

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
SFM, LLC		04/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
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: 8			
Property Type	Number	Word Mark	
Registration Number:	3441913	GREAT THINGS FOR A GREAT LIFE	
Serial Number:	85197617	SECRET STASH	
Registration Number:	3322841	SPROUTS	
Registration Number:	2798632	SPROUTS FARMERS MARKET	
Serial Number:	85197622	SPROUTS FARMERS MARKET	
Registration Number:	2924760	SPROUTS FARMERS MARKET	
Registration Number:	3730903	SPROUTS FARMERS MARKET HEALTHY LIVING FOR LESS	
Registration Number:	3748830	SPROUTS FARMERS MARKET HEALTHY LIVING FOR LESS!	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5109		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	ZHENG BAO		

CH \$215.00 3441913

900190055

TRADEMARK
 REEL: 004527 FRAME: 0322

Address Line 1:	1080 MARSH ROAD
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	37427/4
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NAME OF SUBMITTER:	ZHENG BAO
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Signature:	/ZHENG BAO/
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Date:	04/22/2011
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Total Attachments: 5

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Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of April 18, 2011, by SFM, 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.

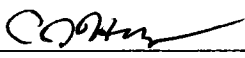
Very truly yours,

SFM, 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

Trademarks of SFM, LLC:

<u>Trademark</u>	<u>Status / Number</u>
Great Things for a Great Life	Registered / 3,441,913
Secret Stash	Pending / Application No. 85/197,617
Sprouts	Registered / 3,322,841
Sprouts Farmers Markets	Registered / 2,798,632
Sprouts Farmers Markets (and design)	Pending / Application No. 85/197,622



Sprouts Farmers Markets (and
design)(no border) Registered / 2,924,760



Sprouts Farmers Market Registered / 3,730,903
Healthy Living For Less

SPROUTS FARMERS MARKET
HEALTHY LIVING FOR LESS

Sprouts Farmers Market Registered / 3,748,830
Healthy Living for Less!
(Stylized and/or Design)

