

01-31-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼



102353005

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Levi Strauss & Co.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (a Delaware corporation)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 31, 2003

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc., as Administrative Agent

Internal

Address: _____

Street Address: _____

City: San Francisco State: CA Zip: 94111

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/142765

B. Trademark Registration No.(s) 1552985

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David Pierce, Esq.

Internal Address: _____

O'Melveny & Myers LLP

Embarcadero Center West

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: _____

110

7. Total fee (37 CFR 3.41).....\$ 2,765

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

500639

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David Pierce, Esq.
 Name of Person Signing

Signature

Date

16

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

02/03/2003 GT0N11 00000046 78142765

01 FC:0521
 02 FC:0522 SF1:497089

40.00 OP
 2725.00 OP

TRADEMARK
 REEL: 002657 FRAME: 0212

CONTINUATION OF ITEM 4(A)

Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
ARCUATE/TAB	APPLICATION PENDING	78/144339	07/16/2002		
SELVEDGE	APPLICATION PENDING	76/253980	02/13/2001		
SHIRT/TAB DEVICE	APPLICATION PENDING	75/004260	01/26/2000		
WINGS & ANCHOR II	APPLICATION PENDING	78/137565	06/21/2002		

Record Count 5

Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
505	REGISTERED	73/440370	08/22/1983	1313554	01/08/1985
517	REGISTERED	73/440371	08/22/1983	1319462	02/12/1985
569	REGISTERED	76/150442	10/17/2000	2503976	11/06/2001
A LOOSE INTERPRETATION OF THE	REGISTERED	74/295141	07/17/1992	1758468	03/16/1993
ACTION SLACKS	REGISTERED	73/770553	12/20/1988	2388937	09/26/2000
ARCUATE	REGISTERED	73/169399	05/08/1978	1139254	09/02/1980
ARCUATE	REGISTERED	71/455769	09/25/1942	404248	11/16/1943
BATHTUB BLEACH	REGISTERED	74/589409	10/24/1994	2061841	05/13/1997
BATWING	REGISTERED	73/176009	06/26/1978	1135196	05/13/1980
BEND OVER	REGISTERED	73/181320	08/07/1978	1125823	10/09/1979
BEND OVER	REGISTERED	73/359449	04/12/1982	1236456	05/03/1983
BUTTON DESIGN	REGISTERED	72/382313	01/28/1971	0928351	02/01/1972
CUT FROM THE ORIGINAL CLOTH	REGISTERED	75/571753	10/16/1998	2400748	10/31/2000
DOCKERS	REGISTERED	74/130445	01/14/1991	1728637	10/27/1992
DOCKERS	REGISTERED	73/620320	09/16/1986	1435757	04/07/1987
DOCKERS	REGISTERED	73/677290	08/10/1987	1485361	04/19/1988
DOCKERS	REGISTERED	73/795674	04/17/1989	1591926	04/17/1990
DOCKERS	REGISTERED	76/097126	07/25/2000	2636571	10/15/2002
DOCKERS.COM	REGISTERED	75/519959	07/16/1998	2356119	06/06/2000
DOCKERS & DESIGN	REGISTERED	74/130448	01/14/1991	1728638	10/27/1992
DOCKERS & DESIGN	REGISTERED	73/646812	02/27/1987	1467447	12/01/1987
DOCKERS & DESIGN	REGISTERED	73/677916	08/10/1987	1484379	04/12/1988
DOCKERS & DESIGN	REGISTERED	73/795677	04/17/1989	1594121	05/01/1990
DOCKERS GOLF	REGISTERED	74/589407	10/24/1994	1992468	08/13/1996
DOCKERS GOLF LOGO (FLYING D)	REGISTERED	75/831617	10/25/1999	2595010	07/16/2002
DOCKERS LOGO (VARIATION)	REGISTERED	73/795676	04/17/1989	1593113	04/24/1990
DOCKERS LOGO (VARIATION)	REGISTERED	73/795675	04/17/1989	1598685	05/29/1990
DOCKERS LOGO (VARIATION)	REGISTERED	73/795673	04/17/1989	1596556	05/15/1990

City	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP19946	ENGINEERED JEANS	REGISTERED	75/808407	09/22/1999	2528951	01/15/2002
USA	IP20259	ENGINEERED JEANS LOGO	REGISTERED	75/863450	12/03/1999	2494992	10/02/2001
USA	IP19809A	EXACT	REGISTERED	75/706614	05/17/1999	2460259	06/12/2001
USA	IP20249A	GET READY	REGISTERED	74702079	07/17/1995	1976817	05/28/1996
USA	IP00152A	GUARANTEE TICKET	REGISTERED	72/074345	05/22/1959	0716644	06/06/1961
USA	IP08253A	GUARANTEE TICKET	REGISTERED	71/227374	02/16/1926	223725	02/08/1927
USA	IP07871A	GUARANTEE TICKET DESIGN	REGISTERED	73/501376	09/27/1984	1381510	02/04/1986
USA	IP04907A	HARDWEAR	REGISTERED	73/469549	03/12/1984	1320881	02/19/1985
USA	IP00029A	HARDWEAR JEANS	REGISTERED	73/031987	09/13/1974	1013886	06/17/1975
USA	IP00030A	HOUSEMARK	REGISTERED	72/257497	10/28/1966	849437	05/21/1968
USA	IP00030C	HOUSEMARK	REGISTERED	73/062248	09/05/1975	1041846	06/22/1976
USA	IP00030D	HOUSEMARK	REGISTERED	73/181214	08/07/1978	1122468	07/17/1979
USA	IP15940A	HOUSEMARK	REGISTERED	75/449347	03/12/1998	2259153	07/06/1999
JSA	IP12531A	L2	REGISTERED	74/589408	10/24/1994	1998735	09/03/1996
JSA	IP15936A	LEVI.COM	REGISTERED	75/493760	06/01/1998	2299596	12/14/1999
JSA	IP00047A	LEVI'S	REGISTERED	71/248368	05/03/1927	250265	12/04/1928
JSA	IP00047B	LEVI'S	REGISTERED	71/638273	11/18/1952	581610	10/27/1953
JSA	IP00047C	LEVI'S	REGISTERED	73/210408	04/05/1979	1140011	09/30/1980
JSA	IP00047D	LEVI'S	REGISTERED	73/120559	03/28/1977	1124018	08/14/1979
JSA	IP00047E	LEVI'S	REGISTERED	73/180144	07/28/1978	1130486	02/05/1980
JSA	IP00047F	LEVI'S	REGISTERED	73/232366	09/24/1979	1160367	07/07/1981
JSA	IP00047J	LEVI'S	REGISTERED	72/398248	07/26/1971	961194	06/19/1973
JSA	IP15938A	LEVI'S	REGISTERED	75/493759	06/01/1998	2253693	06/15/1999
JSA	IP20264A	LEVI'S ENGINEERED JEANS	REGISTERED	75/899741	01/21/2000	2543466	02/26/2002
JSA	IP00046A	LEVI'S FOR MEN	REGISTERED	73/279225	09/25/1980	1209784	09/21/1982
JSA	IP00046B	LEVI'S FOR MEN	REGISTERED	73/279224	09/25/1980	1181227	12/08/1981
JSA	IP00049A	LITTLE LEVI'S	REGISTERED	72/313992	12/09/1968	875680	08/26/1969

TRADEMARK

REEL: 002657 FRAME: 0215

Cty	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP16098A	LOOP TAB	REGISTERED	75/539999	02/22/1999	2344189	04/18/2000
USA	IP07937A	LOOSE MAN DESIGN	REGISTERED	74/278495	05/26/1992	1745887	01/12/1993
USA	IP13694A	LOT 53	REGISTERED	75/791895	09/03/1999	2443476	04/10/2001
USA	IP00055A	NUVO	REGISTERED	72/267164	03/20/1967	844639	02/20/1968
USA	IP15631A	ORIGINAL LEVI'S STORE	REGISTERED	75/500273	06/11/1998	2251513	06/08/1999
USA	IP15934A	ORIGINAL LEVI'S STORE & DESIGN	REGISTERED	75/500274	06/11/1998	2253713	06/15/1999
USA	IP19159A	ORIGINAL SPIN	REGISTERED	75/492936	05/29/1998	2337360	04/04/2000
USA	IP19160A	ORIGINAL SPIN	REGISTERED	75/492950	05/29/1998	2334499	03/28/2000
USA	IP19161A	ORIGINAL SPIN	REGISTERED	75/492935	05/29/1998	2,386,196	09/12/2000
USA	IP04853A	PATTERNS	REGISTERED	73/463977	02/03/1984	1319335	02/12/1985
USA	IP12512B	PERSONAL PAIR	REGISTERED	74/677313	01/18/1995	2146959	03/31/1998
USA	IP14787A	PERSONAL PAIR & DESIGN	REGISTERED	75/165823	09/13/1996	2257507	06/29/1999
USA	IP00561A	POCKET PAL	REGISTERED	73/372614	07/01/1982	1248357	08/16/1983
USA	IP00064A	QUALITY SLOGAN	REGISTERED	73/206526	03/08/1979	1137974	07/22/1980
USA	IP12533A	RECODE	REGISTERED	75/746716	07/08/1999	2493277	09/25/2001
USA	IP08642A	RUNNING MAN DESIGN	REGISTERED	73/550408	07/29/1985	1384408	02/25/1986
USA	IP00069A	SADDLEMAN	REGISTERED	72/374716	10/29/1970	966098	08/14/1973
USA	IP00071A	SADDLEMAN DESIGN	REGISTERED	72/060992	10/20/1958	695380	03/29/1960
USA	IP00683A	SHRINK-TO-FIT	REGISTERED	73/443997	09/16/1983	1334399	05/07/1985
USA	IP10060A	SILVERTAB	REGISTERED	75/174755	09/11/1996	2132082	01/27/1998
USA	IP13874C	SLATES	REGISTERED	74/692996	06/22/1995	2079853	07/15/1997
USA	IP13877A	SLATES & DESIGN	REGISTERED	75/031304	11/14/1995	2080163	07/15/1997
USA	IP13878B	SLATES LOGO DESIGN	REGISTERED	75/031302	11/14/1995	2080162	07/15/1997
USA	IP00076A	STA-PREST	REGISTERED	72/035459	08/13/1957	671993	12/30/1958
USA	IP00076B	STA-PREST	REGISTERED	72/194438	05/27/1964	817029	10/18/1966
USA	IP08092A	SUTTER CREEK	REGISTERED	73/652148	03/30/1987	1464702	11/10/1987
USA	IP15859A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	75/562738	10/01/1998	2320789	02/22/2000
USA	IP20525A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	76/193799	01/12/2001	2620144	09/17/2002
USA	IP00009O	TAB (BLACK)	REGISTERED	72/171283	06/18/1963	774625	08/04/1964
USA	IP00009M	TAB (BLANK)	REGISTERED	72/263725	02/01/1967	1157769	06/16/1981
USA	IP00009A	TAB DEVICE (RED)	REGISTERED	71/394734	06/30/1937	356701	05/10/1938
USA	IP00009D	TAB (RED)	REGISTERED	71/578119	04/30/1949	577490	07/21/1953
USA	IP00009L	TAB (RED)	REGISTERED	73/021698	05/16/1974	1157306	06/09/1981
USA	IP00009N	TAB (RED)	REGISTERED	73/021698-A	05/16/1974	1183022	12/22/1981
USA	IP00009E	TAB (WHITE)	REGISTERED	72/074095	05/07/1959	720376	08/22/1961

Cty	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP000009H	TAB (WHITE WITH LEVI'S)	REGISTERED	72/171282	06/18/1963	775412	08/18/1964
USA	IP000009C	TAB WITH LEVI'S	REGISTERED	71/556108	05/03/1948	516561	10/18/1949
USA	IP00159D	TWO HORSE (DESIGN)	REGISTERED	71/517252	02/10/1947	523665	04/11/1950
USA	IP00159F	TWO HORSE (DESIGN)	REGISTERED	73/062249	09/05/1975	1044246	07/20/1976
USA	IP00159H	TWO HORSE (DESIGN)	REGISTERED	73/181210	08/07/1978	1122467	07/17/1979
USA	IP00159E	TWO HORSE LABEL	REGISTERED	73/022316	05/24/1974	1030033	01/13/1976
USA	IP00159G	TWO HORSE LABEL	REGISTERED	73/112100	01/12/1977	1095986	07/11/1978
USA	IP00159A	TWO HORSE LABEL (VARIATION)	REGISTERED	73/176884	07/03/1978	1140853	10/28/1980
USA	IP00159C	TWO HORSE (WORDS)	REGISTERED	71/104235	06/02/1917	119816	12/11/1917
USA	IP20267A	WINGS & ANCHOR II	REGISTERED	75/855801	11/22/1999	2464621	06/26/2001
USA	IP20269A	WINGS & ANCHOR II	REGISTERED	75/855804	11/22/1999	2564248	04/23/2002
USA	IP20313A	WINGS & ANCHOR II	REGISTERED	75/920941	02/16/2000	2568150	05/07/2002
USA	IP00083A	WITH A SKOSH MORE ROOM	REGISTERED	73/333822	10/23/1981	1234121	04/05/1983
USA	IP20328A	SILVERTAB PYRAMID LOGO	REGISTERED	76/006697	03/20/2000	2589379	07/02/2002

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, LEVI STRAUSS & CO, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Pursuant to that certain Credit Agreement dated as of January 30, 2003 by and among Levi Strauss & Co., a Delaware corporation, the Lenders from time to time party thereto, the several financial institutions party thereto as L/C Issuers, the several financial institutions party thereto as Joint Lead Arrangers and Joint Book Managers, the financial institutions party thereto as Co-Syndication Agents, the financial institution party thereto as Documentation Agent and Citicorp North America, Inc., as Swing Line Lender and Administrative Agent (“**Administrative Agent**”) for the Lenders (said Credit Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined), the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

WHEREAS, the Borrower, Levi Strauss International Group Finance Coordination Services Comm V.A., a Belgian corporation, or any successor thereto (“**LSIFCS**”) and certain Material Domestic Subsidiaries of the Borrower may from time to time enter, or may from time to time have entered, into one or more Selected Revolving Lender Swap Contracts; and

WHEREAS, the Borrower and certain of its Subsidiaries, may from time to time enter, or may from time to time have entered, into one or more arrangements for Selected Revolving Lender Cash Management Services; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of January 30, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among Grantor, the Secured Party and the other grantors named therein, Grantor has agreed to create in favor of the Secured Party a secured and protected interest in, and the Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious

business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including the trademarks set forth on Schedule A attached hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically set forth on Schedule A attached hereto) (the “**Trademark Registrations**”), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”), it being understood that the rights and interests included in the Trademark Collateral hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to Trademark applications and Trademarks presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of January, 2003.

LEVI STRAUSS & CO.

By: 

Name: _____

Title: _____

STATE OF CA)

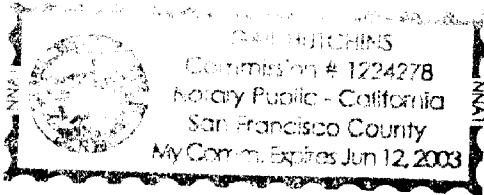
COUNTY OF San Francisco)

On Jan. 28, 2003, before me,

Gail Hutchins, a Notary Public in and for said State, personally appeared Joseph Mamer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Gail Hutchins



SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

<u>Registered Owner</u>	United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
<i>[attached hereto]</i>			

A-1 Trademark Grant

SF1:496868

Ip Nu	IP203	IP208	IP205	IP208	IP202	IP202	IP202	IP206	IP198	IP206	IP205	IP206	IP164	IP205	IP203	IP203	IP203	IP203	IP1947	IP2062	IP2056	IP2073	IP2026	IP2027	IP2080	IP2083
Cty	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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[attached hereto]

Cty	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP20834A	ARCULATE (NO LOCATION)	APPLICATION PENDING	78/142765	07/10/2002		
USA	IP20835A	ARCULATE/TAB	APPLICATION PENDING	78/144339	07/16/2002		
USA	IP20577A	COLOR BOND	APPLICATION PENDING	76/273746	06/14/2001		
USA	IP20832A	DOCKERS	APPLICATION PENDING	78/139056	06/26/2002		
USA	IP20266A	DOCKERS D DESIGN	APPLICATION PENDING	75/855803	11/22/1999		
USA	IP20260	ENGINEERED JEANS LOGO WITH LEVI'S	APPLICATION PENDING	75/863452	12/03/1999		
USA	IP20261	ENGINEERED JEANS LOGO WITH LEVI'S	APPLICATION PENDING	75/863451	12/03/1999		
USA	IP20619A	GO KHAKI	APPLICATION PENDING	78/106175	02/01/2002		
USA	IP19840A	INDUSTRIAL CLOTHING DIVISION	APPLICATION PENDING	75/714121	05/26/1999		
USA	IP20661A	LEVI STRAUSS SIGNATURE	APPLICATION PENDING	78/129065	05/15/2002		
USA	IP20506A	MOBILE	APPLICATION PENDING	76/155181	10/26/2000		
USA	IP20646A	PURE BLUE	APPLICATION PENDING	78/128172	05/13/2002		
USA	IP16492A	R AND DESIGN (STITCHED R)	APPLICATION PENDING	75/510417	06/26/1998		
USA	IP20547A	SELVEDGE	APPLICATION PENDING	76/253980	02/13/2001		
USA	IP20326A	SHIRT TAB DEVICE	APPLICATION PENDING	75/904260	01/26/2000		
USA	IP20325A	SILVERTAB PYRAMID LOGO	APPLICATION PENDING	76/006696	03/20/2000		
USA	IP20327A	SILVERTAB PYRAMID LOGO	APPLICATION PENDING	76/006695	03/20/2000		
USA	IP20328A	SILVERTAB PYRAMID LOGO	APPLICATION PENDING	76/006697	03/20/2000		
USA	IP19470A	SLATES	APPLICATION PENDING	75/574319	10/21/1998		
USA	IP20620A	STAIN DEFENDER	APPLICATION PENDING	78/106216	02/01/2002		
USA	IP20560A	THIN TWIN	APPLICATION PENDING	76/221164	03/06/2001		
USA	IP20737A	TYPE 1	APPLICATION PENDING	78/134739	06/11/2002		
USA	IP20268A	WINGS & ANCHOR II	APPLICATION PENDING	75/855800	11/22/1999		
USA	IP20270A	WINGS & ANCHOR II	APPLICATION PENDING	75/855805	11/22/1999		
USA	IP20805A	WINGS & ANCHOR II	APPLICATION PENDING	78/137565	06/21/2002		
USA	IP20833A	WINGS & ANCHOR II	APPLICATION PENDING	78/139074	06/26/2002		

TRADEMARK

REEL: 002657 FRAME: 0224

01/06/2003

Cty	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
JSA	IP00194B	501	REGISTERED	73/768165	10/24/1988	1552985	08/22/1989
JSA	IP04976A	505	REGISTERED	73/440370	08/22/1983	1313554	01/08/1985
JSA	IP04977A	517	REGISTERED	73/440371	08/22/1983	1319462	02/12/1985
JSA	IP20466A	569	REGISTERED	76/150442	10/17/2000	2503976	11/06/2001
JSA	IP07937B	A LOOSE INTERPRETATION OF THE	REGISTERED	74/295141	07/17/1992	1758468	03/16/1993
JSA	IP00298A	ACTION SLACKS	REGISTERED	73/770553	12/20/1988	2388937	09/26/2000
JSA	IP00001A	ARCUATE	REGISTERED	73/169399	05/08/1978	1139254	09/02/1980
JSA	IP00001B	ARCUATE	REGISTERED	71/455769	09/25/1942	404248	11/16/1943
JSA	IP12960A	BATHTUB BLEACH	REGISTERED	74/589409	10/24/1994	2061841	05/13/1997
JSA	IP00030F	BATWING	REGISTERED	73/176009	06/26/1978	1135196	05/13/1980
JSA	IP00008A	BEND OVER	REGISTERED	73/181320	08/07/1978	1125823	10/09/1979
JSA	IP00008B	BEND OVER	REGISTERED	73/359449	04/12/1982	1236456	05/03/1983
JSA	IP00012A	BUTTON DESIGN	REGISTERED	72/382313	01/28/1971	0928351	02/01/1972
JSA	IP15650A	CUT FROM THE ORIGINAL CLOTH	REGISTERED	75/571753	10/16/1998	2400748	10/31/2000
JSA	IP08453A	DOCKERS	REGISTERED	74/130445	01/14/1991	1728637	10/27/1992
JSA	IP08680A	DOCKERS	REGISTERED	73/620320	09/16/1986	1435757	04/07/1987
JSA	IP09829A	DOCKERS	REGISTERED	73/677290	08/10/1987	1485361	04/19/1988
JSA	IP10860A	DOCKERS	REGISTERED	73/795674	04/17/1989	1591926	04/17/1990
JSA	IP20401A	DOCKERS	REGISTERED	76/097126	07/25/2000	2636571	10/15/2002
JSA	IP15935A	DOCKERS.COM	REGISTERED	75/519959	07/16/1998	2356119	06/06/2000
JSA	IP08454A	DOCKERS & DESIGN	REGISTERED	74/130448	01/14/1991	1728638	10/27/1992
JSA	IP09526A	DOCKERS & DESIGN	REGISTERED	73/646812	02/27/1987	1467447	12/01/1987
JSA	IP09830A	DOCKERS & DESIGN	REGISTERED	73/677916	08/10/1987	1484379	04/12/1988
JSA	IP10861A	DOCKERS & DESIGN	REGISTERED	73/795677	04/17/1989	1594121	05/01/1990
JSA	IP12528A	DOCKERS GOLF	REGISTERED	74/589407	10/24/1994	1992468	08/13/1996
JSA	IP20262A	DOCKERS GOLF LOGO (FLYING D)	REGISTERED	75/831617	10/25/1999	2595010	07/16/2002
JSA	IP10862A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795676	04/17/1989	1593113	04/24/1990
JSA	IP10863A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795675	04/17/1989	1598685	05/29/1990
JSA	IP10864A	DOCKERS LOGO (VARIATION)	REGISTERED	73/795673	04/17/1989	1596556	05/15/1990

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Cty	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP19946	ENGINEERED JEANS	REGISTERED	75/808407	09/22/1999	2528951	01/15/2002
USA	IP20259	ENGINEERED JEANS LOGO	REGISTERED	75/863450	12/03/1999	2494992	10/02/2001
USA	IP19809A	EXACT	REGISTERED	75/706614	05/17/1999	2460259	06/12/2001
USA	IP20249A	GET READY	REGISTERED	74702079	07/17/1995	1976817	05/28/1996
USA	IP00152A	GUARANTEE TICKET	REGISTERED	72/074345	05/22/1959	0716644	06/06/1961
USA	IP08253A	GUARANTEE TICKET	REGISTERED	71/227374	02/16/1926	223725	02/08/1927
USA	IP07871A	GUARANTEE TICKET DESIGN	REGISTERED	73/501376	09/27/1984	1381510	02/04/1986
USA	IP04907A	HARDWEAR	REGISTERED	73/469549	03/12/1984	1320881	02/19/1985
USA	IP00029A	HARDWEAR JEANS	REGISTERED	73/031987	09/13/1974	1013886	06/17/1975
USA	IP00030A	HOUSEMARK	REGISTERED	72/257497	10/28/1966	849437	05/21/1968
USA	IP00030C	HOUSEMARK	REGISTERED	73/062248	09/05/1975	1041846	06/22/1976
USA	IP00030D	HOUSEMARK	REGISTERED	73/181214	08/07/1978	1122468	07/17/1979
USA	IP15940A	HOUSEMARK	REGISTERED	75/449347	03/12/1998	2259153	07/06/1999
JSA	IP12531A	L2	REGISTERED	74/589408	10/24/1994	1998735	09/03/1996
JSA	IP15936A	LEVI.COM	REGISTERED	75/493760	06/01/1998	2299596	12/14/1999
JSA	IP00047A	LEVI'S	REGISTERED	71/248368	05/03/1927	250265	12/04/1928
JSA	IP00047B	LEVI'S	REGISTERED	71/638273	11/18/1952	581610	10/27/1953
JSA	IP00047C	LEVI'S	REGISTERED	73/210408	04/05/1979	1140011	09/30/1980
JSA	IP00047D	LEVI'S	REGISTERED	73/120559	03/28/1977	1124018	08/14/1979
JSA	IP00047E	LEVI'S	REGISTERED	73/180144	07/28/1978	1130486	02/05/1980
JSA	IP00047F	LEVI'S	REGISTERED	73/232366	09/24/1979	1160367	07/07/1981
JSA	IP00047J	LEVI'S	REGISTERED	72/398248	07/26/1971	961194	06/19/1973
JSA	IP15938A	LEVI'S	REGISTERED	75/493759	06/01/1998	2253693	06/15/1999
JSA	IP20264A	LEVI'S ENGINEERED JEANS	REGISTERED	75/899741	01/21/2000	2543466	02/26/2002
JSA	IP00046A	LEVI'S FOR MEN	REGISTERED	73/279225	09/25/1980	1209784	09/21/1982
JSA	IP00046B	LEVI'S FOR MEN	REGISTERED	73/279224	09/25/1980	1181227	12/08/1981
JSA	IP00049A	LITTLE LEVI'S	REGISTERED	72/313992	12/09/1968	875680	08/26/1969

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City	City	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	USA	IP16098A	LOOP TAB	REGISTERED	75/539999	02/22/1999	2344189	04/18/2000
USA	USA	IP07937A	LOOSE MAN DESIGN	REGISTERED	74/278495	05/26/1992	1745887	01/12/1993
USA	USA	IP13694A	LOT 53	REGISTERED	75/791895	09/03/1999	2443476	04/10/2001
USA	USA	IP00055A	NUVO	REGISTERED	72/267164	03/20/1967	844639	02/20/1968
USA	USA	IP15631A	ORIGINAL LEVI'S STORE	REGISTERED	75/500273	06/11/1998	2251513	06/08/1999
USA	USA	IP15934A	ORIGINAL LEVI'S STORE & DESIGN	REGISTERED	75/500274	06/11/1998	2253713	06/15/1999
USA	USA	IP19159A	ORIGINAL SPIN	REGISTERED	75/492936	05/29/1998	2337360	04/04/2000
USA	USA	IP19160A	ORIGINAL SPIN	REGISTERED	75/492950	05/29/1998	2334499	03/28/2000
USA	USA	IP19161A	ORIGINAL SPIN	REGISTERED	75/492935	05/29/1998	2,386,196	09/12/2000
USA	USA	IP04853A	PATTERNS	REGISTERED	73/463977	02/03/1984	1319335	02/12/1985
USA	USA	IP12512B	PERSONAL PAIR	REGISTERED	74/677313	01/18/1995	2146959	03/31/1998
USA	USA	IP14787A	PERSONAL PAIR & DESIGN	REGISTERED	75/165823	09/13/1996	2257507	06/29/1999
USA	USA	IP00561A	POCKET PAL	REGISTERED	73/372614	07/01/1982	1248357	08/16/1983
USA	USA	IP00064A	QUALITY SLOGAN	REGISTERED	73/206526	03/08/1979	1137974	07/22/1980
USA	USA	IP12533A	RECODE	REGISTERED	75/746716	07/08/1999	2493277	09/25/2001
USA	USA	IP08642A	RUNNING MAN DESIGN	REGISTERED	73/550408	07/29/1985	1384408	02/25/1986
USA	USA	IP00069A	SADDLEMAN	REGISTERED	72/374716	10/29/1970	966098	08/14/1973
USA	USA	IP00071A	SADDLEMAN DESIGN	REGISTERED	72/060992	10/20/1958	695380	03/29/1960
USA	USA	IP00683A	SHRINK-TO-FIT	REGISTERED	73/443997	09/16/1983	1334399	05/07/1985
USA	USA	IP10060A	SILVERTAB	REGISTERED	75/174755	09/11/1996	2132082	01/27/1998
USA	USA	IP13874C	SLATES	REGISTERED	74/692996	06/22/1995	2079853	07/15/1997
USA	USA	IP13877A	SLATES & DESIGN	REGISTERED	75/031304	11/14/1995	2080163	07/15/1997
USA	USA	IP13878B	SLATES LOGO DESIGN	REGISTERED	75/031302	11/14/1995	2080162	07/15/1997
USA	USA	IP00076A	STA-PREST	REGISTERED	72/035459	08/13/1957	671993	12/30/1958
USA	USA	IP00076B	STA-PREST	REGISTERED	72/194438	05/27/1964	817029	10/18/1966
USA	USA	IP08092A	SUTTER CREEK	REGISTERED	73/652148	03/30/1987	1464702	11/10/1987
USA	USA	IP15859A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	75/562738	10/01/1998	2320789	02/22/2000
USA	USA	IP20525A	TAB (2 DIMENSIONAL WITH LEVI'S)	REGISTERED	76/193799	01/12/2001	2620144	09/17/2002
USA	USA	IP000090	TAB (BLACK)	REGISTERED	72/171283	06/18/1963	774625	08/04/1964
USA	USA	IP00009M	TAB (BLANK)	REGISTERED	72/263725	02/01/1967	1157769	06/16/1981
USA	USA	IP00009A	TAB DEVICE (RED)	REGISTERED	71/394734	06/30/1937	356701	05/10/1938
USA	USA	IP00009D	TAB (RED)	REGISTERED	71/578119	04/30/1949	577490	07/21/1953
USA	USA	IP00009L	TAB (RED)	REGISTERED	73/021698	05/16/1974	1157306	06/09/1981
USA	USA	IP00009N	TAB (RED)	REGISTERED	73/021698-A	05/16/1974	1183022	12/22/1981
USA	USA	IP00009F	TAB (WHITE)	REGISTERED	72/074095	05/07/1959	720376	08/22/1961

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Cty	Ip Number	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date
USA	IP00009H	TAB (WHITE WITH LEVI'S)	REGISTERED	72/171282	06/18/1963	775412	08/18/1964
USA	IP00009C	TAB WITH LEVI'S	REGISTERED	71/556108	05/03/1948	516561	10/18/1949
USA	IP00159D	TWO HORSE (DESIGN)	REGISTERED	71/517252	02/10/1947	523665	04/11/1950
USA	IP00159F	TWO HORSE (DESIGN)	REGISTERED	73/062249	09/05/1975	1044246	07/20/1976
USA	IP00159H	TWO HORSE (DESIGN)	REGISTERED	73/181210	08/07/1978	1122467	07/17/1979
USA	IP00159E	TWO HORSE LABEL	REGISTERED	73/022316	05/24/1974	1030033	01/13/1976
USA	IP00159G	TWO HORSE LABEL	REGISTERED	73/112100	01/12/1977	1095986	07/11/1978
USA	IP00159A	TWO HORSE LABEL (VARIATION)	REGISTERED	73/176884	07/03/1978	1140853	10/28/1980
USA	IP00159C	TWO HORSE (WORDS)	REGISTERED	71/104235	06/02/1917	119816	12/11/1917
USA	IP20267A	WINGS & ANCHOR II	REGISTERED	75/855801	11/22/1999	2464621	06/26/2001
USA	IP20269A	WINGS & ANCHOR II	REGISTERED	75/855804	11/22/1999	2564248	04/23/2002
USA	IP20313A	WINGS & ANCHOR II	REGISTERED	75/920941	02/16/2000	2568150	05/07/2002
USA	IP00083A	WITH A SKOSH MORE ROOM	REGISTERED	73/333822	10/23/1981	1234121	04/05/1983
USA	IP20328A	SILVERTAB PYRAMID LOGO	REGISTERED	76/006697	03/20/2000	2589379	07/02/2002

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