
**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

Date of Report (Date of earliest event reported): October 12, 2007 (October 9, 2007)

Oxford Industries, Inc.

(Exact name of registrant as specified in its charter)

**Georgia
(State or other jurisdiction
of incorporation)**

**001-04365
(Commission
File Number)**

**58-0831862
(IRS Employer
Identification No.)**

**222 Piedmont Avenue, N.E., Atlanta, GA
(Address of principal executive offices)**

**30308
(Zip Code)**

Registrant's telephone number, including area code (404) 659-2424

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))
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Item 1.01 Entry into a Material Definitive Agreement.

As previously announced on October 9, 2007, the Board of Directors of Oxford Industries, Inc. (the "Company") approved a change in the Company's fiscal year end on October 8, 2007. Effective with the Company's fiscal year which commenced on June 2, 2007, the fiscal year of the Company shall end at the end of the Saturday closest to January 31 and shall, in each case, begin at the beginning of the day next succeeding the last day of the preceding fiscal year.

In order to effect the change in the Company's fiscal year end, on October 9, 2007, the Company entered into the Fourth Amendment and Consent to Amended and Restated Credit Agreement (the "Amendment") among the Company, certain of its domestic subsidiaries, SunTrust Bank, Inc., as administrative agent, and various financial institution lenders and issuing banks, which amends the Amended and Restated Credit Agreement, dated July 28, 2004, as amended (the "Credit Agreement"), among such parties. Pursuant to the Amendment, SunTrust Bank and the various financial institution lenders and issuing banks have consented to the Company's changes in its fiscal year end and the parties thereto have further agreed to amend the Credit Agreement in certain respects, including the following items: (i) the minimum consolidated fixed charge coverage ratio as of the end of each subsequent quarter end during the term of the Credit Agreement (measured for the four quarterly periods preceding such measurement date) that is required to be maintained under the Credit Agreement has been reduced to 1.10:1.00; and (ii) commencing with the Company's fiscal year which will commence on February 3, 2008, the Company will be subject to an increased limit of \$40,000,000 on the amount of capital expenditures the Company, on a consolidated basis, will be permitted to make during any fiscal year, provided that the Company will continue to be permitted to carry over any unused amount (subject to a \$10,000,000 cap) into the following fiscal year.

The preceding is qualified in its entirety by reference to the Amendment, which is incorporated by reference herein and made a part hereof and is filed with this Current Report on Form 8-K as Exhibit 10.1.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) Mr. S. Anthony Margolis retired from the Company's Board of Directors effective as of the Company's annual meeting of shareholders, which was held on October 9, 2007, when his term on the Board of Directors expired. Mr. Margolis had reached the retirement age of 65 applicable to employee directors of the Company (other than the Company's Chief Executive Officer) under the Company's bylaws. The Company expects Mr. Margolis to continue to serve as a Group Vice President of the Company and Chief Executive Officer of the Company's Tommy Bahama Group.

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

(a) On October 9, 2007, in connection with the approval of a change in the Company's fiscal year end, the Company's Board of Directors approved an amendment to add new Article IX to the Company's bylaws which sets forth the Company's new fiscal year end. A copy of the Company's bylaws, as restated to reflect the amendment, is filed with this report as Exhibit 3.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit 3.1 Bylaws of Oxford Industries, Inc., as amended.

Exhibit 10.1 Fourth Amendment and Consent to Amended and Restated Credit Agreement

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.

OXFORD INDUSTRIES, INC.

October 12, 2007

/s/ Thomas E. Campbell

Name: Thomas E. Campbell

Title: Vice President

BYLAWS
OF
OXFORD INDUSTRIES, INC.

ARTICLE I
STOCKHOLDERS

Section 1. Annual Meetings. The Annual Meeting of the stockholders for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held at such place, either within or without the State of Georgia, on such date, and at such time, as the Board of Directors may by resolution provide, or if the Board of Directors fails to provide for such meeting by action by November 1 of any year, then such meeting shall be held at the principal office of the Company in Atlanta, Georgia, at 11 a.m. on the third Wednesday in November of each year, if not a legal holiday under the laws of the State of Georgia, and if a legal holiday, on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the stockholders may be called by the persons specified in the Company's Articles of Incorporation. Such meetings may be held at such place, either within or without the State of Georgia, as is stated in the call and notice thereof.

Section 3. Notice of Meeting. A written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Company to each holder of record of stock of the Company at the time entitled to vote, at his address as appears upon the record of the Company, not less than 10 nor more than 50 days prior to such meeting. If the Secretary fails to give such notice within 20 days after the call of a meeting the person or persons calling such meeting, or any person designated by them, may give such notice. Notice of such meeting may be waived in writing by any stockholder. Attendance at any meeting, in person or by proxy, shall constitute a waiver of notice of such meeting. Notice of any adjourned meeting of the stockholders shall not be required.

Section 4. Quorum. A majority in interest of the outstanding capital stock of the Company represented either in person or by proxy shall constitute a quorum for the transaction of business at any annual or special meeting of the stockholders. If a quorum shall not be present, the holders of a majority of the stock represented may adjourn the meeting to some later time. When a quorum is present, a vote of a majority of the stock represented in person or by proxy shall determine any question, except as otherwise provided by the Articles of Incorporation, these Bylaws, or by law.

Section 5. Proxies. A stockholder may vote, either in person or by proxy duly executed in writing by the stockholder. A proxy for any meeting shall be valid for any adjournment of such meeting.

Section 6. Record Date. The Board of Directors shall have power to close the stock transfer books of the Company for a period not exceeding seventy days preceding the date of any meeting of stockholders or the date for payment of any dividend or the date for allotment of rights or the date when any change or conversion or exchange of capital stock shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding seventy days preceding the date of any meeting of stockholders or the date for the payment of any dividend, or the date for allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, as a record date for the determination of the

stockholders entitled to such notice of, and to vote at, any such meeting, or entitled to receive payment of any such dividend or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, and in such case only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid.

Section 7. Stockholder Proposals. No proposal for a stockholder vote (other than Director nominations, to which Section 8 of Article II of these Bylaws applies) (a "Stockholder Proposal") shall be submitted by a stockholder, either pursuant to a rule of the Securities and Exchange Commission or otherwise, to the Company's stockholders unless the stockholder submitting such proposal (the "Proponent") shall have given written notice to the Company setting forth with particularity (a) the names and business addresses of the Proponent and all natural persons, corporations, partnerships, trusts or any other type of legal entity or recognized ownership vehicle (collectively, a "Person") acting in concert with the Proponent; (b) the name and address of the Proponent and the Persons identified in clause (a), as they appear on the Company's books (if they so appear); (c) the class and number of shares of capital stock of the Company beneficially owned by the Proponent and the Persons identified in clause (a); (d) a description of the Stockholder Proposal containing all material information relating thereto; and (e) such other information as the Board of Directors reasonably determines is necessary or appropriate to enable the Board of Directors and stockholders of the Company to consider the Stockholder Proposal. Stockholder Proposals (including, without limitation, the information described in the immediately preceding sentence) shall be delivered to the Secretary of the Company at the principal executive office of the Company within the time period specified in Securities and Exchange Commission Rule 14a-8(e)(2), or any successor rule. The presiding officer at any stockholders' meeting may determine that any Stockholder Proposal was not made in accordance with the procedures prescribed in these Bylaws or is otherwise not in accordance with law, and if it is so determined, such officer shall so declare at the meeting and the Stockholder Proposal shall be disregarded.

ARTICLE II

DIRECTORS

Section 1. Powers of Directors. The Board of Directors shall have the management of business of the Company, and, subject to any restriction imposed by law, by the charter, or by these Bylaws, may exercise all the powers of the corporation.

Section 2. Number of Directors. Effective January 8, 2007, the Board of Directors shall consist of 11 members.

Section 3. Meeting of Directors. The Board may by resolution provide for the time and place of regular meetings, and no notice need be given of such regular meetings. Special Meetings of the Directors may be called by the Chairman of the Board or by the President or by at least 30 percent of the Directors.

Section 4. Notice of Meeting. Notice of each meeting of the Directors shall be given by the Secretary mailing the same at least five days before the meeting or by telephone or telegraph or in person at least three days before the meeting, to each Director, except that no notice need be given of regular meetings fixed by the resolution of the Board or of the meeting of the Board held at the place of and immediately following the Annual Meeting of the stockholders.

Section 5. Executive Committee. The Board may by resolution provide for an Executive Committee consisting of such Directors as are designated by the Board. Any vacancy in such Committee may be filled by the Board. Except as otherwise provided by the law, by these Bylaws, or by resolution of the full Board, such Executive Committee shall have and may exercise the full powers of the Board of Directors during the interval between the meetings of the Board and wherever by these Bylaws, or by resolution of the stockholders, the Board of Directors is authorized to take action or to make a determination, such action or determination may be taken or made by such Executive Committee, unless these Bylaws or such resolution expressly require that such action or determination be taken or made by the full Board of Directors. The Executive Committee shall by resolution fix its own rules of procedure, and the time and place of its meetings, and the person or persons who may call, and the method of call, of its

meetings. The Chairman of the Board of Directors shall be a member of the Executive Committee and shall act as Chairman thereof.

Section 6. Compensation. A fee and reimbursement for expenses for attendance at meetings of the Board of Directors or any Committee thereof may be fixed by resolution of the full Board.

Section 7. Retirement of Directors. Any Director who is also an employee of the Company, or other than the Chief Executive Officer, shall be ineligible for election or appointment as a Director after his retirement as an employee or after reaching sixty-five (65) years of age, whichever occurs first. Any person who has served as Chief Executive Officer of the Company shall be ineligible for election or appointment as a Director after reaching seventy-two (72) years of age. Any Director who is not an employee of the Company and who is not actively employed by a company in which such Director does not beneficially own a controlling interest shall be ineligible for election or appointment as a Director after reaching seventy-two (72) years of age. Any Director who is not an employee of the Company and who is actively employed by a company in which such Director does not beneficially own a controlling interest shall be ineligible for election or appointment as a Director after reaching seventy-five (75) years of age.

Section 8. Nominations of Directors. Subject to the rights of holders of any class or series of capital stock of the Company then outstanding and except for filling vacancies on the Board of Directors in accordance with the Articles of Incorporation, nominations for the election of Directors may be made by the affirmative vote of a majority of the Directors then in office or by any stockholder of record entitled to vote generally in the election of Directors. However, any stockholder of record entitled to vote generally in the election of Directors may nominate one or more persons for election as directors at a meeting only if written notice of such stockholder's intent to make such nomination or nominations has been given, either by personal delivery or by first class United States mail, postage prepaid, to the Secretary of the Company not less than 90 days nor more than 120 days prior to the first anniversary of the date on which the Company first mailed its proxy materials for the preceding year's annual meeting of stockholders; provided, however, that if the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not later than the close of business on the later of (a) the ninetieth (90th) day prior to such annual meeting or (ii) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. Each notice to the Secretary under this Section shall set forth: (i) the name and address of record of the stockholder who intends to make the nomination; (ii) a representation that the stockholder is a holder of record of shares of the Company's capital stock entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (iii) the class and number of shares of capital stock of the Company held of record, owned beneficially, and represented by proxy, by the stockholder, and each proposed nominee, as of the date of the notice; (iv) the name, age, business and residence addresses, and principal occupation or employment of each proposed nominee; (v) a description of all arrangements or understandings between the stockholder and each proposed nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the stockholder; (vi) such other information regarding each proposed nominee as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission; and (vii) the written consent of each proposed nominee to serve as a Director if so elected. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a Director. The presiding officer of the meeting may, if the facts warrant, determine that a nomination was not made in accordance with the procedures prescribed in these Bylaws or is otherwise not in accordance with law, and if it is so determined, such officer shall so declare at the meeting and the defective nomination shall be disregarded.

Section 9. Election of Directors. Except as provided in the Company's Articles of Incorporation with respect to filling vacancies on the Board of Directors, each Director shall be elected to serve on the Board of Directors by the vote of the majority of the votes cast with respect to the Director at any meeting of the stockholders for the election of Directors at which a quorum is present, provided that if the number of nominees exceeds the number of Directors to be elected at such meeting, the Directors shall be elected by the vote of a plurality of the shares represented in person or by proxy at any such meeting and entitled to vote on the election of Directors. For purposes of this Section, a majority of the votes cast means that the number of shares voted "for" a Director must exceed the number of votes cast "against" that Director. If a Director standing for election is not elected, the Director shall offer to

tender his or her resignation to the Board of Directors. The Board of Directors, in consultation with any committee thereof so designated, shall determine whether to accept or reject the resignation, or whether other action should be taken. The Board of Directors will publicly disclose its decision and the rationale behind it within 90 days from the date of the certification of the election results.

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the Company shall consist of a Chairman of the Board of Directors, a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary and Treasurer, and such other officers or assistant officers as may be elected by the Board of Directors. Any two offices may be held by the same person, except that the same person shall not be Chief Executive Officer or President and Secretary. The Board may designate a Vice President as an Executive Vice President, and may designate the order in which the other Vice Presidents may act.

Section 2. Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the stockholders, of the Board of Directors and of the Executive Committee, unless he designates another officer to preside. He shall act in a consultative capacity and perform such other duties as the Board of Directors may from time to time direct.

Section 3. Chief Executive Officer. Subject to the directions of the Board of Directors, the Chief Executive Officer shall give general supervision and direction to the affairs of the Company. The Chief Executive Officer shall have authority to conduct all ordinary business on behalf of the Company and may execute and deliver on behalf of the company any contract, conveyance, or similar document not requiring approval by the Board of Directors or stockholders. The Chief Executive Officer shall preside at meetings in case of the absence or disability of the Chairman of the Board.

Section 4. President. Subject to the directions of the Chief Executive Officer, the President shall assist the Chief Executive Officer in giving general supervision and direction to the affairs of the Company.

Section 5. Vice President. The Vice President shall act in case of the absence or disability of the Chairman of the Board and the Chief Executive Officer. If there is more than one Vice President such Vice Presidents shall act in the order of precedence as set out by the Board of Directors, or in the absence of such designation, the Executive Vice President shall be first in order of precedence.

Section 6. Treasurer. The Treasurer shall be responsible for the maintenance of proper financial books and records of the Company.

Section 7. Secretary. The Secretary shall keep the minutes of the meetings of the stockholders, the Directors, and the Executive Committee and shall have custody of the seal of the corporation.

Section 8. Other Duties and Authorities. Each officer, employee, and agent shall have such other duties and authorities as may be conferred on him by the Board of Directors and, subject to any directions of the Board, by the Chairman of the Board.

Section 9. Removal. Any officer may be removed at any time by the Board of Directors. A contract of employment for a definite term shall not prevent the removal of any officer; but this provision shall not prevent the making of a contract of employment with any officer and any officer removed in breach of his contract of employment shall have cause of action therefor.

ARTICLE IV

DEPOSITORIES, SIGNATURES AND SEAL

Section 1. Form and Execution of Certificates. The certificates of shares of capital stock of the Company shall be in such form as may be approved by the Board of Directors and shall be signed by the Chief Executive Officer, the President, or Vice President and by the Secretary or any Assistant Secretary or the Treasurer or any Assistant Treasurer, provided that any such certificate may be signed by the facsimile of the signature of either or both of such officers imprinted thereon if the same is countersigned by a transfer agent of the Company, and provided further that certificates bearing a facsimile of the signature of such officers imprinted thereon shall be valid in all respects as if such person or persons were still in office, even though such officer or officers shall have died or otherwise ceased to be officers.

Section 2. Contracts. All contracts and other instruments shall be signed on behalf of the Company by such officer, officers, agent or agents, as the Board may from time to time by resolution provide.

Section 3. Seal. The corporate seal of the Company shall be as follows:

(Imprint Seal)

The seal may be affixed to any instrument by any officer of the Company and may be lithographed or otherwise printed on any document with the same force and effect as if it had been imprinted manually.

ARTICLE V

STOCK TRANSFERS

Section 1. Form and Execution of Certificates. The certificates of shares of capital stock of the Company shall be in such form as may be approved by the Board of Directors and shall be signed by the Chief Executive Officer, the President or a Vice President and by the Secretary or any Assistant Secretary or the Treasurer or any Assistant Treasurer, provided that any such certificate may be signed by the facsimile of the signature of either or both of such officers imprinted thereon if the same is countersigned by a transfer agent of the Company, and provided further that certificates bearing a facsimile of the signature of such officers imprinted thereon shall be valid in all respects as if such person or persons were still in office, even though such officer or officers shall have died or otherwise ceased to be officers.

Section 2. Transfer of Shares. Shares of stock in the Corporation shall be transferable only on the books of the Company by proper transfer signed by the holder of record thereof or by a person duly authorized to sign for such holder of record. The Company or its transfer agent shall be authorized to refuse any transfer unless and until it is furnished such evidence as it may reasonable require showing that the requested transfer is proper.

Section 3. Lost, Destroyed or Mutilated Certificates. The Board may by resolution provide for the issuance of certificates in lieu of lost, destroyed or mutilated certificates and may authorize such officer or agent as it may designate to determine the sufficiency of the evidence of such loss, destruction or mutilation and the sufficiency of any security furnished to the Company and to determine whether such duplicate certificate should be issued.

Section 4. Transfer Agent and Registrar. The Board may appoint a transfer agent or agents and a registrar or registrars of transfer, and may require that all stock certificates bear the signature of such transfer agent or such transfer agent and registrar.

ARTICLE VI

INDEMNITY

Section 1. Indemnity. Each person who is now, has been, or who shall hereafter become a Director or officer of the Corporation, whether or not then in office, shall be indemnified by the Corporation against all costs and expenses reasonably incurred by or imposed upon him in connection with or resulting from any demand, action, suit or proceedings or threat thereof, to which he may be made a party as a result or by reason of his being or having been a Director or officer of the Corporation or of any other corporation which he serves as a Director or officer at the request of the Corporation, except in relation to matters as to which a recovery shall be had against him or penalty imposed upon him by reason of his having been finally adjudged in such action, suit or proceedings to have been derelict in the performance of his duties as such Director or officer. The foregoing right to indemnify shall include reimbursement of the amounts and expenses paid in settling any such demand, suit or proceedings or threat thereof when settling the same appears to the Board of Directors or the Executive Committee to be in the best interest of the Corporation, and shall not be exclusive of other rights to which such Director or officer may be entitled as a matter of law.

ARTICLE VII

AMENDMENTS

Section 1. Amendments. Except as otherwise provided in the Articles of Incorporation or in resolutions of the Board of Directors pursuant to which preferred stock is issued, the Board of Directors or the stockholders shall have the power to alter, amend or repeal the Bylaws or to adopt new Bylaws. The stockholders may prescribe that any Bylaw or Bylaws adopted by them shall not be altered, amended or repealed by the Board of Directors. Except as otherwise provided in the Articles of Incorporation or in resolutions of the Board of Directors pursuant to which preferred stock is issued, action by the Board of Directors with respect to the Bylaws shall be taken by the affirmative vote of a majority of all Directors then holding office, and action by the stockholders with respect to the Bylaws shall be taken by the affirmative vote of the holders of a majority of all shares of common stock.

ARTICLE VIII

BUSINESS COMBINATIONS

Section 1. Business Combinations. All the requirements of Article 11A of the Georgia Business Corporation Code (the "Code"), which includes Sections 14-2-1131, 14-2-1132 and 14-2-1133 of the Code, shall be applicable to the Company.

ARTICLE IX

FISCAL YEAR

Section 1. Fiscal Year. Effective with the Company's fiscal year which commenced on June 2, 2007, the fiscal year of the Company shall end at the end of the Saturday closest to January 31 and shall, in each case, begin at the beginning of the day next succeeding the last day of the preceding fiscal year.

FOURTH AMENDMENT AND CONSENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This FOURTH AMENDMENT AND CONSENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), made as of _____, 2007, among Oxford Industries, Inc., a Georgia corporation ("Parent"), Oxford of South Carolina, Inc., a South Carolina corporation, and Viewpoint International, Inc., a Delaware corporation, as Borrowers, the Domestic Subsidiaries of the Borrowers party to the Credit Agreement (as defined below) as Guarantors, the Lenders (as defined in the Credit Agreement) party hereto, and SunTrust Bank, as the Administrative Agent.

WITNESSETH:

WHEREAS, the Borrowers, the Guarantors, the Lenders, the financial institutions party thereto as Issuing Banks and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement, dated as of July 28, 2004, as modified and amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of January 10, 2005, as further modified and amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of September 21, 2005 and as further modified and amended by that certain Third Amendment to Amended and Restated Credit Agreement dated as of July 27, 2007 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Loan Parties intend to change their year-end for accounting purposes from the Friday occurring closest to each May 31 to the Saturday occurring closest to each January 31 (the "Fiscal Year Change");

WHEREAS, the Loan Parties have requested that the Lenders consent to the Fiscal Year Change, and the Lenders have agreed to consent to such request pursuant to the terms and subject to the conditions set forth herein;

WHEREAS, the parties further wish to amend the Credit Agreement as set forth herein upon the terms and conditions contained herein;

NOW THEREFORE, in consideration of the premises, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, as amended hereby, and further agree as follows:

1. Amendments to Credit Agreement.

(a) Section 1.1 of the Credit Agreement, Definitions, is hereby amended by inserting the following defined term in appropriate alphabetical order therein:

"Transition Fiscal Year" means the fiscal year of Borrowers beginning on June 2, 2007 and ending on February 2, 2008"

(b) Section 8.7 of the Credit Agreement, Liquidation; Change in Ownership, Name, or Year; Disposition or Acquisition of Assets; Etc., is hereby further amended by deleting subsection (g) thereof in its entirety and by inserting the following in lieu thereof:

"(g) Change its year-end for accounting purposes from the fiscal year ending on the Saturday occurring closest to each January 31, except upon thirty (30) days prior written notice to the Administrative Agent; provided, that: (i) its new fiscal year end shall be the Saturday occurring closest to any of April 30, July 31 or October 31; (ii) upon a change in its fiscal year end, the amounts set forth in Sections 8.7(b)(iii), 8.12 and 8.13 shall be prorated for the period beginning on the first day of the fiscal year for which the change becomes effective and ending on the last

day of such fiscal year; and (iii) upon a change in its fiscal year end, the fiscal year end referenced in Sections 8.7(b)(iii), 8.12 and 8.13 shall be deemed to be the new fiscal year end;”

(c) Section 8.10 of the Credit Agreement, Fixed Charge Coverage Ratio, is hereby amended by deleting the table in such Section in its entirety and by inserting the following in lieu thereof:

Quarters Ending Closest To:	Ratio:
August 31, 2004 through May 31, 2006	1.50 to 1.00
August 31, 2006 through August 31, 2007	1.75 to 1.00
November 30, 2007 and thereafter	1.10 to 1.00

(d) Section 8.12 of the Credit Agreement, Capital Expenditures, is hereby amended by deleting such Section in its entirety and by inserting the following in lieu thereof:

“Section 8.12 Capital Expenditures. The Borrower Parties shall not, nor shall they permit their Subsidiaries to, make or incur in the aggregate any Capital Expenditures in any fiscal year in excess of \$40,000,000; provided, however that during the Transition Fiscal Year such Capital Expenditures in the aggregate shall not be in excess of \$30,000,000; provided, further, that in the event that the Borrower Parties make Capital Expenditures less than such amounts in any fiscal year, up to \$10,000,000 of the unused available Capital Expenditures amount may be carried forward to increase the Capital Expenditures limitation for the next succeeding fiscal year.”

(e) Section 8.13 of the Credit Agreement, Limitation on Leases, is hereby amended by deleting the table in such Section in its entirety and by inserting the following in lieu thereof:

Fiscal Year Ending Closest To:	Maximum Increase:
May 31, 2005	\$10,000,000
May 31, 2006	\$10,000,000
May 31, 2007	\$10,000,000
Transition Fiscal Year	\$ 8,000,000
January 31, 2009 and thereafter	\$10,000,000

2. Consent to Fiscal Year Change. The Lenders hereby consent to the Fiscal Year Change and waive compliance with Section 8.7 of the Credit Agreement and any other provision of the Loan Documents, only to the extent necessary to avoid a Default as a result of the Fiscal Year Change.

3. No Other Amendment or Waiver. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided above, operate as a waiver of any right, power or remedy of the Administrative Agent, the Lenders or Issuing Banks under the Credit Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of the Credit Agreement or any of the other Loan Documents. Except for the amendments and consents set forth above, the text of the Credit Agreement and all other Loan Documents shall remain unchanged and in full force and effect and each Borrower hereby ratifies and confirms its obligations thereunder.

This Amendment shall not constitute a modification of the Credit Agreement or a course of dealing with the Administrative Agent, the Lenders or the Issuing Banks at variance with the Credit Agreement such as to require further notice by the Administrative Agent, the Lenders or the Issuing Banks to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future. Nothing in this Amendment is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the Obligations or to modify, affect or impair the perfection or continuity of the Administrative Agent's or the Lenders' security interests in, security titles to, or other Liens on, any Collateral for the Obligations.

4. Conditions on Effectiveness. This Amendment shall become effective as of the date hereof when, and only when, the Administrative Agent, on behalf of the Issuing Banks and the Lenders, shall have received:

(a) counterparts of this Amendment duly executed by the Borrowers and the Majority Lenders;

(b) all amounts set forth in that certain fee letter dated as of _____ by and among Parent and SunTrust Robinson Humphrey Capital Markets, a division of SunTrust Capital Markets, Inc.;

(c) an amendment fee, for the ratable benefit of the Lenders, in an amount equal to \$140,000; and

(d) such other information, documents, instruments or approvals as the Administrative Agent may require.

5. Representations and Warranties of Borrower Parties. Each Borrower Party represents and warrants as follows:

(a) Such Borrower Party is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization;

(b) The execution, delivery and performance by such Borrower Party of this Amendment and the Loan Documents, as amended hereby, are within such Borrower Party's legal powers, have been duly authorized by all necessary company action and do not contravene (i) such Borrower Party's organizational documents, or (ii) law or contractual restrictions binding on or affecting such Borrower Party;

(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body, is required for the due execution, delivery and performance by such Borrower Party of this Amendment or any of the Loan Documents, as amended hereby, to which such Borrower Party is or will be a party;

(d) This Amendment and each of the other Loan Documents, as amended hereby, to which such Borrower Party is a party constitute legal, valid and binding obligations of such Borrower Party, enforceable against such Borrower Party in accordance with their respective terms; and

(e) No Default or Event of Default exists.

6. Reference to and Effect on the Loan Documents. Upon the effectiveness of this Amendment, on and after the date hereof each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement," "thereunder," "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

7. Costs, Expenses and Taxes. Borrowers agree to pay on demand all out-of-pocket expenses of the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including, but not limited to, the reasonable fees and disbursements of counsel for the Administrative Agent.

8. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof, except to the extent otherwise provided in the Loan Documents.

9. Loan Document. This Amendment shall be deemed to be a Loan Document for all purposes.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by their duly authorized officers in Atlanta, Georgia, all as of the day and year first above written.

BORROWERS:

OXFORD INDUSTRIES, INC., as a Borrower

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

OXFORD OF SOUTH CAROLINA, INC. as a Borrower

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

TOMMY BAHAMA GROUP, INC. (formerly known as VIEWPOINT INTERNATIONAL, INC.), as a Borrower

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

GUARANTORS:

LIONSHEAD CLOTHING COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

OXFORD CARRIBBEAN, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

BEN SHERMAN CLOTHING, INC., a Georgia corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

OXFORD GARMENT, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

OXFORD INTERNATIONAL, INC., a Georgia corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

TOMMY BAHAMA R&R HOLDINGS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

TOMMY BAHAMA BEVERAGES, LLC, a Delaware limited liability company

By: **Tommy Bahama R&R Holdings, Inc.**, a Delaware corporation, as its sole member

By: _____
Name: _____
Title: _____

TOMMY BAHAMA TEXAS BEVERAGES, LLC, a Texas limited liability company

By: **Tommy Bahama Beverages, LLC**, a Delaware limited liability company, as its sole member

By: **Tommy Bahama R&R Holdings, Inc.**, a Delaware corporation, as its sole member

By: _____
Name: _____
Title: _____

PIEDMONT APPAREL CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

SFI OF OXFORD ACQUISITION CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

LENDER GROUP:

SUNTRUST BANK, as the Administrative Agent, an Issuing Bank and a Lender

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as a Lender and an Issuing Bank

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender

By: _____
Name: _____
Title: _____

HSBC BUSINESS CREDIT (USA) INC., as a Lender

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A. formerly known as JPMORGAN CHASE BANK, as a Lender

By: _____
Name: _____
Title: _____

SHANGHAI COMMERCIAL BANK LTD., as a Lender and
an Issuing Bank

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THE CIT GROUP/COMMERCIAL SERVICES, INC., as a
Lender

By: _____
Name: _____
Title: _____

WACHOVIA BANK, NATIONAL ASSOCIATION, as a
Lender and an Issuing Bank

By: _____
Name: _____
Title: _____

HSBC BANK USA, NATIONAL ASSOCIATION (formerly
HSBC Bank USA), as an Issuing Bank

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: _____
Name: _____
Title: _____

ISRAEL DISCOUNT BANK OF NEW YORK, as a Lender

By: _____
Name: _____
Title: _____