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.		09/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	3938013	201
Registration Number:	1552985	501
Registration Number:	1313554	505
Registration Number:	1319462	517
Registration Number:	2503976	569
Registration Number:	2794649	
Registration Number:	3997020	
Registration Number:	404248	
Registration Number:	1139254	
Registration Number:	2791156	
Registration Number:	928351	LEVI STRAUSS & COS.F.CAL
Registration Number:	3299271	CAPITAL E
Registration Number:	1381510	THIS IS A PAIR OF LEVI'S
Registration Number:	223725	

OP $1390.00 3938013

Registration Number:	2299596	LEVI.COM
Registration Number:	250265	LEVI'S
Registration Number:	581610	LEVI'S
Registration Number:	1140011	LEVI'S
Registration Number:	1124018	LEVI'S
Registration Number:	1130486	LEVI'S
Registration Number:	2253693	LEVI'S
Registration Number:	516561	LEVI'S
Registration Number:	775412	
Registration Number:	849437	LEVI'S
Registration Number:	2259153	LEVI'S
Registration Number:	3973191	LEVI'S CURVE ID
Registration Number:	3938541	LEVI'S MADE & CRAFTED
Registration Number:	2320789	LEVI'S
Registration Number:	2620144	LEVI'S
Registration Number:	3850867	LEVI'S SAN FRANCISCO
Registration Number:	875680	LITTLE LEVI'S
Registration Number:	695380	
Registration Number:	1135196	
Registration Number:	1248357	POCKET PAL
Registration Number:	1137974	QUALITY NEVER GOES OUT OF STYLE
Registration Number:	3331616	REDWIRE
Registration Number:	966098	SADDLEMAN
Registration Number:	3982697	SHAPE WHAT'S TO COME
Registration Number:	1334399	SHRINK-TO-FIT
Registration Number:	2132082	SILVERTAB
Registration Number:	1157769	
Registration Number:	577490	
Registration Number:	720376	
Registration Number:	774625	
Registration Number:	356701	
Registration Number:	1183022	
Registration Number:	2726253	
Registration Number:	119816	TWO HORSE
Registration Number:	523665	

	1044246	
Registration Number:	1140853	LEVI STRAUSS & CO.SAN FRANSISCO,CAL. ORIGINAL RIVETED QUALITY CLOTHING. X X PATENTED MAY 20 1873
Registration Number:	1030033	LEVI STRAUSS & CO. SAN FRANSISCO, CAL. ORIGINAL RIVETED QUALITY CLOTHING XX TRADEMARK PATENTED MAY 20, 1873
Registration Number:	1095986	LEVI STRAUSS & CO. SAN FRANCISCO, CAL. ORIGINAL RIVETED QUALITY CLOTHING. XX TRADE MARK PATENDED MAY 20, 1873
Serial Number:	85234724	
Serial Number:	85106574	AMERICA'S ORIGINAL JEANS

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: james.murray@wolterskluwer.com
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	10/04/2011

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 30, 2011, by Levi Strauss & Co., a Delaware corporation (the "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into and extend credit to the Pledgor and the other U.S. Loan Parties under the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the U.S. Lender Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

(a) U.S. Levi's Trademarks, including the Trademarks of the Pledgor listed on Schedule I attached hereto;

(b) all goodwill associated with such Trademarks;

(c) the Licenses associated with such Trademarks; and

(d) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set

forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering any such counterpart.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks and the Trademarks.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LEVI STRAUSS & CO.

By: _____
Name: Johan Nystedt
Title: Vice President and Global Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Annaliese Fisher
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REG. NO.	TRADEMARK
Levi Strauss & Co.	3938013	201
Levi Strauss & Co.	1552985	501
Levi Strauss & Co.	1313554	505
Levi Strauss & Co.	1319462	517
Levi Strauss & Co.	2503976	569
Levi Strauss & Co.	4025031	AMERICA'S ORIGINAL JEANS
Levi Strauss & Co.	2794649	ARCUATE DESIGN #1
Levi Strauss & Co.	3997020	ARCUATE DESIGN #6
Levi Strauss & Co.	404248	ARCUATE POCKET DESIGN #3
Levi Strauss & Co.	1139254	ARCUATE POCKET DESIGN #6
Levi Strauss & Co.	2791156	ARCUATE/TAB DESIGN #1
Levi Strauss & Co.	928351	BUTTON DESIGN #1
Levi Strauss & Co.	3299271	CAPITAL E
Levi Strauss & Co.	1381510	GUARANTEE TICKET DESIGN
Levi Strauss & Co.	223725	GUARANTEE TICKET DESIGN #2
Levi Strauss & Co.	2299596	LEVI.COM
Levi Strauss & Co.	250265	LEVI'S
Levi Strauss & Co.	581610	LEVI'S
Levi Strauss & Co.	1140011	LEVI'S
Levi Strauss & Co.	1124018	LEVI'S
Levi Strauss & Co.	1130486	LEVI'S
Levi Strauss & Co.	2253693	LEVI'S
Levi Strauss & Co.	516561	LEVI'S & TAB DESIGN #2
Levi Strauss & Co.	775412	LEVI'S & TAB ON POCKET DESIGN #2
Levi Strauss & Co.	849437	LEVI'S AND DESIGN (HOUSEMARK)
Levi Strauss & Co.	2259153	LEVI'S AND DESIGN (HOUSEMARK)
Levi Strauss & Co.	3973191	LEVI'S CURVE ID
Levi Strauss & Co.	3938541	LEVI'S MADE & CRAFTED
Levi Strauss & Co.	2320789	LEVI'S R & TAB DESIGN
Levi Strauss & Co.	2620144	LEVI'S R & TAB DESIGN
Levi Strauss & Co.	3850867	LEVI'S SAN FRANCISCO
Levi Strauss & Co.	875680	LITTLE LEVI'S
Levi Strauss & Co.	695380	MISC. DESIGN (SADDLEMAN)
Levi Strauss & Co.	4002569	MISC. DESIGN (STYLIZED HAND)
Levi Strauss & Co.	1135196	MISCELLANEOUS DESIGN (BATWING #1)

Levi Strauss & Co.	1248357	POCKET PAL (STYLIZED)
Levi Strauss & Co.	1137974	QUALITY NEVER GOES OUT OF STYLE
Levi Strauss & Co.	3331616	REDWIRE
Levi Strauss & Co.	966098	SADDLEMAN
Levi Strauss & Co.	3982697	SHAPE WHAT'S TO COME
Levi Strauss & Co.	1334399	SHRINK-TO-FIT
Levi Strauss & Co.	2132082	SILVERTAB
Levi Strauss & Co.	1157769	TAB ON POCKET DESIGN #1
Levi Strauss & Co.	577490	TAB ON POCKET DESIGN #1
Levi Strauss & Co.	720376	TAB ON POCKET DESIGN #1
Levi Strauss & Co.	774625	TAB ON POCKET DESIGN #1
Levi Strauss & Co.	356701	TAB ON SEAM DESIGN #3
Levi Strauss & Co.	1183022	TAB ON SEAM DESIGN #3
Levi Strauss & Co.	2726253	TAB ON SHIRT DESIGN #2
Levi Strauss & Co.	119816	TWO HORSE
Levi Strauss & Co.	523665	TWO HORSE DESIGN #2
Levi Strauss & Co.	1044246	TWO HORSE DESIGN #3
Levi Strauss & Co.	1140853	TWO HORSE LABEL DESIGN #1
Levi Strauss & Co.	1030033	TWO HORSE LABEL DESIGN #1
Levi Strauss & Co.	1095986	TWO HORSE LABEL DESIGN #1

Trademark Applications:

N/A