FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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PATENT & TRADEMARK OFFICE

U.S. Department of Commerce

03-01-2000

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U.S. Patent & TMOfc/TM Mail Rcp

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RECORDATI TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Levi Strauss & Co.

Execution Date Month Day Year: 01202000

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: a Delaware Corporation

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Collateral Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 1455 Market Street, 12th Floor

Address (line 2): Agency Management 10831, Mail Code CA5-701-12-09

dress (line 3): San Francisco (City) CA (State/Country) 94103 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment)*
- [ ] Corporation
- [X] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: United States

03/01/2000 TTON11 00000006 1552985

01 FC:481 40.00 OP
02 FC:482 3325.00 OP
03 FC:998 25.00 OP

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (415) 984-8774

Name Jill H. Matichak, Esq.

Address (line 1) O'Melveny & Myers LLP

Address (line 2) Embarcadero Center West

Address (line 3) 275 Battery Street, Suite 2600

Address (line 4) San Francisco, CA 94111-3305

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 11

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/540,952	75/571,753	75/855,803	1,552,985	1,313,554	1,319,462
75/831,617	75/519,959	75/855,800	1,758,468	404,248	1,139,254
75/855,801	75/855,802	75/855,804	2,061,841	1,135,196	1,125,823

Number of Properties

Enter the total number of properties involved. # 134

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 3365.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 500639

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Hilary West — Name of Person Signing

Hilary West — Signature

1/24/99 — Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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☐ Corporation ☐ Association

☐ Other

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☐ Citizenship/State of Incorporation/Organization

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[X] Mark if additional numbers attached

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Trademark Application Number(s)			Registration Number(s)		
75/855 805	75/808,406	75/808,407	1,236,456	1,154,935	928,351
75/643 577	75/643,578	75/643,579	1,828,914	1,728,637	1,435,757
75/643 580	75/706,614	75/714,120	1,485,361	1,591,926	1,728,638
75/714 121	75/863,451	75/863,452	1,467,447	1,484,379	1,594,12[illegible]
75/492 955	75/539,999	75/791,895	1,992,468	1,928,037	1,593,713
75/492 935	75/492,936	75/492,950	1,598,685	1,596,556	1,140,440
75/510 415	75/746,716	75/461,118	1,976,817	716,664	223 725

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Trademark Application Number(s)			Registration Number(s)		
75/461,124	75/492,938	75/574,319	1,381,510	1,320,881	1,013,886
75/574,317	75/510,417	75/574,318	849,437	1,041,846	1,122,468
75/624,171	75/562,738	75/863,450	1,155,926	2,259,153	1,998,735
75/863,374			2,299,596	250,265	581,670
			1,140,011	1,124,018	1,130,486
			1,160,367	961,194	896,521
			2,253,693	1,209,784	1,181,227

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Trademark Application Number(s)			Registration Number(s)		
			875,680	1,745,887	844,639
			2,251,513	2,253,713	1,319,335
			2,146,959	2,257,507	1,248,357
			1,137,974	1,384,408	966,098
			695,380	1,334,399	2,132,082
			2,079,853	2,080,163	2,080,162
			690,964	1,130,911	690,935

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Trademark Application Number(s)			Registration Number(s)		
			671,993	817,029	1,464,702
			516,561	577,490	720,3[illegible]6
			1,157,306	1,157,769	1,183,022
			774,625	356,701	775,4[illegible]2
			523,665	1,044,246	1,122,467
			1,030,033	1,095,986	1,140,853
			119,816	1,132,268	1,234,121

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Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

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Trademark Application Number(s)			Registration Number(s)		
			1,836,235		

Schedule A to

Grant of Trademark Security Interest

U.S. Trademark Registrations

	Trademark	Reg. No.	Reg. Date
1.	501	1,552,985	8/22/89
2.	505	1,313,554	1/8/85
3.	517	1,319,462	2/12/85
4.	A LOOSE INTERPRETATION OF THE ORIGINAL	1,758,468	3/16/93
5.	Arcuate Design	404,248	11/16/43
6.	Arcuate Design	1,139,254	9/2/80
7.	BATHTUB BLEACH	2,061,841	5/13/97
8.	Batwing Design	1,135,196	5/13/80
9.	BEND OVER	1,125,823	10/9/79
10.	BEND OVER	1,236,456	5/3/83
11.	Button Design	1,154,935	5/19/81
12.	Button Design	928,351	2/1/72
13.	CAPITAL E	1,828,914	3/29/94
14.	DOCKERS	1,728,637	10/27/92
15.	DOCKERS	1,435,757	4/7/87
16.	DOCKERS	1,485,361	4/19/88
17.	DOCKERS	1,591,926	4/17/90
18.	DOCKERS & Design	1,728,638	10/27/92

	Trademark	Reg. No.	Reg. Date
19.	DOCKERS & Design	1,467,447	21/1/87
20.	DOCKERS & Design	1,484,379	4/12/88
21.	DOCKERS & Design	1,594,121	5/1/90
22.	DOCKERS GOLF	1,992,468	8/13/96
23.	DOCKERS GOLF Design	1,928,037	10/17/95
24.	DOCKERS Logo	1,593,113	4/24/90
25.	DOCKERS Logo	1,598,685	5/29/90
26.	DOCKERS Logo	1,596,556	5/15/90
27.	EASY-SIZER	1,140,440	10/14/80
28.	GET READY	1,976,817	5/28/96
29.	Guarantee Ticket Design	716,664	6/6/61
30.	Guarantee Ticket Design	223,725	2/8/27
31.	Guarantee Ticket Design	1,381,510	2/4/86
32.	HARDWEAR	1,320,881	2/19/85
33.	HARDWEAR JEANS	1,013,886	6/17/75
34.	Housemark	849,437	5/21/68
35.	Housemark	1,041,846	6/22/76
36.	Housemark	1,122,468	7/17/79
37.	Housemark	1,155,926	5/26/81
38.	Housemark	2,259,153	7/6/99
39.	L2	1,998,735	9/3/96
40.	LEVI.COM	2,299,596	12/14/99

	Trademark	Reg. No.	Reg. Date
41.	LEVI'S	250,265	12/4/28
42.	LEVI'S	581,610	10/27/53
43.	LEVI'S	1,140,011	9/30/80
44.	LEVI'S	1,124,018	8/14/79
45.	LEVI'S	1,130,486	2/5/80
46.	LEVI'S	1,160,367	7/7/81
47.	LEVI'S	961,194	6/19/73
48.	LEVI'S	896,521	8/1170
49.	LEVI'S	2,253,693	6/15/99
59.	LEVI'S FOR MEN	1,209,784	9/21/82
51.	LEVI'S FOR MEN	1,181,227	12/8/81
52.	LITTLE LEVI'S	875,680	8/26/69
53.	LOOSE MAN Design	1,745,887	1/12/93
54.	NUVO	844,639	2/20/68
55.	ORIGINAL LEVI'S STORE	2,251,513	6/8/99
56.	ORIGINAL LEVI'S STORE & Design	2,253,713	6/15/99
57.	PATTERNS	1,319,335	2/12/85
58.	PERSONAL PAIR	2,146,959	3/31/98
59.	PERSONAL PAIR & Design	2,257,507	6/29/99
60.	POCKET PAL	1,248,357	8/16/83

	Trademark	Reg. No.	Reg. Date
61.	QUALITY NEVER GOES OUT OF STYLE	1,137,974	7/22/80
62.	Running Man Design	1,384,408	2/25/86
63.	SADDLEMAN	966,098	8/14/73
64.	SADDLEMAN Design	695,380	3/29/60
65.	SHRINK-TO-FIT	1,334,399	5/7/85
66.	SILVERTAB	2,132,082	1/27/98
67.	SLATES	2,079,853	7/15/97
68.	SLATES & Design	2,080,163	7/15/97
69.	SLATES Logo	2,080,162	7/15/97
70.	SOCIETY CLUB	690,964	1/15/60
71.	SOFTSPORT	1,130,911	2/12/80
72.	SPIKES	690,935	1/15/80
73.	STA-PREST	671,993	12/30/58
74.	STA-PREST	817,029	10/18/66
75.	SUTTER CREEK	1,464,702	11/10/87
76.	Tab Design w/ LEVI'S	516,561	10/18/49
77.	Tab Design	577,490	7/21/53
78.	Tab Design	720,376	8/22/61
79.	Tab Design	1,157,306	6/9/81
80.	Tab Design	1,157,769	6/16/81
81.	Tab Design	1,183,022	12/22/81

	Trademark	Reg. No.	Reg. Date
82.	Tab Design	774,625	8/4/64
83.	Tab Design	356,701	5/10/38
84.	Tab Design	775,412	8/18/64
85.	Two Horse Design	523,665	4/11/50
86.	Two Horse Design	1,044,246	4/20/76
87.	Two Horse Design	1,122,467	7/17/79
88.	Two Horse Label	1,030,033	1/13/76
89.	Two Horse Label	1,095,986	7/11/78
90.	Two Horse Label	1,140,853	10/28/80
91.	TWO HORSE	119,816	12/11/17
92.	VAMP	1,132,268	4/1/80
93.	WITH A SKOSH MORE ROOM	1,234,121	4/5/83
94.	XACTLY	1,836,235	5/10/94

U.S. Trademark Applications

	Trademark	Serial No.	Filing Date
1.	Bar Tack Stitching Design	75/540,952	8/20/98
2.	CUT FROM THE ORIGINAL CLOTH	75/571,753	10/16/98
3.	D Logo	75/855,803	11/22/99
4.	DOCKERS Golf Logo	75/831,617	10/25/99
5.	DOCKERS.COM	75/519,959	7/16/98
6.	DOCKERS Logo	75/855,800	11/22/99
7.	DOCKERS Logo	75/855,801	11/22/99
8.	DOCKERS Logo	75/855,802	11/22/99
9.	DOCKERS Logo	75/855,804	11/22/99
10.	DOCKERS Logo	75/855,805	11/2/99
11.	ENGINEERED JEANS	75/808,406	9/22/99
12.	ENGINEERED JEANS	75/808,407	9/22/99
13.	EQUIPMENT FOR LEGS Design	75/643,577	2/18/99
14.	EQUIPMENT FOR LEGS Design	75/643,578	2/18/99
15.	EQUIPMENT FOR LEGS	75/643,579	2/18/99
16.	EQUIPMENT FOR LEGS	75/643,580	2/18/99

	Trademark	Serial No.	Filing Date
17.	EXACT	75/706,614	5/17/99
18.	ICD	75/714,120	5/26/99
19.	INDUSTRIAL CLOTHING DIVISION	75/714,121	5/26/99
20.	LEVI'S And Design (Twisted Leg Logo)	75/863,451	12/3/99
21.	LEVI'S And Design (Twisted Leg Logo)	75/863,452	12/3/99
22.	LEVIS.COM	75/492,955	5/29/98
23.	Loop Tab	75/539,999	8/20/98
24.	LOT 53	75/791,895	9/3/99
25.	ORIGINAL SPIN	75/492,935	5/29/98
26.	ORIGINAL SPIN	75/492,936	5/29/98
27.	ORIGINAL SPIN	75/492,950	5/29/98
28.	R and Design	75/510,415	6/26/98
29.	RECODE	75/746,716	6/26/98
30.	SILVER LINE	75/461,118	3/31/98
31.	SILVER LINE	75/461,124	3/31/98
32.	SILVER LINE	75/492,938	5/29/98
33.	SLATES	75/574,319	10/21/98
34.	SLATES & Design	75/574,317	10/21/98
35.	Stitched R and Design	75/510,417	6/26/98
36.	SLATES Logo	75/574,318	10/21/98

	Trademark	Serial No.	Filing Date
37.	STYLE@WORK	75/624,171	1/20/99
38.	Tab (2-Dimensional)	75/562,738	10/1/98
39.	Twisted Leg Logo	75/863,450	12/3/99
40.	Twisted Leg Logo	75/863,374	12/3/99

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Levi Strauss & Co., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor will enter into the Bridge Credit Agreement to be dated as of January 28, 2000 (said Bridge Credit Agreement, as it may be amended, modified, or supplemented from time to time, being the "Bridge Credit Agreement") with the several financial institutions from time to time party thereto (collectively, "Bridge Banks"), the several financial institutions party thereto as Co-Syndication Agents, the financial institution party thereto as Documentation Agent, Bank of America, N.A. as Administrative Agent for Bridge Banks and Bank of America, N.A. as Collateral Agent for Bridge Banks pursuant to which Bridge Banks make certain commitments, subject to the terms and conditions set forth in the Bridge Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor will enter into the Amended and Restated 1999 180 Day Credit Agreement to be dated as of January 28, 2000 (said Amended and Restated 1999 180 Day Credit Agreement, as it may be amended, modified, or supplemented from time to time, being the "180 Day Credit Agreement") with the several financial institutions from time to time party thereto (collectively, "180 Day Banks"), the several financial institutions party thereto as Co-Documentation Agents, Bank of America, N.A. as Administrative Agent for 180 Day Banks and Bank of America, N.A. as Collateral Agent for 180 Day Banks pursuant to which 180 Day Banks make certain commitments, subject to the terms and conditions set forth in the 180 Day Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor will enter into the Amended and Restated 1997 364 Day Credit Agreement to be dated as of January 28, 2000 (said Amended and Restated 1997 364 Day Credit Agreement, as it may be amended, modified, or supplemented from time to time, being the "364 Day Credit Agreement") with the several financial institutions from time to time party thereto (collectively, "364 Day Banks"), the several financial institutions party thereto as Senior Managing Agents, the several financial institutions party thereto as Managing Agents, the several financial institutions party thereto as Co-Agents, Bank of America, N.A. as Agent for 364 Day Banks and Bank of America, N.A. as Collateral Agent for 364 Day Banks pursuant to which 364 Day Banks make certain commitments, subject to the terms and conditions set forth in the 364 Day Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor will enter into the 1997 Second Amended and Restated Credit Agreement to be dated as of January 28, 2000 (said 1997 Second Amended and Restated Credit Agreement, as it may be amended, modified, or supplemented from time to time, being the "Five Year Credit Agreement" and, together with the Bridge Credit Agreement, the 180 Day Credit Agreement and the 364 Day Credit Agreement, the "Credit Agreements"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the

TRADEMARK
REEL: 002023 FRAME: 0903

several financial institutions from time to time party thereto (collectively, "Five Year Banks" and, together with Bridge Banks, 180 Day Banks and 364 Day Banks, "Banks"), the several financial institutions party thereto as Senior Managing Agents, the several financial institutions party thereto as Managing Agents, the several financial institutions party thereto as Co-Agents, Bank of America, N.A. as Agent for Five Year Banks and Bank of America, N.A. as Collateral Agent for Five Year Banks (in such capacity, and in its capacity as Collateral Agent for Bridge Banks, 180 Day Banks and 364 Day Banks, "Secured Party") pursuant to which Five Year Banks make certain commitments, subject to the terms and conditions set forth in the Five Year Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor and Levi Strauss & Co. Europe Financial Services, S.C.A. may from time to time enter, or may from time to time have entered, into one or more Lender Derivative/FX Contracts; and

WHEREAS, pursuant to the terms of four separate Pledge and Security Agreements to be dated as of January 28, 2000 (as amended, modified, or supplemented from time to time, the "Pledge and Security Agreements"), each among Grantor, Secured Party and the other grantors named therein, Grantor agrees to create in favor of Secured Party secured and protected interests in, and Secured Party agrees to become a secured creditor with respect to, the Trademark Collateral to secure Grantor's obligations under the Bridge Credit Agreement, the 180 Day Credit Agreement, the 364 Day Credit Agreement and the Five Year Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreements, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any

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indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which Grantor is a party or any Negative Pledge permitted under the Credit Agreements on such rights or interests; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby will be more fully set forth in the Pledge and Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of January 20, 2000.

Levi Strauss & Co.

By: _____

Name: JOSEPH M. MAURER

Title: VICE PRESIDENT & TREASURER

RECORDED: 01/27/2000

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