

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Levi Strauss & Co.		01/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn St., 7th Fl.		
Internal Address:	IL 1-1625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87351805	LEVI'S PREMIUM	
Serial Number:	88438693	RED TAB	
Serial Number:	90054988	LEVI'S	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	01/06/2021		
Total Attachments: 6			
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Supplement to Trademark Security Agreement

Supplement to Trademark Security Agreement, dated as of January 5, 2021, 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, (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Supplement to Trademark Security Agreement and/or any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the delivery of an executed counterpart of a signature page of this Supplement to Trademark Security Agreement or any amendment or modification hereof by any such means (including “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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: 

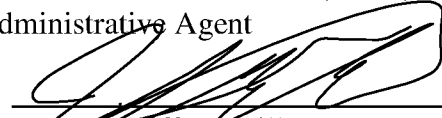
Name: Lauren Dudley

Title: Vice President and Treasurer

Accepted and Agreed:

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

By: _____


Name: Jeffrey Miller
Title: Executive Director

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

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Levi Strauss & Co.	LEVI'S PREMIUM	87351805 02/27/2017	5602128 11/06/2018
2.	Levi Strauss & Co.	RED TAB	88438693 05/20/2019	N/A
3.	Levi Strauss & Co.	LEVI'S	90054988 07/15/2020	N/A