

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HENRY'S HOLDINGS LLC		04/18/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	77458725	SUN HARVEST	
Serial Number:	85088635	SUN HARVEST	
Registration Number:	2784309	HENRY'S MARKETPLACE	
Registration Number:	2433795	HENRY'S MARKETPLACE	
Registration Number:	2543183	HENRY'S MARKETPLACE	
Registration Number:	3659270	BEST PEOPLE · BEST PRODUCTS · BEST VALUE	
Registration Number:	3023486	HENRY'S FARMERS MARKET	
Registration Number:	2402310	HENRY'S MARKETPLACE	
Registration Number:	3803740	SUN HARVEST	
Registration Number:	3768225	SUN HARVEST	
Registration Number:	3861331	SUN HARVEST	
Registration Number:	3861329	SUN HARVEST	
Registration Number:	3861330	SUN HARVEST	
Registration Number:	3816122	SUN HARVEST	

TRADEMARK

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Registration Number:	3782049	SUN HARVEST
Registration Number:	3125951	SUN HARVEST FARMS
Registration Number:	3440589	SUN HARVEST MARKET
Registration Number:	3822219	TRUST HENRY'S FOR LIFE
Registration Number:	3734210	TRUST HENRY'S FOR LIFE
Registration Number:	3827016	TRUST SUN HARVEST FOR LIFE
Registration Number:	1226340	
Registration Number:	1781641	SUN HARVEST
Registration Number:	1736903	SUN HARVEST

CORRESPONDENCE DATA

Fax Number: (650)838-5109
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-838-3743
 Email: JLIK@SHEARMAN.COM
 Correspondent Name: ZHENG BAO
 Address Line 1: 1080 MARSH ROAD
 Address Line 2: SHEARMAN & STERLING LLP
 Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 37427/4

NAME OF SUBMITTER: ZHENG BAO

Signature: /ZHENG BAO/

Date: 04/22/2011

Total Attachments: 6

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Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of April 18, 2011, by Henry's Holdings LLC signatory hereto ("Pledgor"), in favor of Jefferies Finance LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgor is party to a Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Administrative Agent pursuant to which Pledgor is required to execute and deliver this Trademark Collateral Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of Pledgor listed on Schedule I attached hereto, *provided* that any "intent-to-use" Trademark which would be rendered invalid, unenforceable, or void by the grant of a security interest created pursuant to this Trademark Collateral Agreement is excluded from the foregoing security interests only for so long as the "intent-to-use" status of such Trademark continues;

(b) all goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Collateral Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Collateral Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent or unliquidated obligations or liabilities not then due) and termination of the Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Collateral Agreement.

SECTION 5. Counterparts. This Trademark Collateral Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Collateral Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Collateral Agreement and the rights and obligations of the Parties under this Trademark Collateral Agreement shall be construed in accordance with and governed by the law of the State of New York.


SECTION 7. Non-Assignment. Except to the extent expressly permitted in the Credit Agreement, Pledgor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Collateral referenced in Section 2 herein.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

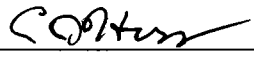
Very truly yours,

HENRY'S HOLDINGS LLC

By: 
Name: _____
Title: _____

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: **E.J. Hess**
Title: **Managing Director**

SCHEDULE I
to
TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations and Applications:

Trademarks of Henry's Holdings, LLC:

Trademark Name	Application Number	Registration Number	Trademark Status	Filing Date	Registration Date
SUN HARVEST	77/458725		Allowed	25-Apr-2008	
SUN HARVEST	85/088635		Allowed	20-Jul-2010	
HENRY'S MARKETPLACE	78/170840	2784309	8&15 Filed	03-Oct-2002	18-Nov-2003
HENRY'S MARKETPLACE and Design	75/365378	2433795	8&15 Filed	30-Sep-1997	06-Mar-2001
HENRY'S MARKETPLACE and Design	75/365379	2543183	8&15 Filed	30-Sep-1997	26-Feb-2002
BEST PEOPLE - BEST PRODUCTS - BEST VALUE	77/575754	3659270	Registered	22-Sep-2008	21-Jul-2009
HENRY'S FARMERS MARKET	78/491460	3023486	Registered	29-Sep-2004	06-Dec-2005
HENRY'S MARKETPLACE	75/275384	2402310	Registered	15-Apr-1997	07-Nov-2000
SUN HARVEST	77/458721	3803740	Registered	25-Apr-2008	15-Jun-2010
SUN HARVEST	77/458726	3768225	Registered	25-Apr-2008	30-Mar-2010
SUN HARVEST	77/458722	3861331	Registered	- 25-Apr 2008	12-Oct-2010

Trademark Name	Application Number	Registration Number	Trademark Status	Filing Date	Registration Date
SUN HARVEST	77/458715	3861329	Registered	25-Apr-2008	12-Oct-2010
SUN HARVEST	77/458720	3861330	Registered	- 25-Apr 2008	12-Oct-2010
SUN HARVEST	77/458712	3816122	Registered	- 25-Apr 2008	13-Jul-2010
SUN HARVEST	77/563781	3782049	Registered	05-Sep-2008	27-Apr-2010
SUN HARVEST FARMS	78/558141	3125951	Registered	01-Feb-2005	08-Aug-2006
SUN HARVEST MARKET	78/558157	3440589	Registered	01-Feb-2005	03-Jun-2008
TRUST HENRY'S FOR LIFE	77/012069	3822219	Registered	02-Oct-2006	20-Jul-2010
TRUST HENRY'S FOR LIFE	77/755786	3734210	Registered	09-Jun-2009	05-Jan-2010
TRUST SUN HARVEST FOR LIFE	77/755785	3827016	Registered	09-Jun-2009	03-Aug-2010
Design (sun)	73/350120	1226340	Registered	12-Feb-1982	01-Feb-1983
SUN HARVEST (stylized)	74/311677	1781641	Registered	08-Sep-1992	13-Jul-1993
SUN HARVEST (stylized) and Design	74/263964	1736903	Registered	08-Apr-1992	01-Dec-1992