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Tab Settings ⇨ ⇨ ⇨

102391582

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 the conveying party(ies): 3-3-03
Wild Marks, Inc.
3375 Mitchell Lane
Boulder, CO 80301

☐ Individual(s) citizenship ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Nevada
☐ Other

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

2. Name and address of receiving party(ies)
Name: Wells Fargo Bank, National Association
Internal Address: C7301-031
Street Address: 1740 Broadway
City: Denver State: CO Zip: 80274

☐ Individual(s) citizenship
☒ Association National Banking Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ 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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: February 26, 2003

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

A. Trademark Application No.(s)
76019787 76279290 76363239
76367780 76367785 76373742

B. Trademark Registration No.(s)
2221239 2011618
2507071 2642599

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Zach Finley
Internal Address:
Orrick, Herrington & Sutcliffe LLP
Street Address: Old Federal Reserve Bank Building
400 Sansome Street
City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41) ..... $ 640.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
150665
(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.

Zach Finley — Name of Person Signing
Signature
February 27, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 8

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

03/14/2003 LMUELLER 00000160 150665 76019787
01 FC:8521 40.00 CH
02 FC:8522 600.00 CH

Attachment to USPTO Recordation Sheet – Trademarks Only

Grant of Security Interest – Wild Marks, Inc. to Wells Fargo Bank, National Association

Trademark Applications:

76373793
76373797
76376428
76376483
76401070
76420571
76420572
78137407
78137414
78143337
78143854
78143859
78143873
78170840
78195783

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST (this "Agreement"), dated as of February 26, 2003 is executed by WILD MARKS, INC., a Nevada corporation (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo") as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Lenders (as defined below).

A. Pursuant to a Second Amended and Restated Credit Agreement, dated as of February 26, 2003 (as amended, amended and restated, modified and supplemented from time to time, the "Credit Agreement"), among WILD OATS MARKETS, INC., a Delaware corporation ("Wild Oats"), as borrower (the "Borrower"), the lenders from time to time party thereto (collectively, the "Lenders") and Wells Fargo as Administrative Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend certain credit facilities to the Borrower upon the terms and subject to the conditions set forth therein.

B. It is a condition precedent to the Lenders' obligations to enter into the Credit Agreement that the Grantor execute, and the Grantor has agreed to execute, a guaranty (the "Guaranty") guarantying the Obligations of the Borrower under the Credit Agreement.

C. The Grantor has adopted, used and/or is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks").

D. In order to secure the Obligations of the Grantor under the Guaranty, the Grantor, inter alia, has entered into an Amended and Restated Security Agreement dated as of the date hereof (the "Security Agreement").

E. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of and for the benefit of the Lenders a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records relating to the distribution of products or services bearing the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

The Administrative Agent's address is:

Wells Fargo Bank, National Association
C7301-031
1740 Broadway
Denver, CO 80274
Attention: Yevette Conrad, Loan Specialist
Tel. No.: (303) 863-5460
Fax No.: (303) 863-5531

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

WILD MARKS, INC.

By: _____

Name: Melody Pickett

Title: President

DOCSSF1:657890.1

STATE OF Colorado)

)

COUNTY OF Boulder)

On February 26, 2003, ~~Melody Pickett~~ before me, Karen Novotny, personally appeared Melody Pickett, President of WildMarks, Inc., 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 her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

KAREN NOVOTNY NOTARY PUBLIC STATE OF COLORADO

Signature Karen Novotny

My Commission Expires 01/21/2007

DOCSSF1:657890.1

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

MARK	REGISTRATION/SERIAL NUMBER
Pass the Peace	2,642,599
Organikarma	2,507,071
Wild Café	2,011,618
Beans, Grains & Things Natural Foods Market and Design	2,221,239

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Application Date	Application No.
Pass the Peace	12/18/2002	78/195,783
Henry's Marketplace	10/3/2002	78/170,840
Swingin' Sourdough	7/15/2002	78/143,873
Sphinx Spelt	7/15/2002	78/143,859
Birdland	7/15/2002	78/143,854
Trust Henry's Marketplace For Life	7/12/2002	78/143,337
Nature's Fresh	6/20/2002	78/137,414
Boat to Plate in 48	6/20/2002	78/137,407
Chop Bread	6/13/2002	76/420,572
Messy Bread	6/13/2002	76/420,571
Natures – A Wild Oats Market	4/26/2002	76/401,070
"Sparky" Design	2/25/2002	76/376,483
Ideal Market We're Still Ideal After All These Years Est. Boulder 1940 (And Design)	2/25/2002	76/376,428
Natural Knowledge	2/20/2002	76/373,797
Resolve to Evolve	2/20/2002	76/373,793
Ideal Market	2/20/2002	76/373,742
We Sell Food That Remembers Its Roots	2/5/2002	76/367,785
Food That Remembers Its Roots	2/5/2002	76/367,780

Wild Oasis	1/24/2002	76/363,239
Organic (And Design)	6/25/2001	76/279,290
Wild Oats (And Design)	4/7/2000	76/019,787