

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wild Marks, Inc.		07/02/2010	CORPORATION: NEVADA
WFM-WO, Inc.	FORMERLY Wild Oats Markets, Inc.	07/02/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Luberski, Inc.
<b>Doing Business As:</b>	DBA Hidden Villa Ranch
<b>Street Address:</b>	310 North Harbor Blvd., Suite 205
<b>City:</b>	Fullerton
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92832
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	2713084	
Registration Number:	2761788	BIRDLAND
Registration Number:	2988235	COCOA CLOUDS
Registration Number:	2908722	DISCOVER THE TASTE OF NATURAL AND ORGANIC
Registration Number:	2906791	DISCOVER THE WORLD OF NATURAL AND ORGANIC
Registration Number:	3036653	FLAX 500
Registration Number:	2902434	FOOD ORIGINS
Registration Number:	2867290	FOOD THAT REMEMBERS ITS ROOTS
Registration Number:	2953689	GLORIOUS GRAINS
Registration Number:	2982456	HONEY OAT NUGGETS
Registration Number:	2990613	JUST WHEATS
Registration Number:	3050845	NATURAL INGREDIENTS

OP \$1015.00 2713084

Registration Number:	2830530	NATURAL KNOWLEDGE
Registration Number:	3152457	NATURES - A WILD OATS MARKET
Registration Number:	2982206	NUTRITION FOR EVERYDAY LIVING
Registration Number:	2980263	OAT RINGS
Registration Number:	3441713	OPTIMAL SLEEP
Registration Number:	3279957	ORGANIC MAYAN MOUNTAIN
Registration Number:	3115446	ORGANIC TATER BITES
Registration Number:	3279958	ORGANIC WILD BLEND
Registration Number:	2771882	PASS THE PEACE
Registration Number:	3014904	PERFORMANCE
Registration Number:	3008944	RAKE DANCE
Registration Number:	3044342	WE READ THE LABELS SO YOU DON'T HAVE TO
Registration Number:	2811329	WE SELL FOOD THAT REMEMBERS ITS ROOTS
Registration Number:	3030745	WILD BUCKS
Registration Number:	3212221	WILD BUY
Registration Number:	2011618	WILD CAFE
Registration Number:	2990840	WILD OATS
Registration Number:	1976628	WILD OATS
Registration Number:	3259891	WILD OATS
Registration Number:	3060428	WILD OATS
Registration Number:	2993573	WILD OATS
Registration Number:	1828703	WILD OATS COMMUNITY MARKET
Registration Number:	3331853	WILD OATS ESSENTIALS
Registration Number:	3129904	WILD OATS LIVING
Registration Number:	3346834	WILD OATS M A R K E T P L A C E
Registration Number:	3017735	WILD OATS NATURAL MARKETPLACE
Registration Number:	3017734	WILD OATS NATURAL MARKETPLACE
Registration Number:	3100620	WILD OATS NATURAL MARKETPLACE

**CORRESPONDENCE DATA**

Fax Number: (559)248-4830  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 559-248-4820  
Email: homapas@ch-law.com  
Correspondent Name: Coleman & Horowitz, LLP  
Address Line 1: 499 West Shaw Ave., Suite 116  
Address Line 4: Fresno, CALIFORNIA 93704

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	169.83
NAME OF SUBMITTER:	Helen E. Omapas
Signature:	/helen e. omapas/
Date:	07/22/2010

**Total Attachments: 11**

source=WO executed IP purchase agreement#page1.tif  
source=WO executed IP purchase agreement#page2.tif  
source=WO executed IP purchase agreement#page3.tif  
source=WO countersigned IP rights 2#page1.tif  
source=WO countersigned IP rights 2#page2.tif  
source=WO countersigned IP rights 2#page3.tif  
source=WO countersigned IP rights 2#page4.tif  
source=WO countersigned IP rights 2#page5.tif  
source=WO countersigned IP rights 2#page6.tif  
source=WO countersigned IP rights 2#page7.tif  
source=WO countersigned IP rights 2#page8.tif

## INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement (this "Agreement") is made as of March 5, 2010, by and between Wild Oats Markets, Inc., a Delaware corporation ("Seller"), and Luberski, Inc., dba Hidden Villa Ranch ("Purchaser").

WHEREAS, Seller desires to sell and Purchaser desires to purchase the "Assigned IP" as that term is defined in section 1 below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purchase and Sale. At the Closing (as hereinafter defined) and subject to the terms and conditions of this Agreement, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all right, title and interest in and to the "Wild Oats Markets" name and certain trademarks, trade dress, service marks, trade names, and other intellectual property distinctive to the Wild Oats Markets' stores as specified in the Assignment of Intellectual Property Rights in the form of such instrument attached as Exhibit A hereto, together with the goodwill of the business symbolized by those trademarks, and the registrations and applications for registrations thereof (collectively the "Assigned IP"). The foregoing transaction shall be conditioned upon the Federal Trade Commission ("Commission") having approved the terms and conditions of this Agreement and having approved the Purchaser as a Commission-approved Acquirer (as defined in the FTC Order); provided, however, that in the event that (i) more than one purchase agreement is executed for the Assigned IP, (ii) the Commission determines to approve more than one acquiring entity for the Assigned IP, and (iii) pursuant to paragraph H.C.5 of the FTC Order, Whole Foods Market, Inc. selects an entity other than the Purchaser to complete the divestiture of the Assigned IP, then Purchaser shall not be deemed to be a Commission-approved Acquirer and this Agreement shall be terminated.

2. Representations, Warranties and Indemnities. Seller represents and warrants, to Purchaser, to Seller's knowledge, that:

2.1 Except as set forth in Section 4(b), Seller owns and has good and exclusive title to each item of Assigned IP, free and clear of any Encumbrances.

2.2 Seller has not transferred ownership of any Assigned IP to any third party, or knowingly permitted Seller's rights in any Assigned IP to enter the public domain.

As used herein: (i) "Encumbrances" means mortgages, liens, pledges, charges, claims, security interests or similar encumbrances of any kind or character; and (ii) Seller's knowledge means the actual knowledge of Jim Sud, Betsy Foster and Roberta Lang, after a reasonable review of their files but without any further independent investigation.

Further Seller shall indemnify, defend, and hold harmless Purchaser and its officers, directors, shareholders, employees, agents, and representatives (collectively, "Indemnitee") against all liability, claims, costs, damages, attorneys' fees, and expenses incurred by Indemnitee arising in any way from the breach of any of the foregoing representations and warranties whatsoever. The foregoing representations and warranties shall survive the Closing. Notwithstanding the foregoing, the

cumulative aggregate liability of the Seller and its affiliates hereunder shall in no event exceed the purchase price paid to Seller hereunder.

3. Purchase Price. The consideration to be paid by Purchaser hereunder at the Closing for the Assigned IP shall be equal to One Hundred and One Thousand Dollars (\$101,000)

4. Closing.

(a) The closing of the transactions contemplated hereby shall occur as promptly as practicable after (and conditioned upon) approval of the Commission but in no event after June 30, 2010 (unless such date is extended by mutual agreement of Seller and Purchaser). At the Closing, Seller shall deliver to Purchaser (i) the assignment of intellectual property rights in the form of Exhibit A hereto and (ii) such other instruments of assignment, transfer and conveyance and similar documents as are reasonably necessary to transfer the Assigned IP. Against such delivery, Purchaser shall pay directly to Seller the consideration described in Section 2.

(b) The Bank of America and Wells Fargo Bank filed Security Agreements evidencing a security interest with the Trademark Office with respect to the Assigned IP. Although these institutions released their security interests in this collateral in August 2007, such release was not filed with the Trademark Office. Additionally, the Assigned IP is covered by a security interest in favor of JP Morgan Chase Bank, N.A., as collateral agent. Seller shall provide to Purchaser at Closing a release of all security interests in form and substance reasonably acceptable to Purchaser.

5. Wild Oats Corporate Name. Within 30 days of the Closing, Seller will change its corporate name and the name of its Wild Oats Markets Canada, Inc. and Wild Oats Financial, Inc. subsidiaries to names which do not include the words "Wild Oats."

6. Covenants. For a period of 90 days after the Closing, Seller and its assigns shall have, and hereby retain, a non-exclusive, royalty free license to (i) complete the resale of any non-perishable product inventory which is branded with "Wild Oats" Assigned IP and which is located at Whole Foods Market stores, at distribution centers or with third party distributors, and (ii) to re-brand any supermarkets which utilize any of the Assigned IP.

7. Expenses: Transfer Taxes. Except as provided elsewhere herein, each of the parties shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby. Each of Seller and Purchaser shall bear equally any sales, use, transfer, recording, stamp, registration, fees, and documentary and any similar taxes, if any, payable in connection with the sale, conveyances, assignments, transfers and deliveries to be made to Purchaser hereunder. The party assessed with any such taxes shall promptly notify and consult with the other with respect to such taxes and pay such taxes directly to the governmental authority assessing them, and the other party shall reimburse the paying party for any one-half of the amount of such tax upon demand and receipt of supporting evidence that the paying party made such payment.

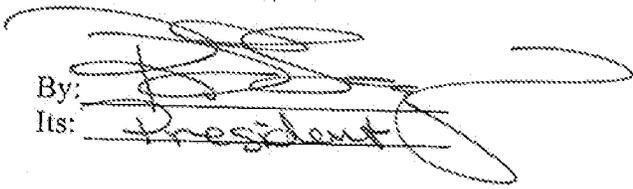
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one original.

9. Assignment: Successors and Assigns. This Agreement may not be assigned by either of the parties hereto without the written consent of all the other parties. Subject to the preceding sentence, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. To the extent permitted by law, each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of any Delaware state court or United States federal court sitting in Delaware over any suit, action or other proceeding brought by any party arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts.

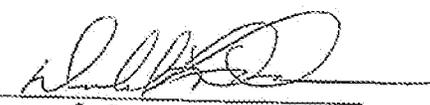
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Wild Oats Markets, Inc.

By: 

Its: President

Luberski, Inc.

By: 

Its: CFO

TRADEMARK

REEL: 004246 FRAME: 0908

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights is entered into as of July 2, 2010 (the "Effective Date") between WFM-WO, Inc. f/k/a Wild Oats Markets, Inc., Wild Marks, Inc., (collectively, the "Assignors"), and Luberski, Inc., dba Hidden Villa Ranch, ("Assignee") a California corporation, having an address of 310 North Harbor Boulevard, Suite 205, Fullerton, California 92832.

**WHEREAS**, pursuant to the terms of an Intellectual Property Purchase Agreement dated March 4, 2010 (the "Purchase Agreement"), by and between Wild Oats Markets, Inc. ("Seller") and Assignee, Seller agreed to transfer to Assignee all rights in and to the "Assigned IP" as defined in the Purchase Agreement;

**WHEREAS**, Assignee desires to acquire all of the Assignors' right, title and interest in and to the Assigned IP; and

**NOW, THEREFORE**, for good and valuable consideration, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. **Assignment of Trademarks**. Assignors do hereby transfer, convey, assign and deliver to Assignee, and Assignee, accepts all right, title and interest of Assignors in and to the Assigned IP, including the trademarks set forth in Schedules A1 through A3 hereto, together with the goodwill of the business symbolized by those trademarks, and the registrations and applications for registrations thereof.

2. **Assignment of Domain Names**. Assignors do hereby transfer, convey, assign and deliver to Assignee, and Assignee accepts, all right, title and interest of Assignors in and to the domain names and registrations thereof set forth in Schedule B hereto.

3. **Further Assurances**. Assignors agree and acknowledges that they will, without further remuneration, execute when requested such further documentation as deemed necessary or appropriate by Assignee to effect or record the transfer of the Assigned IP to Assignee and/or to the officers, employees, agents, attorneys or other designees of Assignee, or to carry out the purpose of this Assignment.

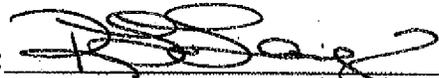
4. **Successors**. This Assignment shall inure to the benefit of and is binding upon the respective successors and permitted assigns of Assignors and Assignee.

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

WFM-WO, Inc. f/k/a Wild Oats Markets, Inc.

By:   
Name Printed: ROBERTA LANG  
Title: President

Wild Marks, Inc.

By:   
Name Printed: ROBERTA LANG  
Title: PRESIDENT

Luberski, Inc.

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

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

WFM-WO, Inc. f/k/a Wild Oats Markets, Inc.

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

Wild Marks, Inc.

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

Luberski, Inc.

By:  \_\_\_\_\_  
Name Printed: Donald L. Lawson  
Title: CEO

**Schedule A1  
U.S. Federal Trademark Registrations and Applications  
Owned By Wild Marks, Inc.**

MARK	Registration or Filing Date	Registration or Application No.	Date of Expiration (If no Proof of Use can be filed)
Wild Oats Logo 	2003-05-06	2713084	
BIRDLAND	2003-09-09	2761788	
COCOA CLOUDS	2005-08-23	2988235	
DISCOVER THE TASTE OF NATURAL AND ORGANIC	2004-12-07	2908722	
DISCOVER THE WORLD OF NATURAL AND ORGANIC	2004-11-30	2906791	
FLAX 500	2005-12-27	3036653	
FOOD ORIGINS	2004-11-09	2902434	
FOOD THAT REMEMBERS ITS ROOTS	2004-07-27	2867290	
GLORIOUS GRAINS	2005-05-17	2953689	
HONEY OAT NUGGETS	2005-08-02	2982456	
JUST WHEATS	2005-08-30	2990613	
NATURAL INGREDIENTS and Design 	2006-01-24	3050845	
NATURAL KNOWLEDGE	2004-04-06	2830530	
NATURES – A WILD OATS MARKET	2006-10-10	3152457	
NUTRITION FOR EVERYDAY LIVING	2005-08-02	2982206	
OAT RINGS	2005-07-26	2980263	
OPTIMAL SLEEP	2008-06-03	3441713	
ORGANIC MAYAN MOUNTAIN	2007-08-14	3279957	
ORGANIC TATER BITES	2006-07-11	3115446	
ORGANIC WILD BLEND	2007-08-14	3279958	
PASS THE PEACE	2003-10-07	2771882	
PERFORMANCE	2005-11-15	3014904	
RAKE DANCE	2005-10-25	3008944	
RESOLVE TO EVOLVE	2004-01-13	2805499	

MARK	Registration or Filing Date	Registration or Application No.	Date of Expiration (if no Proof of Use can be filed)
WE READ THE LABELS SO YOU DON'T HAVE TO	2006-01-17	3044342	
WE SELL FOOD THAT REMEMBERS ITS ROOTS	2004-02-04	2811329	
WILD BUCKS	2005-12-13	3030745	
WILD BUY	2007-02-27	3212221	
WILD CAFÉ	1996-10-29	2011618	
WILD OATS	2005-09-06	2990840	
WILD OATS	1996-05-28	1976628	
WILD OATS	2007-07-10	3259891	
WILD OATS (Black and White Stylized) <b>WILD OATS</b>	2006-02-21	3060428	
WILD OATS (Script) <i>Wild Oats</i>	2005-09-13	2993573	
WILD OATS COMMUNITY MARKET	1994-03-29	1828703	
WILD OATS ESSENTIALS	2007-11-06	3331853	
WILD OATS LIVING	2006-08-15	3129904	
WILD OATS MARKETPLACE and Design 	2007-12-04	3346834	
WILD OATS NATURAL MARKETPLACE (stylized) 	2005-11-22	3017735	
WILD OATS NATURAL MARKETPLACE and Sparky Design 	2005-11-22	3017734	
WILD OATS NATURAL MARKETPLACE	2007-12-04	3100620	

**Schedule A2**  
**Foreign Trademark Registrations and Applications**  
**Held in the Name of Wild Marks, Inc.**

Country	MARK	Registration or Filing Date	Registration or Application No.	Date of Expiration (If no Proof of Use can be filed)
Australia	WILD OATS	Filing Date: 2008-05-20	Application No.: 1241994	
Canada	WILD OATS	2002-05-21	TMA562186	
Canada	WILD OATS	2007-10-12	698394	
Canada		2007-01-31	TMA0680781	
China	WILD OATS	2004-09-17	837678	
European Community	WILD OATS	2001-10-19	436774	
Japan	WILD OATS	2004-09-17	837678	
Mexico	WILD OATS	2003-03-19	783600	
Singapore	WILD OATS	2006-08-23	T06/17341F	
Singapore	WILD OATS	2006-08-23	T06/17342D	
Singapore	WILD OATS	2006-08-23	T06/17343B	
Singapore	WILD OATS	2006-08-23	T06/17346G	
Singapore	WILD OATS	2006-08-23	T06/17347E	
Singapore	WILD OATS	2006-08-23	T06/17353Z	
Switzerland	WILD OATS	2004-09-17	837678	

**Schedule A3**  
**State Trademark and Trade Name Registrations**  
**Held in the Name of Wild Oats Markets, Inc.**

State	MARK	Registration Date	Registration No.
Arizona	FARM TO MARKET (Trade Name)	1998-10-16	200405

**Schedule B**  
**Domain Name Registrations**

www.wildoats.com

www.wildoatsproducts.com

www.wildoatsmarketsinc.com

www.wildoatsinc.com

www.vino29.com

www.wildoatsbrand.com

www.wildoatsliving.com

www.wildoatsnatural.com

www.wildoatsorganic.com

www.wildoatsmarkets.com