TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Release Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		04/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sunflower Farmers Markets, LLC
Street Address:	11811 N. Tatum Blvd.
Internal Address:	Suite 2400
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85028
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3761801	NEWFLOWER FARMERS MARKET
Registration Number:	3157596	SUNFLOWER MARKET
Registration Number:	2891747	SERIOUS FOOD...SILLY PRICES
Registration Number:	2827865	SUNFLOWER
Serial Number:	85249875	SUNFLOWER FARMERS MARKET
Registration Number:	4059153	SUNFLOWER FARMERS MARKET

OP $165.00 3761801

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420

Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144427
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	04/24/2013

Total Attachments: 3
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT is dated as of April 23, 2013 (the "***IP Security Release***") and executed and delivered by Jefferies Finance LLC, as administrative agent and collateral agent (in such capacity, the "***Administrative Agent***") for the Lenders (as that term is defined in the Credit Agreement dated as of April 18, 2011 (as amended by the First Amendment and Incremental Assumption Agreement dated as of April 19, 2012)(the "***Credit Agreement***") among Sprouts Farmers Markets, LLC, Sprouts Farmers Markets Holdings, LLC, the Lenders party thereto from time to time, the Administrative Agent and the other parties party thereto), in favor of Sunflower Farmers Markets, LLC (the "***Grantor***"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the IP Security Agreement (as defined below).

WHEREAS, pursuant to a certain Trademark Collateral Agreement dated as of May 29, 2012 (the "***IP Security Agreement***"), the Grantor granted to the Administrative Agent a lien on and security interest in and to all of the Grantor's right, title and interest in and to certain Trademarks (including without limitation those identified on Schedule A hereto), all goodwill associated with such Trademarks, and all proceeds of any and all of the foregoing (collectively, the "***Trademark Collateral***");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on May 31, 2012 on reel 4792 frame 0553; and

WHEREAS, the Administrative Agent desires to release its lien on and security interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby states as follows:

SECTION 1. Release of Security Interest. The Administrative Agent does hereby release, relinquish and discharge its lien on and security interest in and to the Trademark Collateral and convey to the Grantor, any and all interest the Administrative Agent may have in the Trademark Collateral.

SECTION 2. Execution in Counterparts. This IP Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this IP Security Release.

SECTION 3. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

JEFFERIES FINANCE LLC

By: _____
Name: J. Paul McDonnell
Title: Managing Director

TRADEMARK
REEL: 005013 FRAME: 0378

Schedule A

Trademark Name	Application Number	Registration Number	Trademark Status	Filing Date	Registration Date
NEWFLOWER FARMERS MARKET	77637072	3761801	Registered	19-Dec-2008	16-Mar-2010
SUNFLOWER MARKET & DESIGN	78722380	3157596	Registered	28-Sep-2005	17-Oct-2006
SERIOUS FOOD ... SILLY PRICES	76492710	2891747	8&15 Filed	24-Feb-2003	05-Oct-2004
SUNFLOWER	78191392	2827865	8&15 Filed	05-Dec-2002	30-Mar-2004
SUNFLOWER FARMERS MARKET & DESIGN	85249875	N/A	Allowed	23-Feb-2011	N/A
SUNFLOWER FARMERS MARKET	85249857	4059153	Registered	23-Feb-2011	22-Nov 2011