

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wild Marks, Inc.		12/13/2004	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as administrative agent
Street Address:	1740 Broadway
Internal Address:	C7301-031
City:	Denver
State/Country:	COLORADO
Postal Code:	80274
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2766719	WE SELL FOOD THAT REMEMBERS ITS ROOTS
Registration Number:	2741754	WILD OATS
Serial Number:	78366791	COCOA CLOUDS
Serial Number:	78334718	DISCOVER THE TASTE OF NATURAL AND ORGANIC
Serial Number:	78334681	DISCOVER THE WORLD OF NATURAL AND ORGANIC
Serial Number:	78366761	FLAX 500
Serial Number:	78247912	FOOD ORIGINS
Serial Number:	78325951	GLORIOUS GRAINS
Serial Number:	78491460	HENRY'S FARMERS MARKET
Serial Number:	78366876	HONEY NUT OAT RINGS
Serial Number:	78416877	HONEY OAT NUGGETS
Serial Number:	78381237	JUST WHEATS
Serial Number:	78371650	NUTRITION FOR EVERYDAY LIVING

CH \$565.00 2766719

Serial Number:	78366833	OAT RINGS
Serial Number:	78482611	ORGANIC TATER BITES
Serial Number:	78320538	PARAGON
Serial Number:	78306642	PERFORMANCE
Serial Number:	78482350	RAKE DANCE
Serial Number:	78279503	WE READ THE LABELS SO YOU DON'T HAVE TO
Serial Number:	78456816	WILD BUY
Serial Number:	78480404	WILD OATS NATURAL MARKETPLACE
Serial Number:	78480397	WILD OATS NATURAL MARKETPLACE

CORRESPONDENCE DATA

Fax Number: (916)329-4900

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

Phone: 415-773-5700

Email: lpartmann@orrick.com

Correspondent Name: Zach Finley

Address Line 1: 405 Howard Street

Address Line 4: San Francisco, CALIFORNIA 94105-2669

NAME OF SUBMITTER:	Zach Finley
Signature:	/Zach Finley/
Date:	01/03/2005

Total Attachments: 5
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST (this "Agreement"), dated as of December 13, 2004, 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. 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").

C. 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 February 26, 2003 (as amended, amended and restated, modified and supplemented from time to time, the "Security Agreement").

D. 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.

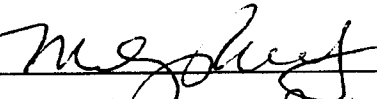
The Administrative Agent's address is:

Wells Fargo Bank, National Association
C7301-031
1740 Broadway
Denver, CO 80274
Attention: Yvette 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

STATE OF Colorado)

COUNTY OF Boulder)

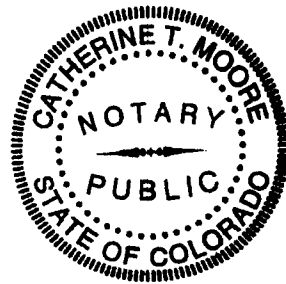
On December 13, 2004, _____,
before me, Catherine T. Moore, personally appeared
Melody Bickett,

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.

Signature Catherine T. Moore

Catherine T. Moore, Notary Public
State of Colorado
My Commission Expires 12/6/2006



(Seal)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Registration Date	Registration No.
WE SELL FOOD THAT REMEMBERS ITS ROOTS	09/23/2003	2,766,719
WILD OATS (And Design)	07/29/2003	2,741,754

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Filing Date	Serial Number
COCOA CLOUDS	02/12/2004	78/366,791
DISCOVER THE TASTE OF NATURAL AND ORGANIC	12/01/2003	78/334,718
DISCOVER THE WORLD OF NATURAL AND ORGANIC	12/01/2003	78/334,681
FLAX 500 (Stylized)	02/12/2004	78/366,761
FOOD ORIGINS	05/09/2003	78/247,912
GLORIOUS GRAINS	11/11/2003	78/325,951
HENRY'S FARMER'S MARKET	10/05/2004	78/491,460
HONEY NUT OAK RINGS	02/12/2004	78/366,876
HONEY OAT NUGGETS	05/11/2004	78,416,877
JUST WHEATS	03/09/2004	78/381,237
NUTRITION FOR EVERYDAY LIVING	02/20/2004	78/371,650
OAT RINGS	02/12/2004	78/366,833
ORGANIC TATOR BITES (Stylized)	09/13/2004	78/482,611
PARAGON	10/29/2003	78/320,538
PERFORMANCE	09/29/2003	78/306,642
RAKE DANCE	09/13/2004	78/482,350
WE READ THE LABELS SO YOU DON'T HAVE TO	07/28/2003	78/279,503
WILD BUY	07/26/2004	78/456,816
WILD OATS NATURAL MARKETPLACE (Stylized)	09/08/2004	78/480,404
WILD OATS NATURAL MARKETPLACE (And Design)	09/08/2004	78/480,397

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