TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark and Trademark Applications Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wild Oats Markets, Inc.		03/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: MASSACHUSETTS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
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

CH $190.00 2402310

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:	06/28/2005

Total Attachments: 12
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TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

This Trademark and Trademark Application Security Agreement (this "**TM Security Agreement**") is made as of the 31st day of March, 2005, by **WILD OATS MARKETS, INC.** (hereinafter, the "**Borrower**"), a Delaware corporation with offices at 3375 Mitchell Lane, Boulder, CO 80301, 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 (collectively, 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 the Borrower, Agent and the Lenders, the Agent and Lenders have agreed to make certain loans and other financial accommodations available to the Borrower;

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to the Agent a security interest in the Borrower's Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement) of the Borrower to the Agent and Lenders;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Borrower has executed this TM Security Agreement.

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

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

2. To secure the Liabilities, the Borrower 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 Borrower'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 the Borrower'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 Borrower 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 Borrower determines in its good faith business judgment that such Marks are in no way material to the conduct of its business or operations.

b. At the Borrower's sole cost, expense, and risk, 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 Borrower determines in its good faith business judgment that such Marks are in no way material to the conduct of its business or operations.

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

4. In the event of:

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

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

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

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5. The Borrower 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 the Borrower.

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 the Borrower to any Person other than to the Agent and Lenders.

6. In order to further secure the Liabilities:

a. The Borrower 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 the Borrower 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 the Borrower's right to sell products containing the trademarks of others in the ordinary course of the Borrower'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 and lien in and to the foregoing.

ii. If the Borrower 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 Borrower's right to sell products in containing the trademarks of others' the

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ordinary course of the Borrower'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 and lien in and to the foregoing.

iii. If the Borrower 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 and the benefit of the Lenders, first priority security interest and lien in and to the foregoing.

b. The provisions of this 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 TM Security Agreement.

c. The Borrower 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 of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an

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Event of Default has occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates the Agent as and for the Borrower'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 TM Security Agreement and the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to the Borrower. 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 Borrower 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 injunctions and/or money damages, in an effort by Borrower to protect the Marks against

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encroachment by third parties. All costs arising in connection with any infringement shall be borne by the Borrower.

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 TM Security Agreement shall terminate and the Agent shall execute and deliver to Borrower all such instruments as the Borrower 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. The Borrower 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. The Borrower 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 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).

15. This 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

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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 TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

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

WILD OATS MARKETS, INC.,
"Borrower"

By:_____
Name: Freya R. Brier
Title: Secretary

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

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

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

WILD OATS MARKETS, INC.,
"Borrower"

By:_____
Name:_____
Title: _____

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

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

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Exhibit A

The Borrower'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:

Trademark/Service Mark Registrations

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

Trademark Applications

Trademark	Serial Number(s)	Date of Filing
None.		

Exhibit A

Continued

The Borrower'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:

Trademark/Service Mark Registrations

Trademark Registrations	Registration Number(s)	Date of Registration
	2,402,310	11/7/00
	2,610,002	8/20/02
	2,659,763	12/10/02
	2,601,345	7/30/02
	2,543,183	2/26/02
	2,433,795	3/6/01
	2,621,619	9/17/02

Trademark Applications

Trademark	Serial Number(s)	Date of Filing
None.		

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