

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNFLOWER FARMERS MARKETS, LLC		05/29/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3761801	NEWFLOWER FARMERS MARKET
Registration Number:	3157596	SUNFLOWER MARKET
Registration Number:	2891747	SERIOUS FOOD...SILLY PRICES
Registration Number:	2827865	SUNFLOWER
Serial Number:	85249875	SUNFLOWER FARMERS MARKET
Registration Number:	4059153	SUNFLOWER FARMERS MARKET

CORRESPONDENCE DATA

Fax Number: 6508385109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 650-838-3743
 Email: JLIK@SHEARMAN.COM
 Correspondent Name: ZHENG BAO
 Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
 Address Line 2: SHEARMAN & STERLING LLP

CH \$165.00 3761801

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 37427/4

NAME OF SUBMITTER: ZHENG BAO

Signature: /ZHENG BAO/

Date: 05/31/2012

Total Attachments: 5

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Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of May 29, 2012, by Sunflower Farmers Markets, LLC signatory hereto (“Pledgor”), in favor of Jefferies Finance LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, Pledgor is party to a Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Administrative Agent pursuant to which Pledgor is required to execute and deliver this Trademark Collateral Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured 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 such Pledgor:

(a) Trademarks of Pledgor listed on Schedule I attached hereto, provided that any “intent-to-use” Trademark which would be rendered invalid, unenforceable, or void by the grant of a security interest created pursuant to this Trademark Collateral Agreement is excluded from the foregoing security interests only for so long as the “intent-to-use” status of such Trademark continues;

(b) all goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Collateral Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and 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 Collateral 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 Trademark Collateral Agreement is

deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent or unliquidated obligations or liabilities not then due) and termination of the Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Collateral Agreement.

SECTION 5. Counterparts. This Trademark Collateral Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Collateral Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Collateral Agreement and the rights and obligations of the Parties under this Trademark Collateral Agreement shall be construed in accordance with and governed by the law of the State of New York.

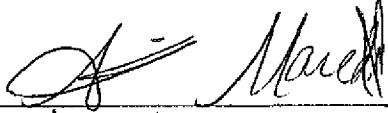
SECTION 7. Non-Assignment. Except to the extent expressly permitted in the Credit Agreement, Pledgor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Collateral referenced in Section 2 herein.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

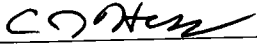
Very truly yours,

SUNFLOWER FARMERS MARKETS, LLC

By: 
Name: Amin Mavedia
Title: CFO

Accepted and Agreed:

JEFFERIES FINANCE LLC,
As Administrative Agent


By: 
Name: E. Joseph Hess
Title: Managing Director

[Signature Page – Trademark Collateral Agreement]

TRADEMARK
REEL: 004792 FRAME: 0558

**SCHEDULE I TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademarks of Sunflower Farmers Markets, LLC:

Trademark Name	Application Number	Registration Number	Trademark Status	Filing Date	Registration Date
NEWFLOWER FARMERS MARKET	77637072	3761801	Registered	19-Dec-2008	16-Mar-2010
SUNFLOWER MARKET & DESIGN 	78722380	3157596	Registered	28-Sep-2005	17-Oct-2006
SERIOUS FOOD ... SILLY PRICES	76492710	2891747	8&15 Filed	24-Feb-2003	05-Oct-2004
SUNFLOWER	78191392	2827865	8&15 Filed	05-Dec-2002	30-Mar-2004
SUNFLOWER FARMERS MARKET & DESIGN 	85249875	N/A	Allowed	23-Feb-2011	N/A
SUNFLOWER FARMERS MARKET	85249857	4059153	Registered	23-Feb-2011	22-Nov 2011