

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Newflower Market, Inc.		11/25/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>Internal Address:</b>	MD 109047		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77637072	NEWFLOWER FARMERS MARKET	
<b>Registration Number:</b>	2891747	SERIOUS FOOD...SILLY PRICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-467-8856		
<b>Email:</b>	behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com		
<b>Correspondent Name:</b>	Richard S. Donnell		
<b>Address Line 1:</b>	1828 L Street, NW		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	5252-591/0769/SUNFLOWER2		
<b>NAME OF SUBMITTER:</b>	Richard S. Donnell		

CH \$65.00 77637072

**900149236**

**TRADEMARK  
 REEL: 004108 FRAME: 0794**

Signature:	/richard s donnell/
Date:	12/04/2009
<p>Total Attachments: 12</p> <p>source=sunflower2Trademark Security Agreement#page1.tif</p> <p>source=sunflower2Trademark Security Agreement#page2.tif</p> <p>source=sunflower2Trademark Security Agreement#page3.tif</p> <p>source=sunflower2Trademark Security Agreement#page4.tif</p> <p>source=sunflower2Trademark Security Agreement#page5.tif</p> <p>source=sunflower2Trademark Security Agreement#page6.tif</p> <p>source=sunflower2Trademark Security Agreement#page7.tif</p> <p>source=sunflower2Trademark Security Agreement#page8.tif</p> <p>source=sunflower2Trademark Security Agreement#page9.tif</p> <p>source=sunflower2Trademark Security Agreement#page10.tif</p> <p>source=sunflower2Trademark Security Agreement#page11.tif</p> <p>source=sunflower2Trademark Security Agreement#page12.tif</p>	

**A FIFTH THIRD BANCORP BANK****TRADEMARK SECURITY AGREEMENT**

(Senior Subordinated Debt)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 25, 2009 (the "Effective Date"), is entered into by and between **NEWFLOWER MARKET, INC.**, a Delaware corporation doing business as Sunflower Farmers Market and Newflower Farmers Market, whose principal place of business and mailing address is 2585 Central Avenue, Suite 200, Boulder, Colorado 80301 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. **OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Senior Subordinated Credit Agreement dated of even date herewith by and between Lender and Debtor (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement"), and all of the obligations and liabilities of Debtor hereunder.

2. **TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below); including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

Notwithstanding anything herein to the contrary, as of the Effective Date, the Trademark Collateral under this Agreement will not include, and the grant of a security interest under this Agreement shall not extend to, Debtor's rights under the License Agreement, dated July 18, 2003, between Borrower and SuperValu Inc., a Delaware corporation, and its successors and assigns, as heretofore or hereafter amended, supplemented, restated or other modified.

**3. DEFINITIONS:** Any capitalized term used but not defined herein (including, without limitation, "Event of Default") shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, (a) "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time, and (b) "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

**4. LICENSES:**

(a) Except for licenses allowing third parties to apply the Trademarks to products to be offered for sale by Debtor, and otherwise attendant to products and services provided by Debtor, in each case in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, to any third party any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party so long as no Event of Default has occurred and is continuing, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b). If an Event of Default has occurred and is continuing, and Secured Party has not exercised its right to accept assignment of the Trademarks, Secured Party may withhold its consent to any Trademark License in its sole discretion.

(b) If an Event of Default has occurred and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice assigning Debtor's rights in the Trademark Licenses to Secured Party or its designee, whereupon (i) the Trademark Licenses will automatically and immediately be assigned to Secured Party or its designee without any further notice or demand (which Debtor expressly waives); and (ii) at Secured Party's sole option, in accordance with such Trademark Licenses, Secured Party may terminate such Trademark Licenses and, upon any such termination, all rights and interests of the licensees in and to and under the Trademark Licenses will cease to exist and be void and will otherwise revert to Secured Party. If Secured Party exercises its right to accept assignment of the Trademark Licenses and the Event of Default is thereafter cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately be reassigned to Debtor on the cessation of such Event of Default, subject to the terms of this Agreement.

## 5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make the Loan and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement);

(b) Debtor has full right to grant the security interest and Lien hereby granted;

(c) Set forth in Schedule I is a complete and accurate list of all federally registered Trademarks and Trademark License Rights owned by Debtor or, to Debtor's knowledge, in which Debtor has any rights, other than the Sunflower Trademark Collateral;

(d) Each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable, and to Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor has notified Secured Party in writing of all prior uses of any item of the Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(e) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark;

(f) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4(a);

(g) To Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(h) Except for (1) the filing of financing statements, (2) the recording of this Agreement with the United States Patent and Trademark Office, and (3) filings with the United States Patent and Trademark Office in connection with any application for registration of a trademark or service mark, or an amendment or renewal of a trademark or service mark

registration, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

## 6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:

(a) Until the Obligations are fully paid, performed and satisfied (exclusive of any contingent obligations for indemnification for which Secured Party has not given notice of a claim thereof against Debtor) and this Agreement is terminated:

(i) Debtor will furnish to Secured Party upon Secured Party's request in good faith a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require in good faith and in accordance with the terms of this Agreement for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(ii) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, which is necessary or reasonably material to the conduct of Debtor's business and is not now identified in Schedule I, (A) Debtor will give prompt written notice to Secured Party; (B) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained; (C) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph; and (D) Debtor will promptly provide to Secured Party an amended Schedule I, which amended Schedule I will include the Trademark(s) and/or Trademark License Rights which become part of the Trademark Collateral under this paragraph, and which amended Schedule I will automatically supersede and prior Schedule I and become a part of this Agreement. If Debtor does not promptly provide an amended Schedule I to Secured Party in accordance with the immediately preceding clause (D), Debtor hereby authorizes Secured Party to amend Schedule I, which amended Schedule I will include the Trademark(s) and/or Trademark License Rights which become part of the Trademark Collateral under this paragraph, and which amended Schedule I will automatically supersede and prior Schedule I and become a part of this Agreement;

(iii) With respect to each Trademark constituting part of the Trademark Collateral as of the Closing Date, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue protection of each item of Trademark Collateral, including, without limitation, the filing of applications for renewal, the payment of applicable filing and other

maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent that Debtor determines in its reasonable discretion that it is necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (A) abandon any registration of or any item of Trademark Collateral, (B) abandon any right to file an application for Trademark registration, or (C) abandon any pending application, registration, or Trademark; *provided* that, with respect to any Trademarks not constituting part of the Trademark Collateral as of the Closing Date, Debtor make take the actions set forth in the immediately preceding clauses (A) through (C) if, in each such case: (1) the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business, and (2) Debtor deems it necessary or appropriate, in Debtor's discretion, to abandon the registration or application;

(iv) Debtor will notify Secured Party immediately in writing (A) of any information which Debtor has received, or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto; and (B) when Debtor has knowledge (1) that any item of the Trademark Collateral material to its business may become abandoned or dedicated; (2) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral material to its business; or (3) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(v) Debtor will promptly notify Secured Party if Debtor becomes aware that any of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will: (1) with respect to each Trademark constituting part of the Trademark Collateral as of the Closing Date, promptly take reasonable actions to stop the infringement or misappropriation and recover all damages caused by the infringement or misappropriation; (2) with respect to each Trademark constituting part of the Trademark Collateral as of the Closing Date, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly take reasonable actions to stop the infringement or misappropriation and recover all damages caused by the infringement or misappropriation; and (3) take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(vi) Except as expressly permitted by (1) this Agreement or the other Loan Documents or (2) otherwise by Secured Party, Debtor will not (A) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (B) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I; or (C) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(vii) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark;

(viii) Debtor will pay all expenses and reasonable attorneys' fees of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral; and

(ix) On or before December 31, 2009, Debtor will provide to Secured Party evidence, in form and substance satisfactory to Secured Party, that the federally registered Trademark "SERIOUS FOOD...SILLY PRICES" has been duly assigned by Newflower Market, Inc., a Colorado corporation, to Debtor.

(b) Notwithstanding anything to the contrary herein, so long as (i) FTSF is an affiliate of Lender and (ii) no Event of Default has occurred and is continuing, until the FTSF Senior Debt has been paid in full and the FTSF Senior Debt Credit Agreement has terminated, any notice required to be delivered by Debtor to Secured Party under this Section 6 shall be deemed timely delivered if such notice is timely delivered by Debtor to FTSF under Section 6 of the Trademark Security Agreement (as such term is defined in the FTSF Senior Debt Credit Agreement).

**7. POWER OF ATTORNEY:** Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Debtor specifically authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the collateral assignment of any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

**8. DEFAULT:**

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly provided in the Credit Agreement or other Loan Documents, resort to the rights and remedies



available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to the Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Secured Party, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

## 9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates; and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSF Senior Debt Documents, all of which will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) Except to the extent governed by United States federal law or the law of any foreign country or subdivision thereof, all rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be (1) modified by the court so as to allow enforcement of this Agreement in accordance with the intent of the parties, or (2) if unable to be modified in that respect, considered excluded from this Agreement; and in any case, the modified or invalid provision will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Secured Party's Lien on, the "Collateral" as defined in the Security Agreement, or the Secured Party's rights or remedies respecting the "Collateral."

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor). Upon such Termination, the security interest and other Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall, upon Debtor's request and at Debtor's expense, promptly (A) execute and deliver to Debtor proper documentation acknowledging such release and (B) UCC termination statements with respect to its Liens on the Trademark Collateral.

*[Signature Page Follows]*

This Agreement is made and dated as of the Effective Date.

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
David J. Williams, Senior Vice President

**NEWFLOWER MARKET, INC.**

By: *Mike Gilliland*  
Name: M. C. GILLILAND  
Title: CEO

STATE OF COLORADO,  
COUNTY OF BOULDER, SS:

The foregoing instrument was acknowledged before me this 25 day of November, 2009  
by Mike Gilliland, CEO of Newflower Market, Inc., a  
Delaware corporation, on behalf of such corporation.

Dianna M Draper  
Notary Public  
State Of Colorado  
No. 20084030294  
MY COMMISSION EXPIRES

*Dianna M Draper*  
Notary Public

My commission expires:

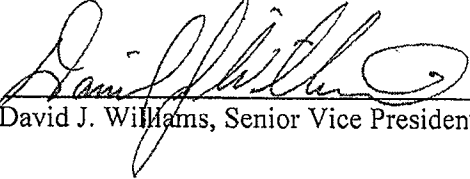
5/29/2012

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT  
(SENIOR SUBORDINATED DEBT)

TRADEMARK  
REEL: 004108 FRAME: 0805

This Agreement is made and dated as of the Effective Date.

**FIFTH THIRD BANK**

By:   
David J. Williams, Senior Vice President

**NEWFLOWER MARKET, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of November, 2009  
by \_\_\_\_\_ of Newflower Market, Inc., a  
Delaware corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT  
(SENIOR SUBORDINATED DEBT)

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

A. Trademarks:

<b>Mark</b>	<b>Owner</b>	<b>Ser. No.</b>	<b>Reg. No.</b>	<b>Status</b>	<b>Liens</b>
NEWFLOWER FARMERS MARKET	Newflower Market, Inc., a Delaware corporation	77/637,072	N/A	Application Pending	None, other than in favor of Secured Party and FTSF.
SERIOUS FOOD...SILLY PRICES	Newflower Market, Inc., a Colorado corporation	76/492,710	2,891,747	Registered	None, other than in favor of Secured Party and FTSF.

B. Licenses:

None.