TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Levi Strauss & Co.		11/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85187053	
Registration Number:	3850867	LEVI'S SAN FRANCISCO

CH $65.00 85187053

CORRESPONDENCE DATA

Fax Number: (415)501-7650
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (415) 501-3433
Email: jgunn@levi.com
Correspondent Name: Jennifer Gunn
Address Line 1: 1155 Battery Street
Address Line 2: Legal Department
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Thomas M. Onda
Signature:	/Thomas M. Onda/

Date:	01/14/2011

Total Attachments: 3
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IP SUPPLEMENT NO. 3

This IP SUPPLEMENT NO. 3, dated as of November 30, 2010, is delivered pursuant to and supplements (i) the Trademark Security Agreement, dated as of October 11, 2007 (said Trademark Security Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Trademark Security Agreement**"), among Levi Strauss & Co., the other Grantors named therein, and Bank of America, N.A., as the Agent for the Lenders; (ii) the Grant of Trademark Security Interest dated as of October 11, 2007 (said Grant of Trademark Security Interest as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Trademark Grant**"; the terms defined therein and not otherwise defined herein being used herein as therein defined) executed by Grantor; (iii) the Second Amended and Restated Pledge and Security Agreement, dated as of October 11, 2007, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Second Amended and Restated Pledge and Security Agreement**", among Levi Strauss & Co., the other Grantors named therein, and Bank of America, N.A., as the Agent for the Lenders; and (iv) the Grant of Patent Security Interest, dated as of October 11, 2007, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Patent Grant**"; the terms defined therein and not otherwise defined herein being used herein as therein defined) executed by Grantor.

Grantor grants to the Lenders a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral and the Patent Collateral (the "IP Collateral") set forth on Schedule A and Schedule B attached hereto. All such IP Collateral shall be deemed to be part of the Trademark Collateral and the Patent Collateral and shall be hereafter subject to each of the terms and conditions of the Trademark Security Agreement and the Second Amended and Restated Pledge and Security Agreement and respective Grants.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of November 30, 2010.

LEVI STRAUSS & CO.

By Paul A. Smith

Name: Paul A. Smith

Title: Vice President, Tax and Treasury

SCHEDULE A

TRADEMARK COLLATERAL

Trademark	App.. No.	Reg. No.	App. Date	Reg. Date
Arcuate Design #6	85/187,053		11/30/2010	
LEVI'S SAN FRANCISCO	77/648106	3,850,867	1/13/2009	9/21/2010

SCHEDULE B

PATENT COLLATERAL

Patent	App. No.	App. Date
Shape Measuring Tool (Original)	29/376,345	10/5/2010
Shape Fit Sizing System (Curve ID System)	12/917,887	11/2/2010
Shape Measuring Tool (IDEO)	29/376,486	10/7/2010
Shape Measuring Tape (IDEO)	29/376,488	10/7/2010

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