

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whole Foods Market Group, Inc.		05/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Whole Foods Market IP, L.P.		
Composed Of:	COMPOSED OF WFM IP Management, Inc., a Delaware corporation		
Street Address:	550 Bowie Street, 6th Floor		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2836248	GREENLIFE GROCERY	
CORRESPONDENCE DATA			
Fax Number:	(512)322-5201		
Phone:	512-322-5200		
Email:	tmcentral@pirkeybarber.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Christopher L. Graff		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	WFMI756US/WFMV5309		
NAME OF SUBMITTER:	Katrina A. Ripperda		
Signature:	/kripperda/		

Date:

03/20/2012

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights is entered into as of May 25, 2010 (the "Effective Date") between Whole Foods Market Group, Inc. ("Assignor") a Delaware corporation having an address of 550 Bowie Street, Austin, Texas 78703, and Whole Foods Market IP, L.P., ("Assignee") a Delaware limited partnership, having an address of 550 Bowie Street, 6th Floor, Austin, Texas 78703.

WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated April 19, 2010, Assignor acquired all rights in and to certain assets pertaining to the Greenlife Grocery natural foods supermarket business (the "Business"), including all intellectual property rights and intangible assets of that business (the "Assigned IP"); and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor does hereby transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest of Assignor in and to the trademarks and service marks of the Business, including those set forth in Schedule A hereto, together with the goodwill of the Business connected with the use thereof and symbolized thereby, and the registrations and applications for registrations thereof.

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

3. Transfer of Intangible Assets. Assignor does hereby transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets of the Business, including, without limitation, any and all recipes, trade secrets, inventions, designs, copyrights, tradenames, non-registered trademarks and other intellectual property, site plans, architectural drawings and designs, know-how, manufacturing methods, processes, and associated rights, and all extensions and renewals thereof, throughout the universe in perpetuity.

4. Further Assurances. Assignor agrees and acknowledges that it 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.

5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

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

WHOLE FOODS MARKET GROUP, INC.

By: 

Name Printed: Roberta L. Lang

Title: President

WHOLE FOODS MARKET IP, L.P.

By: 

Name Printed: Roberta L. Lang

Title: President