

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|---|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Levi Strauss & Co. | | 02/28/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | 3 Park Plaza | | |
| Internal Address: | Suite 900 | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92614 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4264832 | GO FORTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4155017650 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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: | Jennifer Gunn | | |
| Signature: | /Jennifer Gunn/ | | |
| Date: | 03/06/2013 | | |
| Total Attachments: 2 source=IP Supplement No. 3#page1.tif source=IP Supplement No. 3#page2.tif | | | |

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 REEL: 004975 FRAME: 0853**

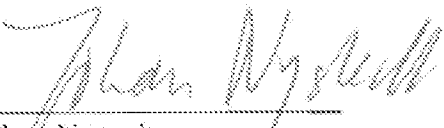
IP SUPPLEMENT NO. 3

This IP SUPPLEMENT NO. 3, dated as of February 28, 2013, is delivered pursuant to and supplements the Trademark Security Agreement, dated as of September 30, 2011 (said Trademark Security Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Trademark Security Agreement") by and between Levi Strauss & Co. and JPMorgan Chase Bank, N.A., as Administrative Agent, the terms defined therein, executed by Pledgor.

Pledgor grants to the Administrative Agent a security interest in all of Pledgor's right, title and interest in and to the trademark collateral as set forth on Schedule A hereto. All such collateral shall be deemed to be part of the Collateral and shall be hereafter subject to each of the terms and conditions of the Trademark Security Agreement.

IN WITNESS WHEREOF, Pledgor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of February 28, 2013.

LEVI STRAUSS & CO.

By 
Johan Nystedt
Vice President and Global Treasurer

SCHEDULE A

TRADEMARK COLLATERAL

U.S. Levi's® Trademarks

Intent-to-Use Application Matured to Registration

Q1 2013

| <u>Mark</u> | <u>App. No.</u> | <u>App. Date.</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-------------|-----------------|-------------------|-----------------|------------------|
| GO FORTH | 77-700,393 | 3/26/2009 | 4,264,832 | 12/25/2012 |

Q1 2013