

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunflower Farmers Markets, LLC		04/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

**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: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 2023704761  
 Email: tfahey@nationalcorp.com  
 Correspondent Name: Thomas Fahey  
 Address Line 1: 1100 G Street NW, Suite 420  
 Address Line 2: National Corporate Research, Ltd.

OP \$165.00 3761801

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F144427

NAME OF SUBMITTER: Rick Harrison

Signature: /Rick Harrison/

Date: 04/24/2013

**Total Attachments: 5**  
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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT IN SECURITY INTEREST IN TRADEMARKS dated as of April 23, 2013 (this "Agreement"), made by Sunflower Farmers Markets, LLC, a Delaware limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Guarantee and Collateral Agreement dated as of April 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Sprouts Farmers Markets, LLC, Sprouts Farmers Markets Holdings, LLC, (the "Borrower"), and each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest in all Trademarks of the United States of America, including those listed on Schedule I (collectively, but excluding any Excluded Property, the "IP Collateral"); provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

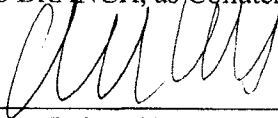
SUNFLOWER FARMERS MARKETS,  
LLC, a Delaware limited liability company

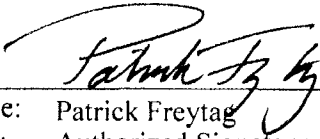
By:   
Name: Amin Maredia  
Title: Chief Financial Officer

*[Signature Page to Notice of Grant of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 005013 FRAME: 0674**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent

By:   
Name: Robert Hetu  
Title: Authorized Signatory

By:   
Name: Patrick Freytag  
Title: Authorized Signatory

*[Signature Page to Notice of Grant of Security Interest in Trademarks]*

**Schedule I**

<b>Trademark Name</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
NEFLOWER FARMERS MARKET	77637072	3761801	16-Mar-2010
SUNFLOWER MARKET & DESIGN (Stylized)	78722380	3157596	17-Oct-2006
SERIOUS FOOD...SILLY PRICES	76492710	2891747	05-Oct-2004
SUNFLOWER	78191392	2827865	30-Mar-2004
SUNFLOWER FARMERS MARKET & DESIGN (Stylized)	85249875	N/A	N/A
SUNFLOWER FARMERS MARKET	85249857	4059153	22-Nov-2011