TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest (original Security Agreement recorded on 01/29/2008 at Reel/Frame: 3706/0553)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse, as First Lien Collateral Agent		04/18/2011	National Banking Association:

RECEIVING PARTY DATA

Name:	Henry's Holdings LLC
Street Address:	600 Citadel Drive
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78814838	HENRY'S ALL NATURAL
Registration Number:	3023486	HENRY'S FARMERS MARKET
Registration Number:	2784309	HENRY'S MARKETPLACE
Registration Number:	2402310	HENRY'S MARKETPLACE
Serial Number:	75275384	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
Registration Number:	3125951	SUN HARVEST FARMS
Serial Number:	78558157	SUN HARVEST MARKET

CH $390.00 78814838

Serial Number:	77012069	TRUST HENRY'S FOR LIFE
Registration Number:	2794653	TRUST HENRY'S MARKETPLACE FOR LIFE

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	SPROUTS (028,287-361)
NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	05/05/2011

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST dated as of April 18, 2011 (this "***Release***") is made by Credit Suisse AG, as collateral agent (the "***Collateral Agent***") acting for the benefit of the Secured Parties. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to the First Lien Term Loan Credit Agreement dated as of May 31, 2007, as amended and restated as of December 22, 2010 (as amended, supplemented or otherwise modified through the date hereof, the "***Credit Agreement***"), among Smart & Final Stores LLC, a Delaware corporation (the "***Borrower***"), Smart & Final Holdings Corp., a Delaware corporation ("***Holdings***"), the Lenders from time to time party thereto, and Credit Suisse AG, as administrative agent and Collateral Agent.

B. Reference is made to the First Lien Term Loan Guarantee and Collateral Agreement dated as of May 31, 2007 (as amended, supplemented or otherwise modified through the date hereof, the "***Security Agreement***"), among the Borrower (as successor to S&F Stores Merger Sub LLC), Holdings, the Subsidiaries of Holdings, including Henry's Holdings LLC (the "***Grantor***"), from time to time party thereto and the Collateral Agent.

C. Reference is made to the First Lien Term Loan Trademark Security Agreement dated as of May 31, 2007, as supplemented by Supplement No. 1 to the First Lien Term Loan Trademark Security Agreement dated as of October 26, 2007 and by Supplement to First Lien Term Loan Trademark Security Agreement dated as of August 11, 2008 (the "***Trademark Security Agreement***"), among the Borrower, the Grantor and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, all right, title and interest of the Grantor in the trademarks, trademark applications and trademark licenses set forth on Schedule I hereto (the "***Released Trademarks***"), which security interest was recorded with the United States Patent & Trademark Office on January 29, 2008 at Reel/Frame 3706/0553 and on August 14, 2008 at Reel/Frame 003835/0431.

WHEREAS, in connection with the sale by the Borrower of its membership interest in the Grantor pursuant to the Membership Purchase Agreement dated as of February 15, 2011, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, for the benefit of the Secured Parties and each other grantee or beneficiary, in and to the Released Trademarks granted under the Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges all right, title and interest (including, without limitation, security interests) of the Collateral Agent in and to the Released Trademarks. The Collateral

Agent hereby assigns, transfers and sets over to the Trademark Grantor all right, title and interest that the Collateral Agent has in or to the Released Trademarks and/or any goodwill associated with any of the Released Trademarks under the Security Agreement and the Trademark Security Agreement.

The Collateral Agent agrees to perform all further acts and execute and deliver, at the Borrower's sole expense, all further documents and/or instruments that may be necessary to carry out the provisions of this Release. The execution and delivery of documents or instruments, including this Release, shall be without recourse to, or representation or warranty by, the Collateral Agent.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: BILL O'DALY
Title: DIRECTOR

by

Name:
Title: Rahul Parmar
Associate

[Signature Page to Henry's Holdings First Lien Trademark Release]

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Schedule I

Trademark Registrations and Applications

Federal Trademarks of Henry's Holdings LLC:

1. Henry's All Natural (stylized)—Pending app. No. 78/814838 (filed 2/14/06)
2. Henry's Farmers Market—Reg no. 3023486 (registered 12/06/05)
3. Henry's Marketplace—Reg no. 2784309 (registered 11/18/03)
4. Henry's Marketplace— Reg. no. 2402310 (registered 11/07/00); Serial no. 75/275384 (filing date 4/15/97)
5. Henry's Marketplace (and Design):
   Reg. no 2610002 (registered 8/20/02)
   Reg. no 2659763 (registered 12/10/02)
   Reg. no 2601345 (registered 7/30/02)
   Reg. no 2543183 (registered 2/26/02)
   Reg. no 2433795 (registered 3/6/01)
   Reg. no 2621619 (registered 9/17/02)
6. Sun Harvest Farms—Reg no 3125951 (registered 8/8/06)
7. Sun Harvest market – Pending application no 78/558157 (office action suspending further action mailed on 2/23/06)
8. Trust Henry's for Life—Pending application no 77/012069 (office action issued 2/3/07; response due on 8/3/07)
9. Trust Henry's Marketplace for Life—Reg. no 2794653 (registered 12/16/03)

Texas State Trademarks of Henry's Holdings LLC:

1. Sun Harvest—reg no TX031352 (registered 6/20/02)
2. Sun Harvest Farms—reg no TX031351 (registered 6/20/02)
3. Sun Harvest Markets-- reg no TX031403 (registered 6/20/02)