
**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): **August 31, 2012**

GUESS?, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-11893

(Commission File Number)

95-3679695

(IRS Employer Identification No.)

1444 S. Alameda Street Los Angeles, California 90021

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(213) 765-3100**

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 originally described in a Current Report on Form 8-K dated July 6, 2011, Guess?, Inc., a Delaware corporation (the “Company”), is a party to a Credit Agreement, dated as of July 6, 2011 (the “Credit Agreement”), with JPMorgan Chase Bank, N.A., as administrative agent, L/C issuer and swing line lender, and the lenders party thereto, providing for a \$200 million secured revolving credit facility.

On August 31, 2012, the Company increased its borrowing capacity under the Credit Agreement from \$200 million to \$300 million by exercising the accordion feature in the Credit Agreement pursuant to a Lender Joinder Agreement (the “Accordion Joinder”) with JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto. Also on August 31, 2012, the Company entered into an Amendment (the “First Amendment”) to the Credit Agreement with the lenders party thereto to provide for (i) access to a new \$100 million accordion feature, subject to certain conditions and the willingness of existing or new lenders to assume such increased amount and (ii) greater flexibility in certain of the Company’s covenants under the Credit Agreement.

This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Credit Agreement (included as an exhibit to the Company’s Current Report on Form 8-K dated July 6, 2011), the First Amendment (attached hereto as Exhibit 10.1) and the Accordion Joinder (attached hereto as Exhibit 10.2), each of which is incorporated herein by reference.

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

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03.

As of August 31, 2012, there were no direct borrowings and approximately \$1.2 million in letters of credit outstanding under the Credit Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Amendment No. 1 to Credit Agreement dated as of August 31, 2012, among Guess?, Inc. and the lenders party thereto and acknowledged by JPMorgan Chase Bank, N.A., as administrative agent.
- 10.2 Lender Joinder Agreement dated as of August 31, 2012, among Guess?, Inc., the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

SIGNATURES

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

Date: August 31, 2012

GUESS?, INC.

By: /s/ Dennis R. Secor
Dennis R. Secor
Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
10.1	Amendment No. 1 to Credit Agreement dated as of August 31, 2012, among Guess?, Inc. and the lenders party thereto and acknowledged by JPMorgan Chase Bank, N.A., as administrative agent.
10.2	Lender Joinder Agreement dated as of August 31, 2012, among Guess?, Inc., the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This Amendment No. 1 to Credit Agreement dated as of August 31, 2012 (this "Amendment") is entered into by and among Guess ?, Inc. (the "Borrower") and the Lenders party hereto with reference to the Credit Agreement, dated as of July 6, 2011 (as amended, restated, extended, supplemented or otherwise modified in writing prior to the date hereof, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender. Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings set forth for those terms in the Credit Agreement.

WHEREAS, pursuant to Section 2.14 of the Credit Agreement, the Borrower has notified the Administrative Agent and the Lenders that it intends to increase (the "2012 Increase") the Aggregate Commitments by \$100,000,000 on or before September 30, 2012;

WHEREAS, certain Lenders have agreed to increase their Commitments and certain Additional Lenders have agreed to provide new Commitments in an aggregate amount equal to the 2012 Increase; and

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders agree to certain amendments to the Credit Agreement prior to the 2012 Increase.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2 of this Amendment, the Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting, in alphabetical order, the following new defined term:

"2012 Increase" means the increase to the Aggregate Commitments by \$100,000,000 by certain Lenders and certain Additional Lenders on or before September 30, 2012.

(b) The definition of "Approved Currency Sublimit" in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference therein to "\$50,000,000" with a reference to "\$200,000,000".

(c) The definition of "Consolidated Fixed Charge Coverage Ratio" in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference therein to "\$75,000,000" with a reference to "\$125,000,000".

(d) The definition of “EBITDAR” in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference therein to “\$75,000,000” with a reference to “\$125,000,000”.

(e) The definition of “Total Adjusted Leverage Ratio” in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference therein to “\$75,000,000” with a reference to “\$125,000,000”.

(f) Section 2.14(a) of the Credit Agreement is hereby amended by replacing the reference therein to “\$100,000,000” with a reference to “\$200,000,000, which amount shall automatically reduce to \$100,000,000 without further action by any party upon the earlier to occur of (x) consummation of the 2012 Increase and (y) September 30, 2012”.

(g) Section 7.02(j) of the Credit Agreement is hereby amended by replacing the reference therein to “\$250,000,000” with a reference to “\$300,000,000”.

(h) Section 7.02(r) of the Credit Agreement is hereby amended by replacing the reference therein to “\$400,000,000” with a reference to “\$500,000,000”.

2. Conditions Precedent. This Amendment shall become effective on the date (the “Amendment Effective Date” that the Administrative Agent shall have received each of the following:

(a) counterparts of this Amendment duly executed by the Borrower, Lenders constituting Required Lenders and the Administrative Agent;

(b) a written consent hereto (the “Consent”) executed by the Guarantors in substantially the form of Exhibit A attached hereto;

(c) a certificate of a Responsible Officer of the Borrower stating that (A) the representations and warranties contained in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of such certification, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement, and (B) no Default has occurred and is continuing; and

(d) all fees required to be paid to the Administrative Agent or any Lender and all expenses for which reasonably detailed invoices have been presented on or before the Amendment Effective Date shall have been paid.

3. Representations and Warranties. The Borrower represents and warrants to the Administrative Agent and the Lenders that (a) the representations and warranties contained in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of such certification, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement, and (b) no Default now exists.

4. Confirmation. On and after the Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” 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 by the Amendment. In all other respects, the terms of the Credit Agreement and the other Loan Documents are hereby confirmed.

5. Counterparts. This Amendment may be executed in any number of counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

6. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. In addition to and without limitation of any of the foregoing, this Amendment shall be deemed to be a Loan Document and shall otherwise be subject to all of the terms and conditions contained in Sections 10.14 and 10.15 of the Credit Agreement, as amended by the Amendment, *mutatis mutandi*.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above by their duly authorized representatives.

GUESS ?, INC.

By: /s/ Dennis Secor

Name: Dennis Secor

Title: Senior Vice President and Chief Financial Officer

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

By: /s/ Keith Winzenried
Name: Keith Winzenried
Title: Credit Executive

Bank of America, as a Lender

By: /s/ Adam Feit
Name: Adam Feit
Title: Senior Vice President

Bank of the West, as a Lender

By: /s/ Shikha Rehman
Name: Shikha Rehman
Title: Senior Vice President

HSBC Bank USA, National
Association, as a Lender

By: /s/ Dean Lochrie
Name: Dean Lochrie
Title: Vice President

Exhibit A to Amendment No. 1

CONSENT

Dated as of August 31, 2012

Each of the undersigned hereby (a) acknowledges that (i) it has reviewed Amendment No. 1, dated as of August 31, 2012 (the "Amendment"; capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Amendment) to the Credit Agreement, dated as of July 6, 2011, among Guess ?, Inc., as the Borrower, the Lenders party thereto and the Administrative Agent, (ii) the Guaranty remains in full force and effect, and (iii) under the terms of the Guaranty, it guarantees the Guaranteed Obligations (as defined in the Guaranty), and (b) agrees that the Guaranty is hereby reaffirmed, ratified, approved and confirmed in each and every respect, except that, upon the effectiveness of, and on and after the date of, this Amendment, each reference in the Guaranty 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 by the Amendment.

GUESS.com, Inc.
GUESS? Retail, Inc.
GUESS? Value, LLC
GUESS? Bermuda Holdings, LLC

By: _____
Name:
Title:

LENDER JOINDER AGREEMENT

August 31, 2012

To: Guess ?, Inc.
1444 South Alameda Street
Los Angeles, California 90021
Attention: Dennis Secor, Chief Financial Officer

To: JPMorgan Chase Bank, N.A.,
as the Administrative Agent
560 Mission Street, 19th Floor
San Francisco, California 94105
Attention: Alex Rogin

Gentlemen and Ladies:

We refer to the Credit Agreement, dated as of July 6, 2011, as amended by Amendment No. 1 to Credit Agreement (“Amendment No. 1”), dated as of August 31, 2012 (as the same may be further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), among Guess ?, Inc. (the “Borrower”), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender. Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in the Credit Agreement.

1. Pursuant to Section 2.14 of the Credit Agreement, the Borrower has requested, and each of the undersigned (collectively, the “Increasing Lenders”) has agreed to provide, new or additional revolving commitments (collectively, the “Increased Commitments”) in the amounts set forth opposite each such Increasing Lender’s name on Schedule I attached hereto.

2. Each Increasing Lender having a Commitment under the Credit Agreement prior to the date hereof hereby agrees that such Commitment will be increased by the amount of its Increased Commitment, effective on the Increase Effective Date (as defined below). Each other Increasing Lender (each, an “Additional Lender”) agrees that its Increased Commitment will be a Commitment for all purposes under the Credit Agreement, and that such Additional Lender shall be a Lender for all purposes under the Credit Agreement, in each case effective on the Increase Effective Date (as defined below). Each Increasing Lender hereby acknowledges and confirms that it has received a copy of the Credit Agreement (including the schedules and exhibits thereto and all amendments thereto) and each other Loan Document. Each Increasing Lender acknowledges that it has made its own independent investigation and credit evaluation of the Borrower in connection with entering into this Lender Joinder Agreement (this “Agreement”).

3. This Agreement and the obligation of each Increasing Lender to make Loans under its respective Increased Commitment shall become effective on the date (the “Increase Effective Date”) the Administrative Agent is in receipt of:

- (i) counterparts of this Agreement duly executed by the Borrower, the Increasing Lenders and the Administrative Agent;
- (ii) a written consent hereto (the "Consent") duly executed by the Guarantors in substantially the form of Exhibit A attached hereto;
- (iii) such certificates of resolutions of each Loan Party as the Administrative Agent may reasonably require evidencing such Loan Party's approval of or consent to this Agreement or the Consent, as the case may be, Amendment No. 1 (or the "Consent" referred to therein (the "Amendment Consent"), as the case may be), and the Increased Commitments;
- (iv) favorable opinions of O'Melveny & Myers LLP and the General Counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, in a form reasonably acceptable to the Administrative Agent, with respect to (i) the due authorization of this Agreement, the Consent, Amendment No. 1 and the Amendment Consent and the enforceability of this Agreement, the Consent, Amendment No. 1, the Amendment Consent and the Credit Agreement, as modified by this Agreement, and (ii) such other matters as the Lenders or the Administrative Agent may reasonably request;
- (v) a certificate of a Responsible Officer of the Borrower either (A) stating that all consents, licenses and approvals required in connection with the execution, delivery and performance by the Borrower and the validity against the Borrower of this Agreement and of Amendment No. 1 have been obtained, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required;
- (vi) a certificate of a Responsible Officer of the Borrower stating that both before and after giving effect to the 2012 Increase, (A) the representations and warranties contained in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of such certification, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement, and (B) no Default has occurred and is continuing; and
- (vii) all fees required to be paid to the Administrative Agent or any Lender and all expenses for which reasonably detailed invoices have been presented on or before the Increase Effective Date shall have been paid.

4. On the Increase Effective Date, and after giving effect to any Credit Extension expected to be made by the Borrower on such date, the Revolving Credit Exposures of the Lenders, including any outstanding Committed Loans, Swing Line Exposure and L/C Obligations, will be reallocated in such amounts that after giving effect to such reallocation, the Revolving Credit Exposures of the Lenders will be ratable in accordance with the Lenders' revised Applicable Percentages after giving effect to the Increased Commitments.

5. Each Increased Commitment and each Loan made thereunder shall bear interest and fees, and all payments of principal, interest and fees thereon shall be payable, in the amounts and at the times applicable to Commitments and Loans under the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Increasing Lenders in the applicable currency in immediately available funds at the Administrative Agent's Office in accordance with the Credit Agreement.

6. On and after the Increase Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" 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 modified by this Agreement. In all other respects, the terms of the Credit Agreement and the other Loan Documents are hereby confirmed.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. This Agreement may be amended or modified only in writing signed by each party hereto.

9. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of the terms and conditions contained in Sections 10.14 and 10.15 of the Credit Agreement, as amended by the Amendment, *mutatis mutandi*.

[Remainder of page intentionally left blank.]

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

GUESS ?, INC.

By: /s/ Dennis Secor
Name: Dennis Secor
Title: Senior Vice President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: /s/ Keith Winzenried
Name: Keith Winzenried
Title: Credit Executive

JPMORGAN CHASE BANK, N.A., as an Increasing Lender

By: /s/ Keith Winzenried
Name: Keith Winzenried
Title: Credit Executive

Barclays Bank PLC, as an Increasing Lender

By: /s/ Alicia Borys
Name: Alicia Borys
Title: Vice President

Bank of America, N.A., as an Increasing Lender

By: /s/ Adam Feit
Name: Adam Feit
Title: Senior Vice President

Bank of the West, as an Increasing Lender

By: /s/ Shika Rehman
Name: Shika Rehman
Title: Senior Vice President

By: /s/ Dean Lochrie
Name: Dean Lochrie
Title: Vice President

Schedule I

Increasing Lender		Increased Commitment
JPMorgan Chase Bank, N.A.	\$	30,000,000
Barclays Bank Plc	\$	25,000,000
Bank of America, N.A.	\$	20,000,000
Bank of the West	\$	12,500,000
HSBC Bank USA, National Association	\$	12,500,000
Total:	\$	100,000,000

Exhibit A

CONSENT

Dated as of August 31, 2012

Each of the undersigned hereby (a) acknowledges that (i) it has reviewed the Lender Joinder Agreement, dated as of August 31, 2012 (the "Agreement"; capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Agreement) with reference to the Credit Agreement, dated as of July 6, 2011, among Guess ?, Inc., as the Borrower, the Lenders party thereto and the Administrative Agent, as the same may be amended, restated, extended, supplemented or otherwise modified in writing from time to time, (ii) the Guaranty remains in full force and effect, and (iii) under the terms of the Guaranty, it guarantees the Guaranteed Obligations (as defined in the Guaranty), and (b) agrees that the Guaranty is hereby reaffirmed, ratified, approved and confirmed in each and every respect, except that, upon the effectiveness of, and on and after the date of, the Agreement, each reference in the Guaranty 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 modified by the Agreement.

GUESS.com, Inc.
GUESS? Retail, Inc.
GUESS? Value, LLC
GUESS? Bermuda Holdings, LLC

By: _____
Name:
Title:
