TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Guarantor Trademark and Trademark Applications Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wild Oats Financial, Inc.		04/15/2005	CORPORATION: NEVADA
Wild Marks, Inc.		04/15/2005	CORPORATION: NEVADA
Sparky, Inc.		04/15/2005	CORPORATION: NEVADA
Wild Oats of Texas, Inc.		04/15/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	1226340	
Registration Number:	2717070	
Registration Number:	2713084	
Registration Number:	2221239	BEANS, GRAINS, & THINGS NATURAL FOODS MARKET
Registration Number:	2761788	BIRDLAND
Registration Number:	2695603	CHOP BREAD
Serial Number:	78366791	COCOA CLOUDS
Registration Number:	2908722	DISCOVER THE TASTE OF NATURAL AND ORGANIC
Registration Number:	2906791	DISCOVER THE WORLD OF NATURAL AND ORGANIC
Serial Number:	78366761	FLAX 500
Registration Number:	2902434	FOOD ORIGINS
Registration Number:	2867290	FOOD THAT REMEMBERS ITS ROOTS

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Serial Number:	78325951	GLORIOUS GRAINS
Serial Number:	78589888	GREENDALE FARMS
Serial Number:	78491460	HENRY'S FARMERS MARKET
Registration Number:	2784309	HENRY'S MARKETPLACE
Registration Number:	2402310	HENRY'S MARKETPLACE
Registration Number:	2610002	HENRY'S MARKETPLACE
Registration Number:	2659763	HENRY'S MARKETPLACE
Registration Number:	2601345	HENRY'S MARKETPLACE
Registration Number:	2543183	HENRY'S MARKETPLACE
Registration Number:	2433795	HENRY'S MARKETPLACE
Registration Number:	2621619	HENRY'S MARKETPLACE
Serial Number:	78366876	HONEY NUT OAT RINGS
Serial Number:	78416877	HONEY OAT NUGGETS
Registration Number:	2715350	IDEAL MARKET
Registration Number:	2715362	IDEAL MARKET WE'RE STILL IDEAL AFTER ALL THESE YEARS EST. BOULDER 1940
Serial Number:	78381237	JUST WHEATS
Registration Number:	2695602	MESSY BREAD
Registration Number:	2830530	NATURAL KNOWLEDGE
Serial Number:	78581347	NATURAL INGREDIENTS
Serial Number:	76401070	NATURES - A WILD OATS MARKET
Registration Number:	2224071	NATURE'S FRESH NORTHWEST
Serial Number:	78371650	NUTRITION FOR EVERYDAY LIVING
Serial Number:	78366833	OAT RINGS
Serial Number:	78482611	ORGANIC TATER BITES
Registration Number:	2507071	ORGANIKARMA
Serial Number:	78320538	PARAGON
Registration Number:	2642599	PASS THE PEACE
Registration Number:	2771882	PASS THE PEACE
Serial Number:	78306642	PERFORMANCE
Serial Number:	78482350	RAKE DANCE
Registration Number:	2805499	RESOLVE TO EVOLVE
Serial Number:	78558141	SUN HARVEST FARMS
Serial Number:	78558157	SUN HARVEST MARKET
Registration Number:	2729236	SPHINX SPELT

Registration Number:	2734836	SWINGIN' SOURDOUGH
Registration Number:	2794653	TRUST HENRY'S MARKETPLACE FOR LIFE
Serial Number:	78279503	WE READ THE LABELS SO YOU DON'T HAVE TO
Registration Number:	2766719	WE SELL FOOD THAT REMEMBERS ITS ROOTS
Registration Number:	2811329	WE SELL FOOD THAT REMEMBERS ITS ROOTS
Serial Number:	78557262	WILD BUCKS
Serial Number:	78456816	WILD BUY
Registration Number:	2011618	WILD CAFE
Registration Number:	2739702	WILD OASIS
Serial Number:	76279752	WILD OATS
Registration Number:	1976628	WILD OATS
Serial Number:	76279751	WILD OATS
Serial Number:	78583321	WILD OATS
Registration Number:	2741754	WILD OATS
Serial Number:	76019787	WILD OATS
Registration Number:	1828703	WILD OATS COMMUNITY MARKET
Serial Number:	78480404	WILD OATS NATURAL MARKETPLACE
Serial Number:	78480397	WILD OATS NATURAL MARKETPLACE

CORRESPONDENCE DATA

Fax Number: (617)856-8201

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

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: BROWN RUDNICK BERLACK ISRAELS LLP

Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	04/19/2005

Total Attachments: 38

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EXECUTION COPY

GUARANTOR TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

This Guarantor Trademark and Trademark Application Security Agreement (this "**Guarantor TM Security Agreement**") is made as of the 15th day of April, 2005, by Wild Oats Financial, Inc., a Nevada corporation ("**WOFI**"), Wild Marks, Inc., a Nevada corporation ("**Wild Marks**"), Sparky, Inc., a Nevada corporation ("**Sparky**"), and Wild Oats of Texas, Inc., a Texas corporation ("**WOTI**") (WOFI, Wild Marks, Sparky and WOTI are referred to hereinafter each individually as a "**Guarantor**", and individually and collectively, jointly and severally, as the "**Guarantors**"), and **BANK OF AMERICA, N.A.**, a national banking association with offices at 40 Broad Street, Boston, MA 02109, as agent (in such capacity and with any successor, the "**Agent**") for itself and certain other Lenders (such lenders individually and collectively, jointly and severally, the "**Lenders**").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated as of March 31, 2005 (as amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") made between Wild Oats Markets, Inc., as Borrower ("**Borrower**"), Agent and the Lenders, the Agent and Lenders have agreed to make certain loans and other financial accommodations available to the Borrower;

WHEREAS, Guarantors have executed and delivered or is about to execute and deliver to Agent a guarantee in favor of Agent pursuant to which Guarantors absolutely and unconditionally guarantee to Agent and Lenders the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrower to Agent and Lenders; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Agent agree as follows:

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1. Terms used herein which are defined in the Loan Agreement are used as so defined.

2. To secure the Liabilities, the each Guarantor hereby grants a security interest in favor of, and collaterally assigns to, the Agent, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

a. All of the such Guarantor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of such Guarantor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together

with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. Until the Liabilities (other than contingent indemnification obligations) have been satisfied, the Guarantor shall undertake the following:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks, unless the Guarantor determines in its good faith business judgment that such Marks are in no way material to the conduct of the business or operations of the Guarantor and/or the Borrower.

b. At the Guarantors' sole cost, expense, and risk (in each case, jointly and severally), pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts, unless the Guarantor determines in its good faith business judgment that such Marks are in no way material to the conduct of the business or operations of the Guarantor and/or the Borrower.

c. At the Guarantors' sole cost, expense, and risk (in each case, jointly and severally), take any and all action which any Guarantor deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions, unless the Guarantor determines in its good faith business judgment that such Marks are in no way material to the conduct of the business or operations of the Guarantor and/or the Borrower.

4. In the event of:

a. the any Guarantor's failure, within fifteen (15) days of written notice from the Agent, to cure any failure by such Guarantor to perform any of the Guarantor's obligations set forth in Section 3, above, and/or

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b. the occurrence and continuance of any Event of Default,

then the Agent acting in its own name or in that of any Guarantor may (but shall not be required to) act in any Guarantor's place and stead and/or in the Agent's own right in connection therewith.

5. Each Guarantor represents and warrants that:

a. Exhibit A includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications owned as of the date hereof by such Guarantor.

b. No liens or security interests are in effect as of the date hereof or shall be granted after the date hereof in any Mark by such Guarantor to any Person other than to the Agent and Lenders.

6. In order to further secure the Liabilities:

a. Each Guarantor shall give the Agent written notice (with reasonable detail) of the occurrence of any of the following, together with the quarterly financial statements required by Section 5.7 of the Loan Agreement:

i. If such Guarantor obtained rights to, and filed applications for registration of, any new trademarks, or service marks, or otherwise acquired ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than such Guarantor's right to sell products containing the trademarks of others in the ordinary course of such Guarantor's business) during the previous fiscal quarter, and the Borrower shall deliver to Agent within ten (10) Business Days after delivery of such notice, documentation reasonably required to perfect the Agent's, for its benefit and the benefit of the Lenders, first priority security interest in and to the foregoing.

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ii. If such Guarantor became entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than such Guarantor's right to sell products in containing the trademarks of others' the ordinary course of such Guarantor's business) during the previous fiscal quarter, and the Borrower shall deliver to Agent within ten (10) Business Days after delivery of such notice, documentation reasonably required to perfect the Agent's, for its benefit.

iii. If such Guarantor entered into any new trademark license agreement or service mark license agreement during the previous fiscal quarter, and the Borrower shall deliver to Agent within ten (10) Business Days after delivery of such notice, documentation reasonably required to perfect the Agent's, for its benefit.

b. The provisions of this Guarantor TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Guarantor TM Security Agreement.

c. Each Guarantor hereby authorizes the Agent to modify this agreement by amending Exhibit A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said Exhibit A shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Marks, in addition to which the Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose

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of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

8. Each Guarantor hereby irrevocably constitutes and designates the Agent as and for the such Guarantor's attorney in fact, effective with and upon the Agent's first exercise (the **"First Exercise"**) of such powers following the occurrence and continuance of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 3.

b. To execute all and singular such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Liabilities (other than contingent indemnification obligations) have been satisfied, but shall be exercisable only following the occurrence and during the continuance of an Event of Default.

9. Any use by the Agent of the Marks as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Guarantor TM Security Agreement and the Loan Agreement shall be coextensive with the Guarantors' rights thereunder and with respect thereto, as applicable, and without any liability for royalties or other related charges from the Agent to the any Guarantor. Such use by the Agent shall be permitted only with and upon the First Exercise following the occurrence and during the continuance of an Event of Default.

10. The Agent hereby acknowledges that the Guarantors shall continue to have the exclusive right, prior to notice from the Agent following the occurrence and during the continuance of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek

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injunctions and/or money damages, in an effort by any Guarantor to protect the Marks against encroachment by third parties. All costs arising in connection with any infringement shall be borne by the Guarantors (jointly and severally).

11. Following the payment and satisfaction of all Liabilities (other than contingent indemnification obligations), and the termination of any obligation of the Agent and/or Lenders to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this Guarantor TM Security Agreement shall terminate and the Agent shall execute and deliver to Guarantors all such instruments as the Guarantors reasonably may request to release any encumbrance in favor of the Agent created hereby or pursuant hereto, *subject, however,* to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to the Loan Agreement.

12. Each Guarantor shall, at the request of the Agent, do any and all acts and execute any and all documents reasonably required by the Agent in connection with the protection, preservation, and enforcement of the Agent's rights hereunder.

13. Each Guarantor shall, upon demand, reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. Neither anything contained in the within Guarantor TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default (and in such circumstances, only with and upon the First Exercise).

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15. This Guarantor TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Agent and Lenders shall have the same rights with respect to any and all security interests in the Marks granted the Agent and Lenders to secure the Liabilities hereunder as thereunder. In the event of a conflict between this Guarantor TM Security Agreement and the Loan Agreement, the terms of this Guarantor TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

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SIGNATURE PAGE TO GUARANTOR TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the Guarantors and the Agent respectively have caused this Guarantor TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

WILD OATS FINANCIAL, INC.,
"Guarantor"

By: _____
Title: President

WILD MARKS, INC.,
"Guarantor"

By: _____
Title: President

SPARKY, INC.,
"Guarantor"

By: _____
Title: President

WILD OATS OF TEXAS, INC.,
"Guarantor"

By: _____
Title: President

BANK OF AMERICA, N.A., "Agent"

By: _____

Title: _____

IN WITNESS WHEREOF, the Guarantors and the Agent respectively have caused this Guarantor TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

WILD OATS FINANCIAL, INC.,
"Guarantor"

By:_____
Name: _____
Title:_____

WILD MARKS, INC.,
"Guarantor"

By:_____
Name:_____
Title:_____

SPARKY, INC.,
"Guarantor"

By:_____
Name:_____
Title:_____

WILD OATS OF TEXAS, INC.,
"Guarantor"

By:_____
Name:_____
Title:_____

BANK OF AMERICA, N.A., "Agent"

By:_____
Name: Stephen J. Garvin
Title: Managing Director

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Exhibit A

Each Guarantor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

a) WILD OATS FINANCIAL, INC.

Trademark/Service Mark Registrations

Trademark Registrations	Registration Number(s)	Date of Registration
None.		

Trademark Applications

Trademark	Serial Number(s)	Date of Filing
None.		

b) WILD MARKS, INC.

Trademark/Service Mark Registrations

Trademark Registrations	Registration Number(s)	Date of Registration
See Attached.		

Trademark Applications

Trademark	Serial Number(s)	Date of Filing
See Attached.		

c) SPARKY, INC.

Trademark/Service Mark Registrations

Trademark Registrations	Registration Number(s)	Date of Registration
See Attached.		

Trademark Applications

Trademark	Serial Number(s)	Date of Filing
See Attached.		

d) WILD OATS OF TEXAS, INC.

Trademark/Service Mark Registrations

Trademark Registrations	Registration Number(s)	Date of Registration
None.		

Trademark Applications

Trademark	Serial Number(s)	Date of Filing
None.		

Intellectual Property

A. Trademarks

1. Owned

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS
March 22, 2005
Owner: Wild Marks, Inc.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	REGISTERED Reg. No. 1226340 Filed 02/12/1982 Registered 02/01/1983	Retail grocery store services emphasizing health and natural foods, in Class 42.	Renewal due: 02/01/2013	No

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	REGISTERED Reg. No. 2717070 Filed 07/02/2001 Registered 05/20/2003	Nutritional supplements; herbal supplements; mineral supplements; vitamins; vitamin supplements, in Class 5 Vegetarian burger patties; packaged bulk dried fruit; packaged bulk shelled nuts; packaged bulk roasted nuts; packaged bulk processed nuts; bulk dried fruit; bulk shelled nuts; bulk roasted nuts; bulk processed nuts; dried vegetables; dried apple chips; dried fruit chips; olive oil; milk, in Class 29 Pasta sauce; salsa; tortilla chips; frozen pizzas; bulk processed grains; bulk candy; pretzels; mayonnaise; coffee beans; cookies; salad dressings; waffles; maple syrup; ketchup; corn tortillas, in Class 30 Drinking water; fruit juice, in Class 32	Sec. 8 & 15 Due: 05/20/2009 Renewal Due: 05/20/2013	No
	REGISTERED Reg. No. 2713084 Filed 02/25/2002 Registered 05/06/2003	Retail grocery and health food store services; retail delicatessen services, in Class 35 Delicatessens; restaurant services; cafe services, in Class 43	Sec. 8 & 15 Due: 05/06/2009 Renewal Due: 05/06/2013	Yes
BEANS, GRAINS & THINGS NATURAL FOODS MARKET and Design	REGISTERED Reg. No. 2221239 Filed 06/04/1997 Registered 02/02/1999	Natural foods retail grocery; includes grocery foods, perishable and nonperishable; household items, books, prepared foods in a deli, juice and coffee bar, bulk foods, cosmetics, supplements, pet foods, body care and cleaning products, jewelry and other nonfood items, in Class 35.	**Sec. 8 & 15 Due:** **02/02/2005** **Instructed by Freya not to service, will formally lapse 08/02/2005** Renewal Due: 02/02/2009	No

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MARK	STATUS	GOODS/SERVICES	[illegible]	POST SECT. 8/15
BIRDLAND	REGISTERED Reg. No. 2761788 Filed 07/15/2002 Registered 09/09/2003	Bakery products, namely bread, in Class 30	Sec. 8 & 15 Due: 09/09/2009 Renewal Due: 09/09/2013	Yes
CHOP BREAD	REGISTERED Reg. No. 2695603 Filed 06/13/2002 Registered 03/11/2003	Bakery products, namely breads, in Class 30	Sec. 8 & 15 Due: 03/11/2009 Renewal Due: 03/11/2013	Yes
COCOA CLOUDS	PENDING App. No. 78/366791 Filed 02/12/2004	Breakfast cereals; processed cereals, in Class 30.	Notice of Allowance mailed 03/15/2005. Proof of use due **09/15/2005**. Proof of use will be filed shortly, as mark is in use.	Yes
DISCOVER THE TASTE OF NATURAL AND ORGANIC	REGISTERED Reg. No. 2908722 Filed 12/01/2003 Registered 12/07/2004	Retail grocery and health food store services; retail delicatessen services, in Class 35; and Restaurant services; cafe services; juice bar services; coffee bar services; delicatessens, in Class 42.	Sec. 8 & 15 Due: 12/07/2010 Renewal Due: 12/07/2014	Yes
DISCOVER THE WORLD OF NATURAL AND ORGANIC	REGISTERED Reg. No. 2906791 Filed 12/01/2003 Registered 11/30/2004	Retail grocery and health food store services; retail delicatessen services, in Class 35; and Restaurant services; cafe services; juice bar services; coffee bar services; delicatessens, in Class 42.	Sec. 8 & 15 Due: 11/30/2010 Renewal Due: 11/30/2014	Yes
FLAX 500	PENDING App. No. 78/366761 Filed 02/12/2004	Breakfast cereals; processed cereals, in Class 30.	Approved for publication on Principal Register on 01/06/2005 **Proof of use will have to be filed prior to registration of mark.**	Yes.

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FOOD ORIGINS	REGISTERED Reg. No. 2902434 Filed 05/09/2003 Registered 11/09/2004	Nutritional supplements; herbal supplements; mineral supplements; vitamins; vitamin supplements; minerals; herbs and herbal tinctures, in Class 5	Sec. 8 & 15 Due: 11/09/2010 Renewal Due: 11/09/2014	Yes
FOOD THAT REMEMBERS ITS ROOTS	REGISTERED Reg. No. 2867290 Filed 02/05/2002 Registered 07/27/2004	Retail grocery and health food store services; retail delicatessen services, in Class 35 Delicatessens; restaurant services; cafe services, in Class 43	Sec. 8 & 15 Due: 07/27/2010 Renewal Due: 07/27/2014	Yes
GLORIOUS GRAINS	PENDING App. No. 78/325951 Filed 11/11/2003	Breakfast cereals; processed cereals, in Class 30.	Final review of application is complete as of 02/2005 and it will register in due course.	Yes.
GREENDALE FARMS	PENDING App. No. 78/589888 Filed 03/17/2005	Chicken; poultry, in Class 29	Newly filed application, not yet assigned to an Examiner **Proof of use will have to be filed prior to registration of mark.**	Yes
HENRY'S FARMERS MARKET	PENDING App. No. 78/491460 Filed 09/29/2004	Retail grocery, health food and vitamin store services, retail delicatessen services, in Class 35	Newly filed application, not yet assigned to an Examiner	Yes
HENRYS MARKETPLACE	REGISTERED Reg. No. 2784309 Filed 10/3/2002 Registered 11/18/2003	Retail grocery store services, retail health food store services, in Class 35	Sec. 8 & 15 Due: 11/18/2009 Renewal Due: 11/18/2013	Yes

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HENRY'S MARKETPLACE	REGISTERED Reg. No. 2402310 Filed 04/15/1997 Registered 11/07/2000	Vitamin and mineral supplements, in Class 5	Sec. 8 & 15 Due: 11/07/2006 Renewal Due: 11/07/2010	No
HENRY'S MARKETPLACE and Design	REGISTERED Reg. No. 2610002 Filed 09/30/1997 Registered 08/20/2002	Bottled distilled water, in Class 1; Fruit and vegetable juices; spring water; bottled drinking water and bottled aerated water, in Class 32.	Sec. 8 & 15 Due: 08/20/2008 Renewal Due: 08/20/2012	No
HENRY'S MARKETPLACE and Design	REGISTERED Reg. No. 2659763 Filed 09/30/1997 Registered 12/10/2002	Breakfast cereals; corn chips; tortillas; salsa; sauces; spaghetti sauce; candy; cookies, ice cream, in Class 30	Sec. 8 & 15 Due: 12/10/2008 Renewal Due: 12/10/2012	No
HENRY'S MARKETPLACE and Design	REGISTERED Reg. No. 2601345 Filed 09/30/1997 Registered 07/30/2002	Non-medicated skin care preparations, namely, moisturizing creams and lotions, in Class 3	Sec. 8 & 15 Due: 07/30/2008 Renewal Due: 07/30/2012	No
HENRY'S MARKETPLACE and Design	REGISTERED Reg. No. 2543183 Filed 09/30/1997 Registered 02/26/2002	Unprocessed beans, nuts and grains; unpopped popcorn, in Class 31	Sec. 8 & 15 Due: 02/26/2008 Renewal Due: 02/26/2012	No

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[illegible]	STATUS	GOODS/SERVICES	[illegible]	[illegible]
HENRY'S MARKETPLACE and Design	REGISTERED Reg. No. 2433795 Filed 09/30/1997 Registered 03/06/2001	Food supplements, namely, vitamin, mineral and herbal supplements, in Class 5	Sec. 8 & 15 Due: 03/06/2007 Renewal Due: 03/06/2011	No
HENRY'S MARKETPLACE and Design	REGISTERED Reg. No. 2621619 Filed 09/30/1997 Registered 09/17/2002	Applesauce, processed beans, processed nuts, delicatessen items, namely, luncheon meats, salads except macaroni, rice and pasta salads, cheese, dairy-based dips, processed fruits, fruit-based snack foods and milk, in Class 29	Sec. 8 & 15 Due: 09/17/2008 Renewal Due: 09/17/2012	No
HONEY NUT OAT RINGS	PENDING App. No. 78/366876 Filed 02/12/2004	Breakfast cereals; processed cereals, in Class 30.	Response to non-final Office Action filed and proof of use filed. Awaiting further action by Trademark Office.	Yes.
HONEY OAT NUGGETS	PENDING App. No. 78/416877 Filed 05/11/2004	Breakfast cereals; processed cereals, in Class 30.	Response to non-final Office Action due **06/20/2005**. Response will be filed. Proof of use filed.	Yes
IDEAL MARKET	REGISTERED Reg. No. 2715350 Filed 02/20/2002 Registered 05/13/2003	Retail grocery and health food store services; retail delicatessen services, in Class 35	Sec. 8 & 15 Due: 05/13/2009 Renewal Due: 05/13/2013	Yes

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[illegible]	[illegible]US	[illegible]DS/SERVICES	[illegible]	[illegible]
IDEAL MARKET WE'RE STILL IDEAL AFTER ALL THESE YEARS and Design	REGISTERED Reg. No. 2715362 Filed 02/25/2002 Registered 05/13/2003	Retail grocery and health food store services; retail delicatessen services, in Class 35	Sec. 8 & 15 Due: 05/13/2009 Renewal Due: 05/13/2013	Yes
JUST WHEATS	PENDING App. No. 78/381237 Filed 03/09/2004	Crackers, in Class 30	Application published for opposition 01/25/2005. If no oppositions filed, Notice of Allowance will issue. **Proof of use will have to be filed prior to registration of mark.**	Yes
MESSY BREAD	REGISTERED Reg. No. 2695602 Filed 06/13/2002 Registered 03/11/2003	Bakery products, namely breads, in Class 30	Sec. 8 & 15 Due: 03/11/2009 Renewal Due: 03/11/2013	Yes
NATURAL KNOWLEDGE	REGISTERED Reg. No. 2830530 Filed 02/20/2002 Registered 04/06/2004	Providing information in the fields of health and food nutrition, in Class 44	Sec. 8 & 15 Due: 04/06/2010 Renewal Due: 04/06/2014	Yes

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MARK	STATUS	SERVICES	STATUS	[illegible]
NATURAL INGREDIENTS and Design	PENDING App. No. 78/581347 Filed 03/07/2005	Edible oils, namely canola oil; canned tomatoes; potato chips; tuna fish; smoked salmon; fruit based spreads; soups; tomato paste; peeled tomatoes; tomato sauce; canned fruits; raisins; bacon; shrimp; peanut butter; olive oil; almond butter; processed olives; packaged bulk roasted nuts; packaged bulk shelled nuts; packaged bulk dried fruit; packaged bulk trail mix; packaged bulk granola; eggs, in Class 29. Spaghetti sauce; salsa; tortilla chips; pizza; cookies; chocolate; chocolate truffles; maple syrup; pickles; ketchup; pasta; breakfast cereals; barbecue sauce; crackers; pasta sauce; bread; bakery products; rugulach; packaged bulk candy; packaged bulk processed wheat germ; tea, in Class 30; Mineral water; fruit juice; orange juice; grapefruit juice; fruit flavored soft drinks; carbonated soft drinks; spring water, in Class 32.	Awaiting examination of application	Yes
NATURES – A WILD OATS MARKET	PENDING App. No. 76/401070 Filed 04/26/2002	Retail grocery store, retail health food store services, in Class 35.	A request for an extension to file a Notice of Opposition has been filed by Rudolf Wild. Settlement negotiations are in progress.	Yes
NATURE'S FRESH NORTHWEST	REGISTERED Reg. No. 2224071 Filed 11/25/1997 Registered 02/16/1999	Retail grocery store services featuring meat, groceries, produce, pastries, bread, flowers, drugs, dietary supplements, and beauty products, in Class 35	Renewal Due: 02/16/2009	No
NUTRITION FOR EVERYDAY LIVING	PENDING App. No. 78/371650 Filed 02/20/2004	Nutritional supplements; herbal supplements; mineral supplements; dietary supplements; vitamins; vitamin supplements; minerals; herbs and herbal tinctures, in Class 5	Notice of Allowance issued 02/22/2005. Proof of use due **08/22/2005** Proof of use will be filed shortly.	Yes.

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MARK	STATUS	GOODS/SERVICES	STATUS	FILED IN USE 11/17/012
OAT RINGS	PENDING App. No. 78/366833 Filed 02/12/2004	Breakfast cereals; processed cereals, in Class 30.	Response to non-final Office Action filed and proof of use filed. Awaiting further action by Trademark Office.	Yes.
ORGANIC TATER BITES	PENDING App. No. 78/482611 Filed 09/13/2004	Processed frozen potatoes, in Class 29	Awaiting examination of application	Yes.
ORGANIKARMA	REGISTERED Reg. No. 2507071 Filed 03/06/2001 Registered 11/13/2001	Retail grocery store services, retail health food store services, in Class 35	Sec. 8 & 15 Due: 11/13/2007 Renewal Due: 11/13/2011	No
PARAGON	PENDING App. No. 78/320538 Filed 10/29/2003	Breakfast cereals; processed cereals, in Class 30.	Notice of Allowance mailed 10/19/2004. Proof of use due **04/19/2005**. Instructed by Brian Albert to abandon in 02/2005. Application will formally abandon on 04/20/2005.	Yes
PASS THE PEACE	REGISTERED Reg. No. 2642599 Filed 11/16/2001 Registered 10/29/2002	Retail grocery and health food store services, in Class 35	Sec. 8 & 15 Due: 10/29/2008 Renewal Due: 10/29/2012	No
PASS THE PEACE	REGISTERED Reg. No. 2771882 Filed 12/18/2002 Registered 10/07/2003	Magazines featuring recipes and cooking instructions, in Class 16	Sec. 8 & 15 Due: 10/07/2009 Renewal Due: 10/07/2013	Yes

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MARK	STATUS	GOODS/SERVICES	STATUS	FILED SINCE [illegible]
PERFORMANCE	PENDING App. No. 78/306642 Filed 09/29/2003	Breakfast cereals; processed cereals, in Class 30.	Response to non-final Office Action filed and proof of use filed. Awaiting further action by Trademark Office	Yes
RAKE DANCE	PENDING App. No. 78/482350 Filed 09/13/2004	Wines, in Class 33	Awaiting examination of application.	Yes
RESOLVE TO EVOLVE	REGISTERED Reg. No. 2805499 Filed 02/20/2002 Registered 01/13/2004	Retail grocery and health food store services; retail delicatessen services, in Class 35 Delicatessens; restaurant services; cafe services, in Class 43	Sec. 8 & 15 Due: 01/13/2010 Renewal Due: 01/13/2014	Yes
SUN HARVEST FARMS	PENDING App. No. 78/558141 Filed 02/01/2005	Retail grocery and health food and vitamin store services; retail delicatessen services, in Class 35	Awaiting examination of application.	Yes
SUN HARVEST MARKET	PENDING App. No. 78/558157 Filed 02/01/2005	Retail grocery and health food and vitamin store services; retail delicatessen services, in Class 35	Awaiting examination of application.	Yes
SPHINX SPELT	REGISTERED Reg. No. 2729236 Filed 07/15/2002 Registered 06/24/2003	Bakery products, namely bread, in Class 30	Sec. 8 & 15 Due: 06/24/2009 Renewal Due: 06/24/2013	Yes
SWINGIN' SOURDOUGH	REGISTERED Reg. No. 2734836 Filed 07/15/2002 Registered 07/08/2003	Bakery products, namely bread, in Class 30	Sec. 8 & 15 Due: 07/08/2009 Renewal Due: 07/08/2013	Yes
TRUST HENRY'S MARKETPLACE FOR LIFE	REGISTERED Reg. No. 2794653 Filed 07/12/2002 Registered 12/16/2003	Retail grocery store services; retail health food store services, in Class 35	Sec. 8 & 15 Due: 12/16/2009 Renewal Due: 12/16/2013	Yes

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[illegible]	STATUS	GOODS/SERVICES	[illegible]	[illegible]
WE READ THE LABELS SO YOU DON'T HAVE TO	PENDING App. No. 78/279503 Filed 07/28/2003	Retail grocery and health food store services; retail delicatessen services, in Class 35	Office Action issued 01/13/2004 suspending application based upon a NATURE'S GOODNESS- WE READ THE LABELS SO YOU DON'T HAVE TO application, which is also suspended. Have requested Trademark Office remove suspension from cited application.	Yes
WE SELL FOOD THAT REMEMBERS ITS ROOTS	REGISTERED Reg. No. 2766719 Filed 02/05/2002 Registered 09/23/2003	Retail grocery and health food store services; retail delicatessen services, in Class 35	Sec. 8 & 15 Due: 09/23/2009 Renewal Due: 09/23/2013	Yes
WE SELL FOOD THAT REMEMBERS ITS ROOTS	REGISTERED Reg. No. 2811329 Filed 02/05/2002 Registered 02/04/2004	Delicatessen, restaurant services; cafe services, in Class 43	Sec. 8 & 15 Due: 02/04/2010 Renewal Due: 02/04/2014	Yes
WILD BUCKS	PENDING App. No. 78/557262 Filed 01/31/2005	Reward incentive program for customers of retail stores; retail store services featuring groceries, vitamins, supplements, health food, health care and body care products featuring a bonus incentive award program, in Class 35	Application approved for publication as of 03/01/2005 **Proof of use will have to be filed prior to registration of mark.**	Yes

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WILD BUY	PENDING App. No. 78/456816 Filed 07/26/2004	Retail grocery and health food store services, in Class 35	Non-final action mailed 03/01/2005. Response due **09/01/2005.**	Yes
WILD CAFÉ	REGISTERED Reg. No. 2011618 Filed 06/19/1995 Registered 10/29/1996	Cafes, in Class 42	Renewal Due: 10/29/2006	No
WILD OASIS	REGISTERED Reg. No. 2739702 Filed 01/24/2002 Registered 07/22/2003	Restaurant services, juice and coffee bar services, cafe services, in Class 43	Sec. 8 & 15 Due: 07/22/2009 Renewal Due: 07/22/2013	Yes

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WILD OATS	PENDING App. No. 76/279752 Filed 07/02/2001	Charcoal briquettes, in Class 4 Nutritional supplements; herbal supplements; mineral supplements; vitamins; vitamin supplements, in Class 5 Aluminum foil, in Class 6 Plastic sandwich bags; plastic food storage bags for household use; plastic garbage bags; plastic bags for household use; paper towels; facial tissues; paper napkins; bathroom tissue; disposable diapers; and plastic wrap, in Class 16 Formed textured vegetable protein to be used as an extender or meat substitute, packaged bulk dried fruit, packaged bulk shelled nuts, packaged bulk roasted nuts, bulk dried fruit, bulk shelled nuts, bulk roasted nuts, bulk processed nuts, marinated peppers, freeze dried vegetables, morello cherries, pickles, dried apple chips, dried fruit chips, stuffed grape leaves, olive oil, milk, eggs, applesauce, butter, canned tomatoes, potato chips, cream cheese, fruit preserves, tuna fish, marmalade, processed apples, processed papayas, prunes, raisins, roasted nuts, processed nuts, potato sticks, onion sticks, spinach sticks, vegetable sticks, vegetable chips, trail mix primarily consisting of roasted nuts, dried fruit and chocolate chips, processed apricots, banana chips, coconut shreds, processed dates, processed mango, dried pineapple, dried soybeans, onion rings, frozen fruit, frozen vegetables, soy-based food beverage for use as a milk substitute, cheese, peanut butter, processed olives, soups, frozen french fried potatoes, cooking spray oil, parmesan cheese, fruit based spreads, canned fruits, processed beans, currants, lentils, powdered milk, processed edible seeds, hummus, cut fresh fruit, cut fresh vegetables, tomato paste, processed quinoa, processed flax seed, edamame, and baba ghannouj, in Class 29	A request for an extension to file a Notice of Opposition has been filed by Rudolf Wild. Settlement negotiations are in progress	No

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[illegible]	STATUS	[illegible]	[illegible]	[illegible]
		Pasta sauce, salsa, tortilla chips, pizza, bulk processed grains, namely, kamut, raw wheat germ, couscous and toasted wheat germ, bulk candy, pretzels, mayonnaise, coffee beans, cookies, salad dressing, waffles, maple syrup, ketchup, corn tortillas, processed cereals, cereal bars, pasta, bread, focaccia bread, chocolate, pies, iced tea, popped popcorn, caramel popcorn, cheese flavored puffed corn snacks, buns, breakfast cereals, mustard, tea, barbecue sauce, pesto sauce, macaroni and cheese, fructose, wheat germ, crackers, spices, vanilla, granola, sugar, rice, processed wheat, breadcrumbs, flour, mixes for bakery goods, frozen ravioli, cookie dough, tomato sauce , corn sticks, rice-based snack foods, sesame sticks, rice-based food beverage for use as a milk substitute, muesli, processed oats, processed kelp, processed figs, kasha, processed millet, processed barley, arrowroot powder, processed amaranth, and poppy seed, in Class30 Bulk raw nuts; raw nuts; unprossed millet; unprocessed barley; unprocessed quinoa; unprocessed amaranth; wheat berries; rye berries; alfalfa seed; unprocessed flax seed; unprocessed cereals; dog food; cat food, in Class 31 Drinking water; fruit juice; apple juice; orange juice; grape juice; cranberry juice; grapefruit juice; fruit juice concentrates; carbonated soft drinks; non-carbonated soft drinks; fruit flavored soft drinks; beer, in Class 32		
WILD OATS	REGISTERED Reg. No. 1976628 Filed 06/19/1995 Registered 05/28/1996	Retail health food store services, in Class 42	Renewal Due: 05/28/2006	No

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MARK	STATUS	GOODS/SERVICES	STATUS	FILED SINCE 2007/01?
WILD OATS (Script) Wild Oats	PENDING App. No. 76/279751 Filed 07/02/2001	Formed textured vegetable protein to be used as a meat substitute; packaged bulk dried fruit; packaged bulk shelled nuts; packaged bulk roasted nuts; packaged bulk processed nuts; bulk dried fruit; bulk shelled nuts; bulk roasted nuts; bulk processed nuts; marinated peppers; freeze dried vegetables; morello cherries; pickles; dried apple chips; dried fruit chips; stuffed grape leaves; olive oil; milk, in Class 29 Pasta sauce; salsa; tortilla chips; pizzas; bulk processed grains, namely, kamut, wheat germ, and couscous; bulk candy; pretzels; mayonnaise; coffee beans; cookies; salad dressings; waffles; maple syrup; ketchup; corn tortillas, in Class 30 Drinking water; fruit juice, in Class 32	A request for an extension to file a Notice of Opposition has been filed by Rudolf Wild. Settlement negotiations are in progress	No
WILD OATS (Black and White Stylized) WILD OATS	PENDING App. No. 78/583321 Filed 03/08/2005	Lip balm, in Class 3 Nutritional supplements; herbal supplements; mineral supplements; vitamins; vitamin supplements; minerals; herbs and herbal tinctures, in Class 5 Paper towels; plastic wrap; sandwich bags; plastic food storage bags for household use; trash bags; plastic trash bags; bathroom tissue; facial tissue, in Class 16 Processed beans; edible oils, namely canola oil and grapeseed oil; butter; canned tomatoes; potato chips; tuna fish; frozen fruit; fruit based spreads; soups; broth; tomato paste; peeled tomatoes; tomato sauce; canned fruits; frozen vegetables; frozen French fried potatoes; frozen processed potatoes; raisins; bacon; shrimp; tofu; milk; soy based beverage used as a milk substitute; rice based beverage used as a milk substitute; peanut butter; olive oil; almond butter; processed olives; cranberry sauce; packaged bulk roasted nuts; packaged bulk shelled nuts; packaged bulk dried fruit; packaged bulk granola; packaged bulk chocolate espresso coffee beans; packaged bulk packaged bulk trail mix; eggs, in Class 29	Pending, Application awaiting examination.	Yes

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		Spaghetti sauce; salsa; tortillas; tortilla chips; pizza; cookies; chocolate; chocolate truffles; waffles; maple syrup; microwave popcorn; caramel popcorn; snack mix consisting primarily of caramel popcorn and almonds; pretzels; relish; pickles; ketchup; mustard; pasta; breakfast cereals; barbecue sauce; crackers; pasta sauce; bagels; bread; bakery products; buns; rugalach; pita bread; English muffins; packaged bulk candy; packaged bulk processed wheat germ; packaged bulk processed quinoa; tea, in Class 30 Mineral water; fruit juice; orange juice; grapefruit juice; aerated fruit juice; fruit flavored soft drinks; carbonated soft drinks; spring water, in Class 32 Retail grocery, vitamin and health food store services; retail delicatessen services, in Class 35 Restaurant services; café services; juice bar services; coffee bar services; delicatessens; sushi bar services, in Class 43		
WILD OATS and Design	REGISTERED Reg. No. 2741754 Filed 04/07/2000 Registered 07/29/2003	Retail store services specializing in natural foods, personal care products and nutritional supplements; retail delicatessen services, in Class 35	Sec. 8 & 15 Due: 07/29/2009 Renewal Due: 07/29/2013	No
WILD OATS and Design	PENDING App. No. 76/019787 Filed 04/07/2000	Bathing additives, namely, non-medicated bath salts, aromatic oils, and soap; lotion, namely skin lotion, hair lotion, facial lotion, and body lotion; hair care products, namely shampoo and hair conditioner; skin soaps; liquid soaps for hands, face and body; detergent soap; laundry detergent; dish detergent; automatic dishwashing detergent; all-purpose cleaning preparations, in Class 3	A request for an extension to file a Notice of Opposition has been filed by Rudolf Wild. Settlement negotiations are in progress	No

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		Nutritionally complete food supplements, namely drink mixes and food bars as meal replacements; baby food; nutritional supplements, namely vitamins, minerals, herbs and herbal tinctures; bathing additives, namely, medicated bath salts; sanitizers for household use, in Class 5 Printed matter, namely newsletters and informational flyers in the fields of health, nutrition, food and recipes, in Class 16 Eggs; roasted nuts; cooked beans; soy based food products, namely, meat substitutes, butter substitutes, cheese substitutes, milk substitutes and sour cream substitutes; soy-based drinks used as a milk substitute; dairy drinks, namely various flavored drinks using a milk base; dairy products, namely butter, cheese, yogurt; cooked or processed meats; prepared meals consisting primarily of meat, poultry, fish or vegetables; prepared salads except macaroni, rice and pasta salads; fruit salads; garden salads; vegetable salads; meats; seafood, namely fish and shell fish both prepared and raw; marinated meats; prepared meats, namely, fresh, frozen, cured or prepared; canned goods, namely canned fruit, canned vegetables, and canned soup; potato chips; cooking oil; freeze dried vegetables; processed fruit; processed edible seeds, in Class 29 Processed grains; rice; flour; tea; coffee; dried herbs; soy-based ice cream substitutes; baked goods, namely, breads, cakes, cookies, pastries and pies; candy, namely dairy chocolate bars and non-dairy chocolate bars; breakfast cereal; cereal based snack food; granola comprised of grain, fruit, nuts and natural sweeteners; dairy products, namely, frozen yogurt and ice cream; prepared meals consisting primarily of pasta or rice; sushi; pizza; macaroni salad; pasta salad; rice salad; salad dressings; seasonings; desserts, namely, puddings; tortilla chips; taco chips; salsa; pretzels; tortillas; pasta; pasta sauces; crackers, in Class 30		

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	STATUS	GOODS/SERVICES	DATES	[illegible]
		Unprocessed grains for eating; fresh herbs; raw nuts; raw ginger; fresh garlic; raw berries; raw beans; unprocessed fruits; unprocessed vegetables, in Class 31 Mineral water, spring water and drinking water; juices, namely, fruit and vegetable both fresh squeezed and carbonated using a vegetable or fruit base; carbonated beverages, namely sodas made with natural ingredients including a juice or herb base, in Class 32 Cafe services; juice bar services; sushi bar services, in Class 42		
WILD OATS COMMUNITY MARKET	REGISTERED Reg. No. 1828703 Filed 07/06/1993 Registered 03/29/1994	Retail health food store services, in Class 42	Renewal Due: 03/29/2014	No
WILD OATS LIVING			**NOT FILED – DECIDED INSTEAD TO JUST FILE THE WILD OATS IN BLACK AND WHITE STYLIZED FORM**	
WILD OATS NATURAL and Design WILD OATS NATURAL			**NOT FILED – DECIDED INSTEAD TO JUST FILE THE WILD OATS IN BLACK AND WHITE STYLIZED FORM**	

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MARK	STATUS	GOODS/SERVICES	[illegible]	[illegible]
WILD OATS NATURAL MARKETPLACE (stylized) WILD OATS NATURAL MARKETPLACE	PENDING App. No. 78/480404 Filed 09/08/2004	Retail grocery, vitamin and health food store services; retail delicatessen services ,I n Class 35; and Restaurant services; cafe services; juice bar services; coffee bar services; delicatessens; sushi bar services, in Class 43.	Pending, Application awaiting examination.	Yes
WILD OATS NATURAL MARKETPLACE and Sparky Design WILD OATS NATURAL MARKETPLACE	PENDING App. No. 78/480397 Filed 09/08/2004	Retail grocery, vitamin and health food store services; retail delicatessen services , in Class 35; and Restaurant services; cafe services; juice bar services; coffee bar services; delicatessens; sushi bar services, in Class 43.	Pending, Application awaiting examination.	Yes
WILD OATS ORGANIC RAISIN THE BAR BRAN FLAKES			**NOT YET FILED – WAITING FOR SPECIMEN OF USE TO DETERMINE EXACT FORM TO FILE**	
WILD OATS ORGANIC RING AROUND THE HONEY OATS			**NOT YET FILED – WAITING FOR SPECIMEN OF USE TO DETERMINE EXACT FORM TO FILE**	
WILD OATS ORGANIC RING AROUND THE OATS			**NOT YET FILED – WAITING FOR SPECIMEN OF USE TO DETERMINE EXACT FORM TO FILE**	

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STATE TRADEMARK REGISTRATIONS AND APPLICATIONS
March 22, 2005
Owner: Wild Marks, Inc. or Wild Oats Markets, Inc.

ALFALFA'S MARKET	Colorado	REGISTERED Reg. No. 20011020214 Filed/Registered: 01/16/2001	Retail grocery store, restaurant and delicatessen services	Renewal Due: 01/16/2011 Owned by Wild Marks, Inc.	No
ALFALFA'S	Colorado	REGISTERED Reg. No. 20011010213 Filed/Registered: 01/16/2001	Retail grocery store, restaurant and delicatessen services	Renewal Due: 01/16/2011 Owned by Wild Marks, Inc.	No
VITAMIN EXPO	Texas	REGISTERED Reg. No. 5944917 Filed/Registered: 04/03/2000	Retail store and mail order services featuring vitamins, minerals, dietary supplements, natural foods, organic food products, health products	Renewal Due: 04/03/2010 Owned by Wild Oats Markets, Inc.	No
SUN HARVEST	Texas	REGISTERED Reg. No. TX031352 Filed/Registered 06/20/2002	Retail health and natural food stores	Renewal Due: 06/20/2012 Owned by Wild Marks, Inc.	Yes
SUN HARVEST FARMS	Texas	REGISTERED Reg. No. TX031351 Filed/Registered 06/20/2002	Retail health and natural food stores	Renewal Due: 06/20/2012 Owned by Wild Marks, Inc.	Yes
SUN HARVEST MARKET	Texas	REGISTERED Reg. No. TX031403 Filed/Registered 06/20/2002	Retail health and natural food stores	Renewal Due: 06/20/2012 Owned by Wild Marks, Inc.	Yes

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS
March 22, 2005

TRADEMARK
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Owner: Wild Marks, Inc.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Australia	WILD OATS	International Registration No. 837678 filed on 09/17/2004. Registration not yet confirmed for Australia	Retail health food store services	Renewal due: 09/17/2014 International Registration Under the Madrid Protocol; individual country has 18 months to allow registration or issue an office action	Yes
Canada	WILD OATS	REGISTERED Reg. No. TMA562186 Filed 11/25/1996 Registered 05/21/2002	Retail health food store services	Renewal Due: 05/21/2017	No
Canada		PENDING App. No. 1146853 Filed 07/15/2002	Various food products and grocery store services	Application has been allowed.	Yes

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
China	WILD OATS	International Registration No. 837678 filed on 09/17/2004. Registration not yet confirmed for China	Retail health food store services	Renewal due: 09/17/2014 International Registration Under the Madrid Protocol; individual country has 18 months to allow registration or issue an office action	Yes
European Union (Community Trademark)	WILD OATS	REGISTERED Reg. No. 000436774 Filed 12/24/1996 Registered: 10/19/2003	Various food products and grocery store services	Renewal Due: 12/24/2006	No
Japan	WILD OATS	International Registration No. 837678 filed on 09/17/2004. Registration not yet confirmed for Japan	Retail health food store services	Renewal due: 09/17/2014 International Registration Under the Madrid Protocol; individual country has 18 months to allow registration or issue an office action	Yes

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Korea	WILD OATS	International Registration No. 837678 filed on 09/17/2004. Registration not yet confirmed for Korea	Retail health food store services	Renewal due: 09/17/2014 International Registration Under the Madrid Protocol; individual country has 18 months to allow registration or issue an office action	Yes
Mexico	WILD OATS	REGISTERED Reg. No. 783600 Filed: 02/07/2003 Registered 03/19/2003	Retail health food store services	Renewal Due: 02/07/2013	Yes
Switzerland	WILD OATS	International Registration No. 837678 filed on 09/17/2004. Registration not yet confirmed for Switzerland	Retail health food store services	Renewal due: 09/17/2014 International Registration Under the Madrid Protocol; individual country has 18 months to allow registration or issue an office action	Yes

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CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS
March 22, 2005
Owned by Wild Oats Markets Canada, Inc.

[illegible]	[illegible]	[illegible]	[illegible]
CAPERS TO LOVE AND FEED PEOPLE and Design	REGISTERED Reg. No. TMA0431142 Filed 03/09/1993 Registered 07/29/1994	Restaurant services, operation of a store selling natural, organic and ordinary grocery food products	Renewal Due: 07/29/2009
CAPERS	REGISTERED Reg. No. TMA0429970 Filed 01/15/1993 Registered 07/01/1994	Restaurant services; operation of a store selling natural, organic and ordinary grocery food products	Renewal Due: 07/01/2009
CAPERS and Design	REGISTERED Reg. No. TMA0429017 Filed 01/15/1993 Registered 06/17/1994	Restaurant services; operation of a store selling natural, organic and ordinary grocery food products	Renewal Due: 06/17/2009

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2. Licensed: **None**

B. Patents: **None**

C. Copyrights: see schedule of marks above

D. Other:

License Agreements

Name of Document	Date of Document	Licensor	Term	Licensed Intellectual Property
Tradename License Agreement between Ronald Cohn, Inc. and Boney's Services dated10/1/90	10/1/90	Ronald Cohn, Inc.	Perpetual	Name and concept of Henry's Marketplace – limited to one site
Addendum	10/1/90	""		""
Amendment to Tradename License Agreement	4/30/97	""		""