

**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.		05/31/2011	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	
Registration Number:	3938541	LEVI'S MADE & CRAFTED	
Serial Number:	85305258	550	
CORRESPONDENCE DATA			
Fax Number:	(415)501-7650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 501-3433		
Email:	jgunn@levi.com		
Correspondent Name:	Jennifer Gunn		
Address Line 1:	1155 Battery Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Thomas M. Onda		
Signature:	/Thomas M. Onda/		
Date:	06/22/2011		
Total Attachments: 2 source=IP Supp. 5#page1.tif source=IP Supp. 5#page2.tif			

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**IP SUPPLEMENT NO. 5**

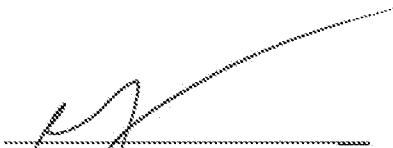
This IP SUPPLEMENT NO. 5, dated as of May 31, 2011, is delivered pursuant to and supplements (i) the Trademark Security Agreement, dated as of October 11, 2007 (said Trademark Security Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Trademark Security Agreement**"), among Levi Strauss & Co., the other Grantors named therein, and Bank of America, N.A., as the Agent for the Lenders, and (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 "**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 as set forth on Schedule A hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Trademark Security Agreement and the Grant.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of May 31, 2011.

LEVI STRAUSS & CO.

By

  
Cindi Lew

Assistant Treasurer

**SCHEDULE A**

**TRADEMARK COLLATERAL**

<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>
LEVI'S MADE & CRAFTED		3,938,541		3/29/2011
550	85/305,258		4/26/2011	