TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/17/2006	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Levi Strauss & Co.
Street Address:	1155 Battery Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 115

Property Type	Number	Word Mark
Registration Number:	2794649	
Registration Number:	2791156	
Registration Number:	0716644	THIS IS A PAIR OF LEVIS THEY ARE POSITIVELY SUPERIOR
Registration Number:	0928351	LEVI STRAUSS & COS.F.CAL
Registration Number:	1013886	HARDWEAR JEANS
Registration Number:	1030033	LEVI STRAUSS & CO. SAN FRANSISCO, CAL. ORIGINAL RIVETED QUALITY CLOTHING XX TRADEMARK PATENTED MAY 20, 1873
Registration Number:	1041846	LEVI'S
Registration Number:	1044246	
Registration Number:	1095986	LEVI STRAUSS & CO. SAN FRANCISCO, CAL. ORIGINAL RIVETED QUALITY CLOTHING. XX TRADE MARK PATENDED MAY 20, 1873
Registration Number:	1122467	

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Registration Number:	1122468	LEVI'S
Registration Number:	1124018	LEVI'S
Registration Number:	1125823	BEND OVER
Registration Number:	1130486	LEVI'S
Registration Number:	1135196	
Registration Number:	1137974	QUALITY NEVER GOES OUT OF STYLE
Registration Number:	1139254	
Registration Number:	1140011	LEVI'S
Registration Number:	1140853	LEVI STRAUSS & CO.SAN FRANSISCO,CAL. ORIGINAL RIVETED QUALITY CLOTHING. X X PATENTED MAY 20 1873
Registration Number:	1157306	
Registration Number:	1157769	
Registration Number:	1183022	
Registration Number:	119816	TWO HORSE
Registration Number:	1236456	BEND OVER
Registration Number:	1248357	POCKET PAL
Registration Number:	1313554	505
Registration Number:	1319335	PATTERNS
Registration Number:	1319462	517
Registration Number:	1320881	HARDWEAR
Registration Number:	1334399	SHRINK-TO-FIT
Registration Number:	1381510	THIS IS A PAIR OF LEVI'S
Registration Number:	1384408	
Registration Number:	1435757	DOCKERS
Registration Number:	1464702	SUTTER CREEK
Registration Number:	1467447	DOCKERS SINCE 1850 LEVI'S
Registration Number:	1484379	DOCKERS LEVI'S SINCE 1850
Registration Number:	1485361	DOCKERS
Registration Number:	1552985	501
Registration Number:	1591926	DOCKERS
Registration Number:	1593113	DOCKERS
Registration Number:	1594121	DOCKERS SINCE 1850 LEVI'S
Registration Number:	1596556	
Registration Number:	1598685	
Registration Number:	1728637	DOCKERS

Registration Number:	1992468	DOCKERS GOLF
Registration Number:	2061841	BATHTUB BLEACH
Registration Number:	2079853	SLATES
Registration Number:	2080162	
Registration Number:	2080163	SLATES
Registration Number:	2132082	SILVERTAB
Registration Number:	2146959	PERSONAL PAIR
Registration Number:	223725	
Registration Number:	2251513	ORIGINAL LEVI'S STORE
Registration Number:	2253693	LEVI'S
Registration Number:	2253713	ORIGINAL LEVI'S STORE
Registration Number:	2257507	PERSONAL PAIR
Registration Number:	2259153	LEVI'S
Registration Number:	2299596	LEVI.COM
Registration Number:	2320789	LEVI'S
Registration Number:	2334499	ORIGINAL SPIN
Registration Number:	2337360	ORIGINAL SPIN
Registration Number:	2344189	
Registration Number:	2356119	DOCKERS.COM
Registration Number:	2386196	ORIGINAL SPIN
Registration Number:	2388937	ACTION SLACKS
Registration Number:	2400748	CUT FROM THE ORIGINAL CLOTH
Registration Number:	2443476	LOT 53
Registration Number:	2460259	EXACT
Registration Number:	2464621	
Registration Number:	2493277	RECODE
Registration Number:	2494992	
Registration Number:	250265	LEVI'S
Registration Number:	2503976	569
Registration Number:	2528951	ENGINEERED JEANS
Registration Number:	2543466	LEVI'S ENGINEERED JEANS
Registration Number:	2564248	
Registration Number:	2568150	
Registration Number:	2589379	
Registration Number:	2595010	

Registration Number:	2620144	LEVI'S
Registration Number:	2636571	DOCKERS
Registration Number:	2682570	SELVEDGE
Registration Number:	2684564	COLOR BOND
Registration Number:	2698128	
Registration Number:	2700659	SLATES
Registration Number:	2726253	
Registration Number:	2732169	
Registration Number:	356701	
Registration Number:	404248	
Registration Number:	516561	LEVI'S
Registration Number:	523665	
Registration Number:	577490	
Registration Number:	581610	LEVI'S
Registration Number:	671993	STA-PREST
Registration Number:	695380	
Registration Number:	720376	
Registration Number:	774625	
Registration Number:	775412	
Registration Number:	817029	STA-PREST
Registration Number:	844639	NUVO
Registration Number:	849437	LEVI'S
Registration Number:	875680	LITTLE LEVI'S
Registration Number:	966098	SADDLEMAN
Registration Number:	2765706	GO KHAKI
Registration Number:	2766986	R
Registration Number:	2837221	STAIN DEFENDER
Registration Number:	2826414	PURE BLUE
Registration Number:	2819973	INDIVIDUAL FIT
Registration Number:	2809401	TYPE 1
Registration Number:	2867776	DOCKERS
Registration Number:	2882938	
Registration Number:	2987972	LEVI STRAUSS SIGNATURE
Registration Number:	2968635	PERSPIRATION GUARD
Registration Number:	2974270	PROSTYLE

Registration Number:	3006722	STAIN BARRIER

CORRESPONDENCE DATA

Fax Number: (650)838-5136

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-838-3740

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ATTORNEY DOCKET NUMBER:	04896-00006
NAME OF SUBMITTER:	Emily Priest
Signature:	/Emily Priest/
Date:	03/20/2006

Total Attachments: 8

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This Termination and Release of Trademark Security Interest is entered into as of March __, 2006 by and between BANK OF AMERICA, N.A. ("***Bank of America***") ("Collateral Agent"), as administrative agent under that certain Grant of Trademark Security Interest dated as of September 29, 2003 (the "Trademark Security Agreement") and LEVI STRAUSS & CO. ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and Collateral Agent are parties to the Trademark Security Agreement;

WHEREAS pursuant to the Trademark Security Agreement (and other agreements referenced therein) and all IP Supplements (as defined in the Intellectual Property Security Agreement dated as of September 29, 2003) thereunder, Secured Party granted Collateral Agent a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, those certain trademarks and trademark applications set forth in Schedule A (collectively, the "Secured Trademarks"), which security interest was recorded in the United States Patent and Trademark Office; and

WHEREAS, Secured Party has satisfied its obligations under the Trademark Security Agreement (and other agreements referenced therein) and Collateral Agent now desires to terminate and release the entirety of its security interests, liens, encumbrances and all other rights in the Trademark Collateral and restore all right, title and interest in and to such Trademark Collateral to Secured Party.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent and Secured Party hereby agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens, encumbrances and all other rights in the Trademark Collateral and hereby releases, discharges, quitclaims, relinquishes unto, and assigns to the Secured Party any and all of its right, title and interest, if any, in and to the Trademark Collateral, including, without limitation:

(a) 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 Secured Party, or hereafter adopted and used, in its business, including the Scheduled Trademarks (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, all common law and other rights in and to the foregoing in the United States and any state thereof and in foreign countries, and all goodwill of Secured Party's business symbolized by the

TRADEMARK
REEL: 003272 FRAME: 0449

Trademarks and associated therewith, it being understood that the rights and interests included in the Trademark Collateral include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Secured Party pertaining to Trademarks presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates (as defined in the Credit Agreement dated as of September 29, 2003 among Secured Party, several financial institutions from time to time party thereto and Collateral Agent) of Secured Party, only to the extent permitted by such licensing or contracts and, if not so permitted, only with the consent of such third parties; and

(b) all proceeds (as defined in the Trademark Security Agreement), products, rents, profits and royalties of or from any and all of the Trademark Collateral and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademark Collateral.

2. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks to record this release.

3. This Termination and Release of Trademark Security Interest may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. This Termination and Release of Trademark Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each of the Collateral Agent and Secured Party has caused this Termination and Release of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BANK OF AMERICA, N.A.

By: Kathleen M. Carry

Name: Kathleen M. Carry

Title: Vice President

LEVI STRAUSS & CO.

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, each of the Collateral Agent and Secured Party has caused this Termination and Release of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

LEVI STRAUSS & CO.

By: _____

Thomas M. Onda
Assistant Secretary

Schedule A to Termination and Release of Trademark Security Interest

Part I: Schedule of Trademarks to Intellectual Property Security Agreement of September 29, 2003

Trademark/Description	Registration No.	Application No.
Arcuate (No Location)	2794649	78/142765
Arcuate/Tab	2791156	78/144339
Guarantee Ticket	0716644	72/074345
Dockers (ST/CA)	090168	
Dockers Logo Variation (ST/CA)	090169	
Dockers Logo Variation (ST/CA)	090170	
Dockers & Design (ST/CA)	090171	
Dockers Logo Variation (ST/CA)	090172	
Dockers Logo Variation (ST/CA)	090173	
Dockers (ST/CA)	090174	
Button Design	0928351	72/382313
Hard Wear Jeans	1013886	73/031987
Two Horse Label	1030033	73/022316
Housemark	1041846	73/062248
Two Horse (Design)	1044246	73/062249
Two Horse Label	1095986	73/112100
Two Horse (Design)	1122467	73/181210
Housemark	1122468	73/181214
Levi's	1124018	73/120559
Bend Over	1125823	73/181320
Levi's	1130486	73/180144
Batwing	1135196	73/176009
Quality Slogan	1137974	73/206526
Arcuate	1139254	73/169399
Levi's	1140011	73/210408
Two Horse Label (Variation)	1140853	73/176884
Tab (Red)	1157306	73/021698
Tab (Blank)	1157769	72/263725
Tab (Red)	1183022	73/021698-A
Two Horse (Words)	119816	71/104235
Bend Over	1236456	73/359449
Pocket Pal (Stylized)	1248357	73/372614
505	1313554	73/440370
Patterns	1319335	73/463977
517	1319462	73/440371
Hardwear	1320881	73/469549
Shrink-To-Fit	1334399	73/443997
Guarantee Ticket Design	1381510	73/501376
Running Man Design	1384408	73/550408
Dockers	1435757	73/620320

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Trademark/Description	Registration No.	Application No.
Sutter Creek	1464702	73/652148
Dockers & Design	1467447	73/646812
Dockers & Design	1484379	73/677916
Dockers	1485361	73/677290
501	1552985	73/768165
Dockers	1591926	73/795674
Dockers Logo (Variation)	1593113	73/795676
Dockers & Design	1594121	73/795677
Dockers Logo (Variation)	1596556	73/795673
Dockers Logo (Variation)	1598685	73/795675
Two Horse Label (ST/CA)	16207	
Dockers	1728637	74/130445
Levi's (ST/NM)	17630	
Dockers Golf	1992468	74/589407
Levi's (ST/DE)	199810969	
Bathtub Bleach	2061841	74/589409
Slates	2079853	74/692996
Slates Logo Design	2080162	75/031302
Slates & Design	2080163	75/031304
Silvertab	2132082	75/174755
Personal Pair	2146959	74/677313
Guarantee Ticket	223725	71/227374
Original Levi's Store	2251513	75/500273
Levi's	2253693	75/493759
Original Levi's Store & Design	2253713	75/500274
Personal Pair & Design	2257507	75/165823
Housemark	2259153	75/449347
Levi.com	2299596	75/493760
Tab (2 Dimensional with Levi's)	2320789	75/562738
Original Spin	2334499	75/492950
Original Spin	2337360	75/492936
Loop Tab	2344189	75/539999
Dockers.com	2356119	75/519959
Original Spin	2386196	75/492935
Action Slacks	2388937	73/770553
Cut From The Original Cloth	2400748	75/571753
Lot 53	2443476	75/791895
Exact	2460259	75/706614
Wings & Anchor II	2464621	75/855801
Recode	2493277	75/746716
Engineered Jeans Logo	2494992	75/863450
Levi's	250265	71/248368
569	2503976	76/150442
Engineered Jeans	2528951	75/808407
Levi's Engineered Jeans	2543466	75/899741
Wings & Anchor II	2564248	75/855804

Trademark/Description	Registration No.	Application No.
Wings & Anchor II	2568150	75/920941
Silvertab Pyramid Logo	2589379	76/006697
Dockers Golf Logo (Flying D)	2595010	75/831617
Tab (2 Dimensional with Levi's)	2620144	76/193799
Dockers	2636571	76/097126
Selvedge	2682570	76/253980
Color Bond	2684564	76/273746
Levi's (ST/CA)	26895	
Wings & Anchor II	2698128	75/855800
Slates	2700659	75/574319
Tab Device (Shirt)	2726253	75/904260
Wings & Anchor II	2732169	78/137565
Two Horse Design (ST/CA)	2997	
Tab Device (Red)	356701	71/394734
Arcuate	404248	71/455769
Tab with Levi's	516561	71/556108
Tab (ST/CA)	52312	
Two Horse (Design)	523665	71/517252
Tab (Red)	577490	71/578119
Levi's	581610	71/638273
Sta-Prest	671993	72/035459
Saddleman Design	695380	72/060992
Tab (White)	720376	72/074095
Tab (Black)	774625	72/171283
Tab (White with Levi's)	775412	72/171282
Sta-Prest	817029	72/194438
Nuvo	844639	72/267164
Housemark	849437	72/257497
Little Levi's	875680	72/313992
Arcuate (ST/CA)	88399	
Saddleman	966098	72/374716
Tab Device (ST/GA)	T-3879	
Two Horse Label (ST/GA)	T-3880	
Arcuate (ST/GA)	T-3881	

The security interest in these trademarks was recorded by the United States Patent and Trademark Office on September 29, 2003 at Reel 002730 and frame 0127.

Part II: Schedule of IP Supplements to Intellectual Property Security Agreement of September 29, 2003

IP SUPPLEMENT	DATED	RECORDED	REEL/FRAME	REG. NO.	TRADEMARK
Unnumbered	10/23/2003	10/29/2003	002738/0672	2765706 2766986	Go Khaki R and Design (Stitched R)
No. 1	1/14/2004	N/A – no new properties			
No. 2	4/14/2004	N/A – no new properties			
No. 3	7/14/2004	8/18/2004 Corrected 9/15/2004	002928/0314	2837221 2826414 2819973 2809401	Stain Defender Pure Blue Individual Fit Type 1
No. 4	10/13/2004	12/6/2004	002986/0940	2867776	Dockers
No. 5	2/24/2005	12/28/2005	003217/0572	2882938	Wings & Anchor II
No. 6	4/13/2005	N/A – no new properties			
No. 7	7/13/2005	N/A – no new properties			
No. 8	10/12/2005	12/28/2005	003217/0637	2987972 2968635 2974270	Levi Strauss Signature Perspiration Guard Prostyle
No. 9	2/24/2006	2/27/2006	003254/0113	3006722	Stain Barrier