TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEVI STRAUSS & CO.		10/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent for the Lenders
Street Address:	55 South Lake Avenue
Internal Address:	Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Banking Association: UNKNOWN

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1552985	501
Registration Number:	1313554	505
Registration Number:	1319462	517
Registration Number:	2503976	569
Registration Number:	2388937	ACTION SLACKS
Registration Number:	1139254	
Registration Number:	0404248	
Registration Number:	2794649	
Registration Number:	2791156	
Registration Number:	1135196	
Registration Number:	1125823	BEND OVER
Registration Number:	1236456	BEND OVER
Registration Number:	0928351	LEVI STRAUSS & COS.F.CAL

CH $1590.00 1552985

Registration Number:	3299271	CAPITAL E
Registration Number:	2528951	ENGINEERED JEANS
Registration Number:	0223725	
Registration Number:	0716644	THIS IS A PAIR OF LEVIS THEY ARE POSITIVELY SUPERIOR
Registration Number:	1381510	THIS IS A PAIR OF LEVI'S
Registration Number:	2259153	LEVI'S
Registration Number:	0849437	LEVI'S
Registration Number:	1122468	LEVI'S
Registration Number:	2299596	LEVI.COM
Registration Number:	2253693	LEVI'S
Registration Number:	0250265	LEVI'S
Registration Number:	0581610	LEVI'S
Registration Number:	1124018	LEVI'S
Registration Number:	1130486	LEVI'S
Registration Number:	1140011	LEVI'S
Registration Number:	2543466	LEVI'S ENGINEERED JEANS
Registration Number:	0875680	LITTLE LEVI'S
Registration Number:	0844639	NUVO
Registration Number:	2251513	ORIGINAL LEVI'S STORE
Registration Number:	1248357	POCKET PAL
Registration Number:	2826414	PURE BLUE
Registration Number:	1137974	QUALITY NEVER GOES OUT OF STYLE
Registration Number:	2766986	R
Registration Number:	0966098	SADDLEMAN
Registration Number:	0695380	
Registration Number:	2682570	SELVEDGE
Registration Number:	1334399	SHRINK-TO-FIT
Registration Number:	2132082	SILVERTAB
Registration Number:	2589379	
Registration Number:	0671993	STA-PREST
Registration Number:	2320789	LEVI'S
Registration Number:	2620144	LEVI'S
Registration Number:	0774625	
Registration Number:	1157769	

Registration Number:	1183022	
Registration Number:	1157306	
Registration Number:	0577490	
Registration Number:	0775412	
Registration Number:	0720376	
Registration Number:	0356701	
Registration Number:	2726253	
Registration Number:	0516561	LEVI'S
Registration Number:	0523665	
Registration Number:	1122467	
Registration Number:	1044246	
Registration Number:	0119816	TWO HORSE
Registration Number:	1095986	LEVI STRAUSS & CO. SAN FRANCISCO, CAL. ORIGINAL RIVETED QUALITY CLOTHING. XX TRADE MARK PATENDED MAY 20, 1873
Registration Number:	1030033	LEVI STRAUSS & CO. SAN FRANSISCO, CAL. ORIGINAL RIVETED QUALITY CLOTHING XX TRADEMARK PATENTED MAY 20, 1873
Registration Number:	1140853	LEVI STRAUSS & CO.SAN FRANSISCO,CAL. ORIGINAL RIVETED QUALITY CLOTHING. X X PATENTED MAY 20 1873
Registration Number:	2809401	TYPE 1

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 430-8308

Email: sgordon@omm.com

Correspondent Name: Shari L. Gordon

Address Line 1: 400 S. Hope Street

Address Line 2: 18th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	019,368-1047
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	10/11/2007

Total Attachments: 6

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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 Collateral (as defined below); and

WHEREAS, Grantor and Levi Strauss Financial Center Corporation, a California corporation (together with Grantor, the "Borrowers"), have entered into that certain Second Amended and Restated Credit Agreement dated as of October 11, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Bank of America, N.A., as Agent for the Lenders (in such capacity, the "Agent") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement dated as of October 11, 2007 (said Trademark Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Trademark Security Agreement"), between Grantor and the Agent, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Collateral; and

WHEREAS, Grantor, Levi Strauss International Group Finance Coordination Services Comm V.A., a Belgian corporation, or any successor thereto ("LSIFCS") and certain Material Domestic Subsidiaries of Grantor may from time to time enter, or may from time to time have entered, into one or more Selected Revolving Lender Hedge Agreements in accordance with the terms of the Credit Agreement, and it is desired that the obligations of Grantor, LSIFCS and such Material Domestic Subsidiaries under the Selected Revolving Lender Hedge Agreements, including the obligation of Grantor, LSIFCS and such Material Domestic Subsidiaries to make payments thereunder in the event of early termination or close out thereof, together with all obligations of the Borrowers under the Credit Agreement and the other Loan Documents, be secured hereunder in accordance with the terms hereof; and

WHEREAS, Grantor and certain of its Subsidiaries may from time to time enter, or may from time to time have entered, into one or more arrangements for Selected Revolving Lender Cash Management Services in accordance with the terms of the Credit Agreement, and it is desired that the obligations of Grantor and such Subsidiaries arising in connection with such Selected Revolving Lender Cash Management Services, together with all obligations of the Borrowers under the Credit Agreement and the other Loan Documents, be secured hereunder in accordance with the terms hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Trademark Security Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Trademark Security Agreement, Grantor hereby grants to the Agent, for

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the benefit of the Beneficiaries, a security interest in and lien on all of the following property and assets of Grantor, whether now owned or existing or hereafter acquired or arising, regardless of where located (the "Collateral"):

(i) all right, 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, Trademark Registrations, Actual Use Applications, Trademark Rights (each as defined below) and goodwill of Grantor's business symbolized thereby and associated therewith, including but not limited to those Trademark Registrations and Actual Use Applications listed on Schedule A attached hereto; provided, however, that no security interest shall be granted in any Intent-to-Use Application (as defined below) to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforcement of such application under applicable federal law; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing, including, but not limited to, recovery of damages for past, present or future infringement of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Agent 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; the term "proceeds" includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Actual Use Application" means a federal application to register any Trademark in the United States on an actual use basis under Section 1(a) of the federal Lanham Act (Section 15 U.S.C. 1051(a)).

"Domestic Levi's® Brand Business" means the business of Grantor in the United States relating to the use, development, manufacture, marketing, licensing, sale, offering for sale, or distribution of goods and services in connection with the Levi's® brand line of products.

"Intent-To-Use Application" means a federal application to register any Trademark in the United States on an intent-to-use basis under Section 1(b) of the federal Lanham Act (15 U.S.C. 1051(b)).

"Trademark Registrations" means all registrations for the Trademarks that have been or may hereafter be issued to Grantor in the United States or any state thereof.

"Trademark Rights" means 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.

"Trademarks" means all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers now or hereafter owned by Grantor and used in its Domestic Levi's® Brand Business.

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

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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 11th day of October, 2007.

LEVI STRAUSS & CO.

By: Paul Smith
Name: Paul Smith
Title: Vice President, Tax and Treasury

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SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Mark (Profile)	Registration #	Reg. Date
501	1552985	8/22/1989
505	1313554	1/8/1985
517	1319462	2/12/1985
569	2503976	11/6/2001
ACTION SLACKS	2388937	9/26/2000
ARCUATE	1139254	9/2/1980
ARCUATE	404248	11/16/1943
ARCUATE (NO LOCATION)	2794649	12/16/2003
ARCUATE/TAB	2791156	12/9/2003
BATWING	1135196	5/13/1980
BEND OVER	1125823	10/9/1979
BEND OVER	1236456	5/3/1983
BUTTON DESIGN	928351	2/1/1972
CAPITAL E	3299271	9/25/2007
ENGINEERED JEANS	2528951	1/15/2002
GUARANTEE TICKET	223725	2/8/1927
GUARANTEE TICKET	716644	6/6/1961
GUARANTEE TICKET DESIGN	1381510	2/4/1986
HOUSEMARK	2259153	7/6/1999
HOUSEMARK	849437	5/21/1968
HOUSEMARK	1122468	7/17/1979
LEVI.COM	2299596	12/14/1999
LEVI'S	2253693	6/15/1999
LEVI'S	250265	12/4/1928
LEVI'S	581610	10/27/1953
LEVI'S	1124018	8/14/1979
LEVI'S	1130486	2/5/1980
LEVI'S	1140011	9/30/1980
LEVI'S ENGINEERED JEANS	2543466	2/26/2002
LITTLE LEVI'S	875680	8/26/1969
NUVO	844639	2/20/1968
ORIGINAL LEVI'S STORE	2251513	6/8/1999
POCKET PAL (STYLIZED)	1248357	8/16/1983
PURE BLUE	2826414	3/23/2004
QUALITY SLOGAN	1137974	7/22/1980
R AND DESIGN (STITCHED R)	2766986	9/23/2003
SADDLEMAN	966098	8/14/1973

SADDLEMAN DESIGN	695380	3/29/1960
SELVEDGE	2682570	2/4/2003
SHRINK-TO-FIT	1334399	5/7/1985
SILVERTAB	2132082	1/27/1998
SILVERTAB PYRAMID LOGO	2589379	7/2/2002
STA-PREST	671993	12/30/1958
TAB (2 DIMENSIONAL WITH LEVI'S)	2320789	2/22/2000
TAB (2 DIMENSIONAL WITH LEVI'S)	2620144	9/17/2002
TAB (BLACK)	774625	8/4/1964
TAB (BLANK)	1157769	6/16/1981
TAB (RED)	1183022	12/22/1981
TAB (RED)	1157306	6/9/1981
TAB (RED)	577490	7/21/1953
TAB (WHITE WITH LEVI'S)	775412	8/18/1964
TAB (WHITE)	720376	8/22/1961
TAB DEVICE (RED)	356701	5/10/1938
TAB DEVICE (SHIRT)	2726253	6/17/2003
TAB WITH LEVI'S	516561	10/18/1949
TWO HORSE (DESIGN)	523665	4/11/1950
TWO HORSE (DESIGN)	1122467	7/17/1979
TWO HORSE (DESIGN)	1044246	7/20/1976
TWO HORSE (WORDS)	119816	12/11/1917
TWO HORSE LABEL	1095986	7/11/1978
TWO HORSE LABEL	1030033	1/13/1976
TWO HORSE LABEL (VARIATION)	1140853	10/28/1980
TYPE 1	2809401	1/27/2004