Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Levi Strauss & Co.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State (a Delaware corporation)
- ☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

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

Internal Address: _____

Street Address: 1455 Market St., CA5-701-05-19

City: San Francisco State: CA Zip: 94103

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☐ Corporation-State _____
- ☑ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☑ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☑ Security Agreement
- ☐ Change of Name
- ☐ Other _____

Execution Date: September 29, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached Schedule

B. Trademark Registration No.(s)

See Attached Schedule

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark E. Miller, Esq.

Internal Address: _____

O'Melveny & Myers LLP

Embarcadero Center West

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 103

7. Total fee (37 CFR 3.41).....$ 2630.00

- ☐ Enclosed
- ☑ Authorized to be charged to deposit account

8. Deposit account number:

500639

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Mark E. Miller, Esq. — Name of Person Signing

Mark E. Miller — Signature

9-29-2003 — Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH $2630.00 500639 78142765

SF1:525383

700046029

ANNEX A to Grant of Trademark Security Interest (Filed with the U.S. Patent & Trademark Office) 09/24/2003 PAGE 1
Grantor: Levi Strauss & Co., 1155 Battery Street, San Francisco, CA 94111
Secured Party: Bank of America, N.A., as Admin. Agent, Mail CA5-701-05-19, 1455 Market Street, San Francisco, CA 94103

Cty	Ip number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP20834A	ARCUATE (NO LOCATION)	APPLICATION PENDING	78/142765	07/10/2002		
USA	IP20835A	ARCUATE/TAB	APPLICATION PENDING	78/144339	07/16/2002		
USA	IP00152A	GUARANTEE TICKET	REGISTERED	72/074345	05/22/1959	0716644	06/06/1961
~~USA~~	~~IP10861A~~	~~DOCKERS (ST/GA)~~	~~REGISTERED~~		~~04/12/1989~~	~~[illegible]~~	~~08/01/1989~~
~~USA~~	~~IP10865C~~	~~DOCKERS LOGO VARIATION (ST/GA)~~	~~REGISTERED~~		~~04/12/1989~~	~~[illegible]~~	~~08/01/1989~~
~~USA~~	~~IP10865B~~	~~DOCKERS LOGO VARIATION (ST/GA)~~	~~REGISTERED~~		~~04/12/1989~~	~~[illegible]~~	~~08/01/1989~~
~~USA~~	~~IP10862B~~	~~DOCKERS & DESIGN (ST/GA)~~	~~REGISTERED~~		~~04/12/1989~~	~~[illegible]~~	~~08/01/1989~~
~~USA~~	~~IP10865A~~	~~DOCKERS LOGO VARIATION (ST/GA)~~	~~REGISTERED~~		~~04/12/1989~~	~~[illegible]~~	~~08/01/1989~~
~~USA~~	~~IP10862A~~	~~DOCKERS LOGO VARIATION (ST/GA)~~	~~REGISTERED~~		~~04/12/1989~~	~~[illegible]~~	~~08/01/1989~~
~~USA~~	~~IP10861B~~	~~DOCKERS (ST/GA)~~	~~REGISTERED~~		~~04/12/1989~~	~~[illegible]~~	~~08/01/1989~~
USA	IP00012A	BUTTON DESIGN	REGISTERED	72/382313	01/28/1971	0928351	02/01/1972
USA	IP00029A	HARD WEAR JEANS	REGISTERED	73/031987	09/13/1974	1013886	06/17/1975
USA	IP00159E	TWO HORSE LABEL	REGISTERED	73/022316	05/24/1974	1030033	01/13/1976
USA	IP00030C	HOUSEMARK	REGISTERED	73/062248	09/05/1975	1041846	06/22/1976
USA	IP00159F	TWO HORSE (DESIGN)	REGISTERED	73/062249	09/05/1975	1044246	07/20/1976
USA	IP00159G	TWO HORSE LABEL	REGISTERED	73/112100	01/12/1977	1095986	07/11/1978
USA	IP00159H	TWO HORSE (DESIGN)	REGISTERED	73/181210	08/07/1978	1122467	07/17/1979
USA	IP00030D	HOUSEMARK	REGISTERED	73/181214	08/07/1978	1122468	07/17/1979
USA	IP00047D	LEVI'S	REGISTERED	73/120559	03/28/1977	1124018	08/14/1979
USA	IP00008A	BEND OVER	REGISTERED	73/181320	08/07/1978	1125823	10/09/1979
USA	1P00047E	LEVI'S	REGISTERED	73/180144	07/28/1978	1130486	02/05/1980
USA	IP0003OF	BATWING	REGISTERED	73/176009	06/26/1978	1135196	05/13/1980
USA	IP00064A	QUALITY SLOGAN	REGISTERED	73/206526	03/08/1979	1137974	07/22/1980
USA	IP00001A	ARCUATE	REGISTERED	73/169399	05/08/1978	1139254	09/02/1980
USA	IP00047C	LEVI'S	REGISTERED	73/210408	04/05/1979	1140011	09/30/1980
USA	IP00159A	TWO HORSE LABEL (VARIATION)	REGISTERED	73/176884	07/03/1978	1140853	10/28/1980
USA	IP00009L	TAB (RED)	REGISTERED	73/021698	05/16/1974	1157306	06/09/1981
USA	IP00009M	TAB (BLANK)	REGISTERED	72/263725	02/01/1967	1157769	06/16/1981
USA	IP00009N	TAB (RED)	REGISTERED	73/021698-A	05/16/1974	1183022	12/22/1981
USA	IP00159C	TWO HORSE (WORDS)	REGISTERED	71/104235	06/02/1917	119816	12/11/1917
USA	IP00008B	BEND OVER	REGISTERED	73/359449	04/12/1982	1236456	05/03/1983
USA	IP00561A	POCKET PAL (STYLIZED)	REGISTERED	73/372614	07/01/1982	1248357	08/16/1983
USA	IP04976A	505	REGISTERED	73/440370	08/22/1983	1313554	01/08/1985
USA	IP04853A	PATTERNS	REGISTERED	73/463977	02/03/1984	1319335	02/12/1985
USA	IP04977A	517	REGISTERED	73/440371	08/22/1983	1319462	02/12/1985
USA	IP04907A	HARDWEAR	REGISTERED	73/469549	03/12/1984	1320881	02/19/1985
USA	IP00683A	SHRINK-TO-FIT	REGISTERED	73/443997	09/16/1983	1334399	05/07/1985
USA	IP07871A	GUARANTEE TICKET DESIGN	REGISTERED	73/501376	09/27/1984	1381510	02/04/1986
USA	IP08642A	RUNNING MAN DESIGN	REGISTERED	73/550408	07/29/1985	1384408	02/25/1986
USA	IP08680A	DOCKERS	REGISTERED	73/620320	09/16/1986	1435757	04/07/1987
USA	IP08092A	SUTTER CREEK	REGISTERED	73/652148	03/30/1987	1464702	11/10/1987
USA	IP09526A	DOCKERS & DESIGN	REGISTERED	73/646812	02/27/1987	1467447	12/01/1987
USA	IP09830A	DOCKERS & DESIGN	REGISTERED	73/677916	08/10/1987	1484379	04/12/1988
USA	IP09829A	DOCKERS	REGISTERED	73/677290	08/10/1987	1485361	04/19/1988
USA	IP00194B	501	REGISTERED	73/768165	10/24/1988	1552985	08/22/1989
USA	IP10860A	DOCKERS	REGISTERED	73/795674	04/17/1989	1591926	04/17/1990
USA	IP10862A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795676	04/17/1989	1593113	04/24/1990

Cty	Ip number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP10861A	DOCKERS & DESIGN	REGISTERED	73/795677	04/17/1989	1594121	05/01/1990
USA	IP10864A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795673	04/17/1989	1596556	05/15/1990
USA	IP10863A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795675	04/17/1989	1598685	05/29/1990
~~USA~~	~~IP10020A~~	~~TWO HORSE LABEL (ST/OA)~~	~~REGISTERED~~			~~1620[illegible]~~	~~02/27/1989~~
USA	IP08453A	DOCKERS	REGISTERED	74/130445	01/14/1991	1728637	10/27/1992
~~USA~~	~~IP00050A~~	~~LEVI'S (ST/NM)~~	~~REGISTERED~~			~~17006~~	~~10/12/1906~~
USA	IP12528A	DOCKERS GOLF	REGISTERED	74/589407	10/24/1994	1992468	08/13/1996
~~USA~~	~~IP00204B~~	~~LEVI'S (ST/DE)~~	~~REGISTERED~~		~~00/11/1930~~	~~1006[illegible]~~	~~00/18/1998~~
USA	IP12960A	BATHTUB BLEACH	REGISTERED	74/589409	10/24/1994	2061841	05/13/1997
USA	IP13874C	SLATES	REGISTERED	74/692996	06/22/1995	2079853	07/15/1997
USA	IP13878B	SLATES LOGO DESIGN	REGISTERED	75/031302	11/14/1995	2080162	07/15/1997
USA	IP13877A	SLATES & DESIGN	REGISTERED	75/031304	11/14/1995	2080163	07/15/1997
USA	IP10060A	SILVERTAB	REGISTERED	75/174755	09/11/1996	2132082	01/27/1998
USA	IP12512B	PERSONAL PAIR	REGISTERED	74/677313	01/18/1995	2146959	03/31/1998
USA	IP08253A	GUARANTEE TICKET	REGISTERED	71/227374	02/16/1926	223725	02/08/1927
USA	IP15631A	ORIGINAL LEVI'S STORE	REGISTERED	75/500273	06/11/1998	2251513	06/08/1999
USA	IP15938A	LEVI'S	REGISTERED	75/493759	06/01/1998	2253693	06/15/1999
USA	IP15934A	ORIGINAL LEVI'S STORE & DESIGN	REGISTERED	75/500274	06/11/1998	2253713	06/15/1999
USA	IP14787A	PERSONAL PAIR & DESIGN	REGISTERED	75/165823	09/13/1996	2257507	06/29/1999
USA	IP15940A	HOUSEMARK	REGISTERED	75/449347	03/12/1998	2259153	07/06/1999
USA	IP15936A	LEVI.COM	REGISTERED	75/493760	06/01/1998	2299596	12/14/1999
USA	IP15859A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	75/562738	10/01/1998	2320789	02/22/2000
USA	IP19160A	ORIGINAL SPIN	REGISTERED	75/492950	05/29/1998	2334499	03/28/2000
USA	IP19159A	ORIGINAL SPIN	REGISTERED	75/492936	05/29/1998	2337360	04/04/2000
USA	IP16098A	LOOP TAB	REGISTERED	75/539999	02/22/1999	2344189	04/18/2000
USA	IP15935A	DOCKERS.COM	REGISTERED	75/519959	07/16/1998	2356119	06/06/2000
USA	IP19161A	ORIGINAL SPIN	REGISTERED	75/492935	05/29/1998	2,386,196	09/12/2000
USA	IP00298A	ACTION SLACKS	REGISTERED	73/770553	12/20/1988	2388937	09/26/2000
USA	IP15650A	CUT FROM THE ORIGINAL CLOTH	REGISTERED	75/571753	10/16/1998	2400748	10/31/2000
USA	IP13694A	LOT 53	REGISTERED	75/791895	09/03/1999	2443476	04/10/2001
USA	IP19809A	EXACT	REGISTERED	75/706614	05/17/1999	2460259	06/12/2001
USA	IP20267A	WINGS & ANCHOR II	REGISTERED	75/855801	11/22/1999	2464621	06/26/2001
USA	IP12533A	RECODE	REGISTERED	75/746716	07/08/1999	2493277	09/25/2001
USA	IP20259	ENGINEERED JEANS LOGO	REGISTERED	75/863450	12/03/1999	2494992	10/02/2001
USA	IP00047A	LEVI'S	REGISTERED	71/248368	05/03/1927	250265	12/04/1928
USA	IP20466A	569	REGISTERED	76/150442	10/17/2000	2503976	11/06/2001
USA	IP19946	ENGINEERED JEANS	REGISTERED	75/808407	09/22/1999	2528951	01/15/2002
USA	IP20264A	LEVI'S ENGINEERED JEANS	REGISTERED	75/899741	01/21/2000	2543466	02/26/2002
USA	IP20269A	WINGS & ANCHOR II	REGISTERED	75/855804	11/22/1999	2564248	04/23/2002
USA	IP20313A	WINGS & ANCHOR II	REGISTERED	75/920941	02/16/2000	2568150	05/07/2002
USA	IP20328A	SILVERTAB PYRAMID LOGO	REGISTERED	76/006697	03/21/2000	2589379	07/02/2002
USA	IP20262A	DOCKERS GOLF LOGO (FLYING D	REGISTERED	75/831617	10/25/1999	2595010	07/16/2002
USA	IP20525A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	76/193799	01/12/2001	2620144	09/17/2002
USA	IP20401A	DOCKERS	REGISTERED	76/097126	07/25/2000	2636571	10/15/2002
USA	IP20547A	SELVEDGE	REGISTERED	76/253980	02/13/2001	2682570	02/04/2003
USA	IP20577A	COLOR BOND	REGISTERED	76/273746	06/14/2001	2684564	02/04/2003
~~USA~~	~~IP10012A~~	~~LEVI'S (ST/CA)~~	~~REGISTERED~~			~~2[illegible]~~	~~10/05/1944~~
USA	IP20268A	WINGS & ANCHOR II	REGISTERED	75/855800	11/22/1999	2698128	03/18/2003
USA	IP19470A	SLATES	REGISTERED	75/574319	10/21/1998	2700659	03/25/2003

Cty	Ip number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP20326A	TAB DEVICE (SHIRT)	REGISTERED	75/904260	01/26/2000	2726253	06/17/2003
USA	IP20805A	WINGS & ANCHOR II	REGISTERED	78/137565	06/21/2002	2732169	07/01/2003
~~USA~~	~~IP00159A~~	~~TWO HORSE DESIGN (ST/GA)~~	~~REGISTERED~~			~~2007~~	~~[illegible]~~
USA	IP00009A	TAB DEVICE (RED)	REGISTERED	71/394734	06/30/1937	356701	05/10/1938
USA	IP00001B	ARCUATE	REGISTERED	71/455769	09/25/1942	404248	11/16/1943
USA	IP00009C	TAB WITH LEVI'S	REGISTERED	71/556108	05/03/1948	516561	10/18/1949
~~USA~~	~~IP10011A~~	~~TAB (ST/GA)~~	~~REGISTERED~~			~~[illegible]~~	~~[illegible]~~
USA	IP00159D	TWO HORSE (DESIGN)	REGISTERED	71/517252	02/10/1947	523665	04/11/1950
USA	IP00009D	TAB (RED)	REGISTERED	71/578119	04/30/1949	577490	07/21/1953
USA	IP00047B	LEVI'S	REGISTERED	71/638273	11/18/1952	581610	10/27/1953
USA	IP00076A	STA-PREST	REGISTERED	72/035459	08/13/1957	671993	12/30/1958
USA	IP00071A	SADDLEMAN DESIGN	REGISTERED	72/060992	10/20/1958	695380	03/29/1960
USA	IP00009F	TAB (WHITE)	REGISTERED	72/074095	05/07/1959	720376	08/22/1961
USA	IP000090	TAB (BLACK)	REGISTERED	72/171283	06/18/1963	774625	08/04/1964
USA	IP00009H	TAB (WHITE WITH LEVI'S)	REGISTERED	72/171282	06/18/1963	775412	08/18/1964
USA	IP00076B	STA-PREST	REGISTERED	72/194438	05/27/1964	817029	10/18/1966
USA	IP00055A	NUVO	REGISTERED	72/267164	03/20/1967	844639	02/20/1968
USA	IP00030A	HOUSEMARK	REGISTERED	72/257497	10/28/1966	849437	05/21/1968
USA	IP00049A	LITTLE LEVI'S	REGISTERED	72/313992	12/09/1968	875680	08/26/1969
~~USA~~	~~IP10021B~~	~~ARCUATE (ST/GA)~~	~~REGISTERED~~		~~[illegible]~~	~~[illegible]~~	~~[illegible]~~
USA	IP00069A	SADDLEMAN	REGISTERED	72/374716	10/29/1970	966098	08/14/1973
~~USA~~	~~IP10174A~~	~~TAB DEVICE (ST/GA)~~	~~REGISTERED~~		~~[illegible]~~	~~[illegible]~~	~~[illegible]~~
~~USA~~	~~IP10171A~~	~~TWO HORSE LABEL (ST/GA)~~	~~REGISTERED~~		~~[illegible]~~	~~[illegible]~~	~~[illegible]~~
~~USA~~	~~IP10173A~~	~~ARCUATE (ST/GA)~~	~~REGISTERED~~		~~[illegible]~~	~~[illegible]~~	~~[illegible]~~

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);

WHEREAS, pursuant to that certain Credit Agreement dated as of September 29, 2003 by and among Levi Strauss & Co., a Delaware corporation, the Lenders from time to time party thereto, Banc of America Securities LLC, as Sole Lead Arranger and Sole Book Manager, and Bank of America, N.A., as Administrative Agent ("**Administrative Agent**") for the Lenders (said Credit Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

WHEREAS, pursuant to the terms of a Intellectual Property Security Agreement dated as of September 29, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), among Grantor, the Administrative Agent as secured party (the "**Secured Party**") and the other grantors named therein, Grantor has agreed to create in favor of the Secured Party a secured and protected interest in, and the Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Intellectual Property Security Agreement, Grantor hereby grants to the Secured Party a security interest in, all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether tangible or intangible, 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) 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 Grantor, or hereafter adopted and used, in its business (including the trademarks set forth on Schedule A attached hereto) (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 the registrations and applications specifically set forth on Schedule A attached hereto) (the "**Trademark Registrations**"), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"), it being understood that the rights and interests included in the Trademark Collateral hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to Trademarks presently or in the future owned or used by third parties but, in the case of third parties

which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

(ii) all proceeds, products, rents, profits and royalties 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 the Secured Party is the loss payee thereof), or any 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, including all proceeds from the use or licensing of Trademark Collateral, provided that such proceeds shall not include inventory (regardless whether such inventory bears any of the Trademark Collateral) or accounts receivable (regardless whether such accounts receivable arise from the sale of inventory that bears any of the Trademark Collateral, but in any case accounts receivable shall not include any royalties from the licensing of Trademark Collateral) or inventory sold pursuant to any trademark license granted to Bank of America, N.A., as agent under that certain Credit Agreement, dated as of September 29, 2003, among Levi Strauss & Co. and Levi Strauss Financial Center Corporation as borrowers, the lenders party thereto and Bank of America, N.A., as agent.

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

[The remainder of this page has been 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 the 29th day of September, 2003.

LEVI STRAUSS & CO.

By: _____

Name: Joseph M. Maurer

Title: Treasurer

(NY) 02826/068/SA/trademark.grant.doc

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On this day personally appeared before me the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, Joseph M. Maurer to me personally well known, who acknowledged that he/she is the Treasurer of LEVI STRAUSS & CO., a Delaware corporation, and that he/she, as such officer, being authorized so to do, has executed the said foregoing instrument for the purposes therein contained, by signing the name of the corporation as said officer.

WITNESS my hand and officer seal on this 26 day of Sept., 2003.

[Notary Seal]

RAMONA WILLIS
Commission # 1371895
Notary Public - California
San Francisco County
My Comm. Expires Sep 23, 2006

Notary Public

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Owner	United States Trademark Description	Serial Number	Filing Date
	SEE ANNEX A		

ANNEX A to Grant of Trademark Security Interest (Filed with the U.S. Patent & Trademark Office) 09/24/2003 PAGE 1
Grantor: Levi Strauss & Co., 1155 Battery Street, San Francisco, CA 94111
Secured Party: Bank of America, N.A., as Admin. Agent, Mail CA5-701-05-19, 1455 Market Street, San Francisco, CA 94103

Cty	Ip number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP20834A	ARCUATE (NO LOCATION)	APPLICATION PENDING	78/142765	07/10/2002		
USA	IP20835A	ARCUATE/TAB	APPLICATION PENDING	78/144339	07/16/2002		
USA	IP00152A	GUARANTEE TICKET	REGISTERED	72/074345	05/22/1959	0716644	06/06/1961
USA	IP10381A	DOCKERS (ST/CA)	REGISTERED		04/12/1989	090168	08/01/1989
USA	IP10383C	DOCKERS LOGO VARIATION (ST/CA)	REGISTERED		04/12/1989	090169	08/01/1989
USA	IP10383B	DOCKERS LOGO VARIATION (ST/CA)	REGISTERED		04/12/1989	090170	08/01/1989
USA	IP10382B	DOCKERS & DESIGN (ST/CA)	REGISTERED		04/12/1989	090171	08/01/1989
USA	IP10383A	DOCKERS LOGO VARIATION (ST/CA)	REGISTERED		04/12/1989	090172	08/01/1989
USA	IP10382A	DOCKERS LOGO VARIATION (ST/CA)	REGISTERED		04/12/1989	090173	08/01/1989
USA	IP10381B	DOCKERS (ST/CA)	REGISTERED		04/12/1989	090174	08/01/1989
USA	IP00012A	BUTTON DESIGN	REGISTERED	72/382313	01/28/1971	0928351	02/01/1972
USA	IP00029A	HARD WEAR JEANS	REGISTERED	73/031987	09/13/1974	1013886	06/17/1975
USA	IP00159E	TWO HORSE LABEL	REGISTERED	73/022316	05/24/1974	1030033	01/13/1976
USA	IP00030C	HOUSEMARK	REGISTERED	73/062248	09/05/1975	1041846	06/22/1976
USA	IP00159F	TWO HORSE (DESIGN)	REGISTERED	73/062249	09/05/1975	1044246	07/20/1976
USA	IP00159G	TWO HORSE LABEL	REGISTERED	73/112100	01/12/1977	1095986	07/11/1978
USA	IP00159H	TWO HORSE (DESIGN)	REGISTERED	73/181210	08/07/1978	1122467	07/17/1979
USA	IP00030D	HOUSEMARK	REGISTERED	73/181214	08/07/1978	1122468	07/17/1979
USA	IP00047D	LEVI'S	REGISTERED	73/120559	03/28/1977	1124018	08/14/1979
USA	IP00008A	BEND OVER	REGISTERED	73/181320	08/07/1978	1125823	10/09/1979
USA	1P00047E	LEVI'S	REGISTERED	73/180144	07/28/1978	1130486	02/05/1980
USA	IP0003OF	BATWING	REGISTERED	73/176009	06/26/1978	1135196	05/13/1980
USA	IP00064A	QUALITY SLOGAN	REGISTERED	73/206526	03/08/1979	1137974	07/22/1980
USA	IP00001A	ARCUATE	REGISTERED	73/169399	05/08/1978	1139254	09/02/1980
USA	IP00047C	LEVI'S	REGISTERED	73/210408	04/05/1979	1140011	09/30/1980
USA	IP00159A	TWO HORSE LABEL (VARIATION)	REGISTERED	73/176884	07/03/1978	1140853	10/28/1980
USA	IP00009L	TAB (RED)	REGISTERED	73/021698	05/16/1974	1157306	06/09/1981
USA	IP00009M	TAB (BLANK)	REGISTERED	72/263725	02/01/1967	1157769	06/16/1981
USA	IP00009N	TAB (RED)	REGISTERED	73/021698-A	05/16/1974	1183022	12/22/1981
USA	IP00159C	TWO HORSE (WORDS)	REGISTERED	71/104235	06/02/1917	119816	12/11/1917
USA	IP00008B	BEND OVER	REGISTERED	73/359449	04/12/1982	1236456	05/03/1983
USA	IP00561A	POCKET PAL (STYLIZED)	REGISTERED	73/372614	07/01/1982	1248357	08/16/1983
USA	IP04976A	505	REGISTERED	73/440370	08/22/1983	1313554	01/08/1985
USA	IP04853A	PATTERNS	REGISTERED	73/463977	02/03/1984	1319335	02/12/1985
USA	IP04977A	517	REGISTERED	73/440371	08/22/1983	1319462	02/12/1985
USA	IP04907A	HARDWEAR	REGISTERED	73/469549	03/12/1984	1320881	02/19/1985
USA	IP00683A	SHRINK-TO-FIT	REGISTERED	73/443997	09/16/1983	1334399	05/07/1985
USA	IP07871A	GUARANTEE TICKET DESIGN	REGISTERED	73/501376	09/27/1984	1381510	02/04/1986
USA	IP08642A	RUNNING MAN DESIGN	REGISTERED	73/550408	07/29/1985	1384408	02/25/1986
USA	IP08680A	DOCKERS	REGISTERED	73/620320	09/16/1986	1435757	04/07/1987
USA	IP08092A	SUTTER CREEK	REGISTERED	73/652148	03/30/1987	1464702	11/10/1987
USA	IP09526A	DOCKERS & DESIGN	REGISTERED	73/646812	02/27/1987	1467447	12/01/1987
USA	IP09830A	DOCKERS & DESIGN	REGISTERED	73/677916	08/10/1987	1484379	04/12/1988
USA	IP09829A	DOCKERS	REGISTERED	73/677290	08/10/1987	1485361	04/19/1988
USA	IP00194B	501	REGISTERED	73/768165	10/24/1988	1552985	08/22/1989
USA	IP10860A	DOCKERS	REGISTERED	73/795674	04/17/1989	1591926	04/17/1990
USA	IP10862A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795676	04/17/1989	1593113	04/24/1990

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USA	IP10861A	DOCKERS & DESIGN	REGISTERED	73/795677	04/17/1989	1594121	05/01/1990
USA	IP10864A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795673	04/17/1989	1596556	05/15/1990
USA	IP10863A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795675	04/17/1989	1598685	05/29/1990
USA	IP10020A	TWO HORSE LABEL (ST/CA)	REGISTERED			16207	02/27/1889
USA	IP08453A	DOCKERS	REGISTERED	74/130445	01/14/1991	1728637	10/27/1992
USA	IP09959A	LEVI'S (ST/NM)	REGISTERED			17630	10/12/1983
USA	IP12528A	DOCKERS GOLF	REGISTERED	74/589407	10/24/1994	1992468	08/13/1996
USA	IP08284B	LEVI'S (ST/DE)	REGISTERED		03/11/1998	199810969	03/13/1998
USA	IP12960A	BATHTUB BLEACH	REGISTERED	74/589409	10/24/1994	2061841	05/13/1997
USA	IP13874C	SLATES	REGISTERED	74/692996	06/22/1995	2079853	07/15/1997
USA	IP13878B	SLATES LOGO DESIGN	REGISTERED	75/031302	11/14/1995	2080162	07/15/1997
USA	IP13877A	SLATES & DESIGN	REGISTERED	75/031304	11/14/1995	2080163	07/15/1997
USA	IP10060A	SILVERTAB	REGISTERED	75/174755	09/11/1996	2132082	01/27/1998
USA	IP12512B	PERSONAL PAIR	REGISTERED	74/677313	01/18/1995	2146959	03/31/1998
USA	IP08253A	GUARANTEE TICKET	REGISTERED	71/227374	02/16/1926	223725	02/08/1927
USA	IP15631A	ORIGINAL LEVI'S STORE	REGISTERED	75/500273	06/11/1998	2251513	06/08/1999
USA	IP15938A	LEVI'S	REGISTERED	75/493759	06/01/1998	2253693	06/15/1999
USA	IP15934A	ORIGINAL LEVI'S STORE & DESIGN	REGISTERED	75/500274	06/11/1998	2253713	06/15/1999
USA	IP14787A	PERSONAL PAIR & DESIGN	REGISTERED	75/165823	09/13/1996	2257507	06/29/1999
USA	IP15940A	HOUSEMARK	REGISTERED	75/449347	03/12/1998	2259153	07/06/1999
USA	IP15936A	LEVI.COM	REGISTERED	75/493760	06/01/1998	2299596	12/14/1999
USA	IP15859A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	75/562738	10/01/1998	2320789	02/22/2000
USA	IP19160A	ORIGINAL SPIN	REGISTERED	75/492950	05/29/1998	2334499	03/28/2000
USA	IP19159A	ORIGINAL SPIN	REGISTERED	75/492936	05/29/1998	2337360	04/04/2000
USA	IP16098A	LOOP TAB	REGISTERED	75/539999	02/22/1999	2344189	04/18/2000
USA	IP15935A	DOCKERS.COM	REGISTERED	75/519959	07/16/1998	2356119	06/06/2000
USA	IP19161A	ORIGINAL SPIN	REGISTERED	75/492935	05/29/1998	2,386,196	09/12/2000
USA	IP00298A	ACTION SLACKS	REGISTERED	73/770553	12/20/1988	2388937	09/26/2000
USA	IP15650A	CUT FROM THE ORIGINAL CLOTH	REGISTERED	75/571753	10/16/1998	2400748	10/31/2000
USA	IP13694A	LOT 53	REGISTERED	75/791895	09/03/1999	2443476	04/10/2001
USA	IP19809A	EXACT	REGISTERED	75/706614	05/17/1999	2460259	06/12/2001
USA	IP20267A	WINGS & ANCHOR II	REGISTERED	75/855801	11/22/1999	2464621	06/26/2001
USA	IP12533A	RECODE	REGISTERED	75/746716	07/08/1999	2493277	09/25/2001
USA	IP20259	ENGINEERED JEANS LOGO	REGISTERED	75/863450	12/03/1999	2494992	10/02/2001
USA	IP00047A	LEVI'S	REGISTERED	71/248368	05/03/1927	250265	12/04/1928
USA	IP20466A	569	REGISTERED	76/150442	10/17/2000	2503976	11/06/2001
USA	IP19946	ENGINEERED JEANS	REGISTERED	75/808407	09/22/1999	2528951	01/15/2002
USA	IP20264A	LEVI'S ENGINEERED JEANS	REGISTERED	75/899741	01/21/2000	2543466	02/26/2002
USA	IP20269A	WINGS & ANCHOR II	REGISTERED	75/855804	11/22/1999	2564248	04/23/2002
USA	IP20313A	WINGS & ANCHOR II	REGISTERED	75/920941	02/16/2000	2568150	05/07/2002
USA	IP20328A	SILVERTAB PYRAMID LOGO	REGISTERED	76/006697	03/21/2000	2589379	07/02/2002
USA	IP20262A	DOCKERS GOLF LOGO (FLYING D	REGISTERED	75/831617	10/25/1999	2595010	07/16/2002
USA	IP20525A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	76/193799	01/12/2001	2620144	09/17/2002
USA	IP20401A	DOCKERS	REGISTERED	76/097126	07/25/2000	2636571	10/15/2002
USA	IP20547A	SELVEDGE	REGISTERED	76/253980	02/13/2001	2682570	02/04/2003
USA	IP20577A	COLOR BOND	REGISTERED	76/273746	06/14/2001	2684564	02/04/2003
USA	IP10012A	LEVI'S (ST/CA)	REGISTERED			26895	10/03/1944
USA	IP20268A	WINGS & ANCHOR II	REGISTERED	75/855800	11/22/1999	2698128	03/18/2003
USA	IP19470A	SLATES	REGISTERED	75/574319	10/21/1998	2700659	03/25/2003

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USA	IP20326A	TAB DEVICE (SHIRT)	REGISTERED	75/904260	01/26/2000	2726253	06/17/2003
USA	IP20805A	WINGS & ANCHOR II	REGISTERED	78/137565	06/21/2002	2732169	07/01/2003
USA	IP00158A	TWO HORSE DESIGN (ST/CA)	REGISTERED			2997	08111/1910
USA	IP00009A	TAB DEVICE (RED)	REGISTERED	71/394734	06/30/1937	356701	05/10/1938
USA	IP00001B	ARCUATE	REGISTERED	71/455769	09/25/1942	404248	11/16/1943
USA	IP00009C	TAB WITH LEVI'S	REGISTERED	71/556108	05/03/1948	516561	10/18/1949
USA	I P 10011 A	TAB (ST/CA)	REGISTERED			52312	06/12/1974
USA	IP00159D	TWO HORSE (DESIGN)	REGISTERED	71/517252	02/10/1947	523665	04/11/1950
USA	IP00009D	TAB (RED)	REGISTERED	71/578119	04/30/1949	577490	07/21/1953
USA	IP00047B	LEVI'S	REGISTERED	71/638273	11/18/1952	581610	10/27/1953
USA	IP00076A	STA-PREST	REGISTERED	72/035459	08/13/1957	671993	12/30/1958
USA	IP00071A	SADDLEMAN DESIGN	REGISTERED	72/060992	10/20/1958	695380	03/29/1960
USA	IP00009F	TAB (WHITE)	REGISTERED	72/074095	05/07/1959	720376	08/22/1961
USA	IP000090	TAB (BLACK)	REGISTERED	72/171283	06/18/1963	774625	08/04/1964
USA	IP00009H	TAB (WHITE WITH LEVI'S)	REGISTERED	72/171282	06/18/1963	775412	08/18/1964
USA	IP00076B	STA-PREST	REGISTERED	72/194438	05/27/1964	817029	10/18/1966
USA	IP00055A	NUVO	REGISTERED	72/267164	03/20/1967	844639	02/20/1968
USA	IP00030A	HOUSEMARK	REGISTERED	72/257497	10/28/1966	849437	05/21/1968
USA	IP00049A	LITTLE LEVI'S	REGISTERED	72/313992	12/09/1968	875680	08/26/1969
USA	IP10021B	ARCUATE (ST/CA)	REGISTERED		03/21/1988	88399	08/24/1988
USA	IP00069A	SADDLEMAN	REGISTERED	72/374716	10/29/1970	966098	08/14/1973
USA	IP10174A	TAB DEVICE (ST/GA)	REGISTERED		03/06/1978	T-3879	03/21/1988
USA	IP10171A	TWO HORSE LABEL (ST/GA)	REGISTERED		03/06/1978	T-3880	03/21/1978
USA	IP10173A	ARCUATE (ST/GA)	REGISTERED		03/06/1978	T-3881	03/21/1988