

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Levi Strauss & Co.		08/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	55 South Lake Avenue		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85094987	LEVI'S CURVE ID	
<b>Serial Number:</b>	85100165	201	
<b>Serial Number:</b>	85106574	AMERICA'S ORIGINAL JEANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)501-7650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(415) 501-3433		
<b>Email:</b>	jgunn@levi.com		
<b>Correspondent Name:</b>	Jennifer Gunn		
<b>Address Line 1:</b>	1155 Battery Street		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Jennifer Gunn		
<b>Signature:</b>	/Jennifer Gunn/		

CH \$90.00 85094987

**900171633**

**TRADEMARK**  
**REEL: 004278 FRAME: 0634**

Date:

09/15/2010

Total Attachments: 2

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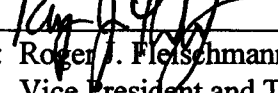
**IP SUPPLEMENT NO. 2**

This IP SUPPLEMENT NO. 2, dated August 31, 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, 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 set forth on Schedule A attached 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 August 31, 2010.

LEVI STRAUSS & CO.

By   
Name: Roger J. Fleischmann, Jr.  
Title: Vice President and Treasurer

**IP SUPPLEMENT NO. 2**

**SCHEDULE A**

**USE-BASED TRADEMARK APPLICATIONS**

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
United States	LEVI'S CURVE ID	85/094,987	7/28/2010
United States	201	85/100,165	8/4/2010
United States	AMERICA'S ORIGINAL JEANS	85/106,574	8/12/2010