

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Amendment to Trademark Security Agreement (Senior Subordinated Debt)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newflower Market, Inc.		01/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza -- MD 109047		
Internal Address:	Attention: Subordinated Debt Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2827865	SUNFLOWER	
Registration Number:	3157596	SUNFLOWER MARKET	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	1909 K Street, NW -- 9th Floor		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	5252-591/0769/NEWFLOWER2		
NAME OF SUBMITTER:	Richard S. Donnell		

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Signature:	/richard s donnell/
Date:	02/02/2011
Total Attachments: 5 source=newflowerTrademark Amendment - File Second#page1.tif source=newflowerTrademark Amendment - File Second#page2.tif source=newflowerTrademark Amendment - File Second#page3.tif source=newflowerTrademark Amendment - File Second#page4.tif source=newflowerTrademark Amendment - File Second#page5.tif	

**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

(Senior Subordinated Debt)

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of January 25, 2011 (the "Effective Date"), is entered into by and between **NEWFLOWER MARKET, INC.**, a Delaware corporation doing business as Sunflower Farmers Market and Newflower Farmers Market, whose principal place of business and mailing address is 2585 Central Avenue, Suite 200, Boulder, Colorado 80301 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party").

Preliminary Statements

A. Debtor and Lender have entered into the Senior Subordinated Credit Agreement dated as of November 25, 2009 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of November 25, 2009 (the "Trademark Security Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. Debtor and Lender desire to enter into this Amendment to supplement, among other things, the Trademarks listed on Schedule I to the Trademark Security Agreement, all on the terms, and subject to the conditions, set forth herein.

Statement of Agreement

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the receipt and sufficiency which is hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby amended by the addition thereto of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Supplement to Schedule I is incorporated into, and forms and is made an integral part of, the Trademark Security Agreement. All references in the Trademark Security Agreement to Schedule I are hereby amended to include, in addition, Supplement to Schedule I attached hereto. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on Supplement to Schedule I hereby constitutes, and shall be hereby deemed to be, part of the Trademark Collateral and the Trademarks for all purposes of the Trademark Security Agreement and each of the other Loan Documents.

2. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, each mark, registration, and application set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

3. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

4. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

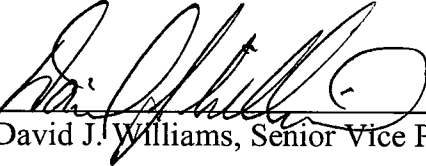
5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Pages Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date

FIFTH THIRD BANK

By:  _____
David J. Williams, Senior Vice President

NEWFLOWER MARKET, INC.

By: _____
Name: _____
Title: _____

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of January, 2011, by _____ of Newflower Market, Inc., a Delaware corporation, on behalf of such corporation.

Notary Public

My commission expires:

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date

FIFTH THIRD BANK

By: _____
David J. Williams, Senior Vice President

NEWFLOWER MARKET, INC.

By: FRAN C. WINDSOR
Name: Fran C. Windsor
Title: Genl Csl - Sec.

STATE OF Colorado
COUNTY OF ADAMS, SS:

The foregoing instrument was acknowledged before me this 24th day of January, 2011, by Fran C. Windsor, genl csl sec of Newflower Market, Inc., a Delaware corporation, on behalf of such corporation.

[Signature]
Notary Public

My commission expires:
8/29/2012

KRISTEN GRAY
NOTARY PUBLIC
STATE OF COLORADO
No. 20084030293
My Commission Expires 08/29/2012

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

Mark	Owner	Ser. No.	Reg. No.
SUNFLOWER	Newflower Market, Inc.	78/191,392	2,827,865
SUNFLOWER MARKET and Design	Newflower Market, Inc.	78/722,380	3,157,596