



**IP SUPPLEMENT NO. 6**

This IP SUPPLEMENT NO. 6, dated as of August 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 August 31, 2011.

LEVI STRAUSS & CO.

By   
Cindi Law  
Assistant Treasurer

**SCHEDULE A**

**TRADEMARK COLLATERAL**

Intent-to-Use Application Matured to Registration  
During Q3 2011

<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>
SHAPE WHAT'S TO COME	85/096,401	3,982,697	7/29/2010	6/21/2011

Q3 2011