

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.		10/10/2011	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: 3			
Property Type	Number	Word Mark	
Serial Number:	85305258	550	
Registration Number:	2388937	ACTION SLACKS	
Serial Number:	85234445	WATER<LESS	
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	James Murray		
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/		

OP \$90.00 85305258

900204477

TRADEMARK
 REEL: 004640 FRAME: 0596

Date:

10/12/2011

Total Attachments: 5

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Supplement to Trademark Security Agreement

Supplement to Trademark Security Agreement, dated as of October 10, 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, dated as of September 30, 2011 (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 Supplement to 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 Supplement to 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 Supplement to 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 Supplement to Trademark Security Agreement.

SECTION 5. Counterparts. This Supplement to 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 Supplement to Trademark Security Agreement by signing and delivering any such counterpart.

SECTION 6. Governing Law. This Supplement to Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplement to 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.

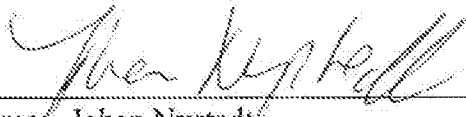
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplement to 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 Nysted

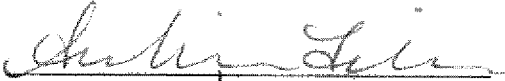
Title: Vice President, Global Treasury

[Signature Page to Supplement to Trademark Security Agreement]

TRADEMARK
REEL: 004640 FRAME: 0600

Accepted and Agreed:

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

By: 
Name: annaliese Fisher
Title: Vice President

SCHEDULE I
to
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>TRADEMARK</u>
Levi Strauss & Co.	85/305258		550
Levi Strauss & Co.		2388937	ACTION SLACKS
Levi Strauss & Co.	85/234445		WATER<LESS

Trademark Applications:

N/A