the original positioning in the US and has consistently been the brand's core proposition since that time. In the past 10 years, the brand's position has continued to elevate in these regions and has led to a very firmly anchored premium, yet affordable positioning.

•Since the privatization in 2006, we have initiated many steps to re-align the brand position in the US to what it is overseas, and have achieved significant success.

•The brand image around the world today is clear and consistent: Tommy Hilfiger is Classic American Cool. If you haven't experienced the brand proposition recently, I invite you to visit the flagship store on Fifth Avenue we opened last year.

•We have extremely strong global brand awareness, customer loyalty and intent to purchase. The youthful, American spirit of the brand is highly attractive in many emerging markets.

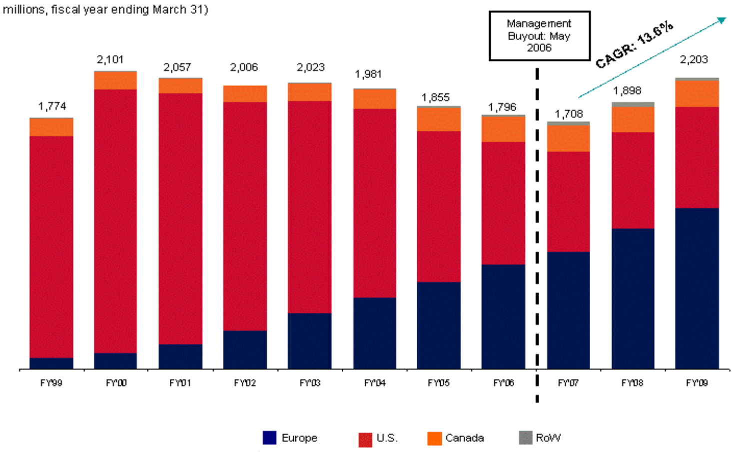
•And in the post crisis, value-oriented world, the relatively attractive pricing of our products has helped us to not only survive but thrive.

# Tommy Hilfiger: Historical Performance

## Historical Revenue Development

**Tommy Hilfiger Corp**

(USD in millions, fiscal year ending March 31)




Assumes constant exchange rate



PVH TOMMY HILFIGER

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•Let me tell you the background of the privatization in 2006. Since the launch of Tommy Hilfiger in Europe in 1997, the business in Europe experienced enormous growth with an approximate CAGR of 30% over the period. Yet the results as reported by the public company during this time only reflected the aggregate decline of the group.

•It became clear that the excellent results outside of the US, especially in Europe, were negatively balanced by the decline in the US wholesale business, and these observations led to the buy out of the Company in 2006, supported by Apax.

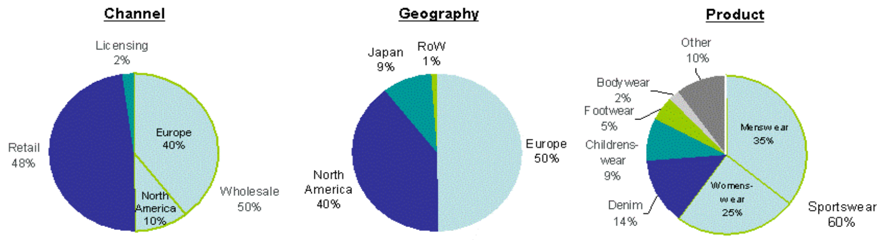
•Following privatization, we proceeded to reorganize the group, putting more emphasis on international activities, shrinking and thus reducing the dependency on the US wholesale business, ending a number of licensee relationships, and trading up the brand to become more aligned with what it represents outside of the US. We opened free-standing stores in key locations and eventually concluded a strategic exclusive alliance with Macy's.

•In the past three years we therefore allowed the growth of the international business to emerge as the group's growth driver, eventually supported by refound growth in the US.

•Accordingly in the last three years the group was able to report a CAGR of 13.6%

# Tommy Hilfiger: Balanced Business Profile

**Revenue Breakdown FY'09**




**FY'09 Revenue: €1,600 million**

- Highly balanced and well diversified profile
- Broad product offering – multiple product categories spanning men's, women's and children's
- Established platform scalable for other brands
- Global brand and approach to design; local interpretation & adaptation
- ~900 retail stores per end of FY09 of which ~50% owned and operated



PVH TOMMY HILFIGER

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•Tommy Hilfiger has a very attractively balanced business profile. Almost half of the global sales are retail versus wholesale. Half the business is in Europe, with 40% in the US and just under 10% of the business in Japan.

•In addition, our product portfolio is highly balanced and illustrates the lifestyle strength of the brand – we offer both men's and women's sportswear and denim, we have substantial childrenswear and footwear businesses, a meaningful tailored clothing business as well as a range of accessories.

•This diversification, exposure to different trends and different currencies, as well as the attractive balance between wholesale and retail, have served us well through the economic challenges of late.

•Today, there are over 1,000 Tommy Hilfiger retail stores around the world, of which almost 400 have been opened since 2006. 50% of our stores are operated by the company.

# Tommy Hilfiger: Accomplishments Under Private Ownership

U.S. Wholesale repositioned and growing

Canada Wholesale discontinued – Retail integrated into U.S. organization under consolidated leadership

Buying offices sold to Li & Fung

Material brand-related acquisitions successfully executed (Japan, EU Footwear, U.S. Handbags & Footwear, Turkey)

Significant cash flow generated during crisis - net debt materially reduced

Consistent global premium lifestyle image enforced

Strong Management team built to drive future growth



PVH TOMMY HILFIGER

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•So while being private for a period of almost four years, with the support of Apax we can highlight the following accomplishments:

- •The exclusive strategic alliance with Macy's, which has allowed the U.S. wholesale segment to grow again and the brand to shine. Tommy Hilfiger over the last few years has been one of the best performing brands in all of Macy's.
- •The reorganization of Canada, closing down the wholesale segment and focusing on retail only, under the consolidated leadership of a North American management team. This move lead to significantly higher profitability on a smaller business, using significantly less working capital.
- •The sale of our buying offices to Li and Fung in 2007, allowing us to focus fully on our core competence of design, marketing and sales. It also allowed us to significantly deleverage as a result of the sale.
- •We made some important brand related acquisitions, most importantly: European Footwear business (Fall 07), Japan license (Spring 08), and Turkey distributor (Spring 09).
- •The recent economic environment drove us to rethink our business model in various ways and led us to materially consolidate our vendor base, focus our product offer, focus our European customer base, redefine our supply chain, operate on significantly lower inventory levels and altogether become more efficient and effective.

•The Tommy Hilfiger brand image and position around the world has never been stronger and we believe we are ready to take advantage of a slowly but surely improving retail business climate.

•I will now turn it over to Michael Shaffer…

**Michael Shaffer**

Executive Vice President & Chief Financial Officer



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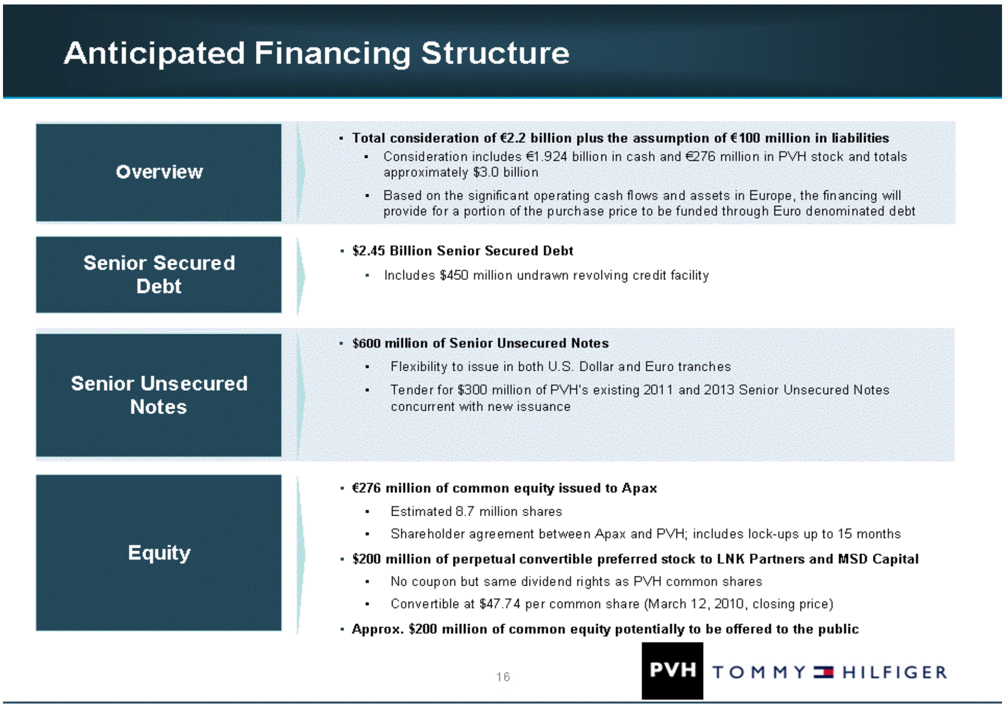


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***Thanks Fred.***

***Total consideration for this transaction is €2.2 billion, €276 million, or approximately $400 million, will be in PVH equity.***

***We will finance the cash portion of the acquisition, approximately 1.9 billion Euros, and refinance $300 million of existing senior notes, with a combination of $385 million of cash on hand, $2.45 billion of senior secured debt to be provided by a bank syndicate, including $450 million undrawn revolving credit facility, $600 million of senior unsecured notes, and approximately $200 million through a possible offering of PVH common shares.***

***Add another $200 million of perpetual convertible preferred stock to LNK Partners and MSD Capital. These shares have no coupon but will have the same dividend rights as PVH common shares.***

***It is our intention to use a portion of Euro denominated debt as a natural currency hedge for the deal.***

***Apax has agreed to a lock-up of its shares and can dispose 50% after nine months and 50% after 15 months.***

***LNK and MSD have structured a deal with PVH for $200 million of perpetual convertible participating preferred stock that have no coupon and the same dividend rights as PVH common shares. They have also agreed to certain lock-up provisions.***

# Pro Forma Financial Metrics

**Significant Cash Flow Generation + Revenue & EBITDA Growth = Rapid De-levering**

**Anticipated pro forma debt-to-EBITDA ratio at close:**

**3.6x**

**Anticipated pro forma debt-to-EBITDA ratio at end of fiscal 2012:**

**2.0x**

***Expect to generate minimum of $300 million annually in free cash flow to pay down debt***



PVH TOMMY HILFIGER

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•As Manny said, we have in place a rigorous plan to de-lever as expeditiously as possible.

•Inherent in the power of the combined company is the ability to generate tremendous amounts of free cash flow that will allow us to pay down debt and continue to invest in our businesses.

•At closing, we expect to have a debt to EBITDA ratio of approximately 3.6x and by the end of fiscal 2012 be down to approximately 2.0x.

•In each subsequent year, we anticipate having at least $300 million of free cash flow to continue to pay down debt.

•I'd now like to turn the call back over to Manny.

**Emanuel Chirico**

Chairman & Chief Executive Officer





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•*In closing, we believe this is a great deal for the company, our employees and particularly for our stockholders. I really do think that these things usually only come around once in a lifetime and we are lucky enough to have the chance again.*

•*Calvin and Tommy are iconic global mega-brands and we look forward to having the two in our portfolio and the international platform to really drive growth. With that, we will now take your questions.*

*[END SCRIPTED REMARKS]*

PVH

TOMMY HILFIGER

## Phillips-Van Heusen and Tommy Hilfiger:

*Creating One Of The World's Largest and Most Profitable Apparel Companies*

March 15, 2010

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# Appendix



PVH TOMMY HILFIGER

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# Appendix: GAAP to Non-GAAP Reconciliations

**Earnings Before Taxes, Interest, Depreciation and Amortization (EBITDA)**

| (Dollars in millions) | 2002 | 2003 | 2009E | 2010(E) (1) | 2010E (4) |
|---|---|---|---|---|---|
| GAAP earnings before interest and taxes (EBIT) | $69.0 | $59.3 | $242.3 | $503.0 | $306.0 |
| Adjustments | | $53.6 (2) | $26.2 (2) | $100.0 (3) | |
| Adjusted EBIT | $69.0 | $112.9 | $268.5 | $603.0 | $306.0 |
| Depreciation and Amortization | $25.7 | $28.6 | $49.7 | $152.0 | $50.0 |
| EBITDA as presented | $94.7 | $141.5 | $318.2 | $755.0 | $356.0 |
| Total debt and preferred equity | $249.0 | $663.8 | $399.6 | | |
| Leverage ratio (total debt and preferred equity/EBITDA) | 2.6x | 4.7x | 1.3x | | |

(1) Combined pro forma full year estimate based on management estimates assuming the transaction was completed on the first day of PVH's 2010 fiscal year

(2) Adjustments represent the elimination of restructuring and other items

(3) Represents the elimination of one-time cash integration costs and transaction expenses

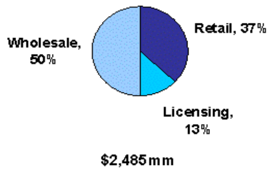
(4) Represents current PVH estimates

PVH TOMMY HILFIGER

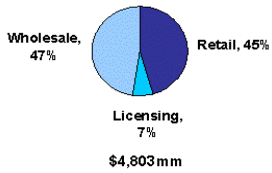
# Pro Forma 2010E

## Channel Revenue

**PVH Current**

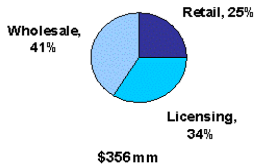



**Pro Forma Combined**




## Channel EBITDA

**PVH Current**




**Pro Forma Combined**