

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Henry's Holdings LLC		04/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2784309	HENRY'S MARKETPLACE
Registration Number:	3659270	BEST PEOPLE · BEST PRODUCTS · BEST VALUE
Registration Number:	3023486	HENRY'S FARMERS MARKET
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
Registration Number:	3782049	SUN HARVEST
Registration Number:	3967921	SUN HARVEST
Registration Number:	3440589	SUN HARVEST MARKET
Registration Number:	3822219	TRUST HENRY'S FOR LIFE
Registration Number:	3734210	TRUST HENRY'S FOR LIFE

TRADEMARK

Registration Number:	3827016	TRUST SUN HARVEST FOR LIFE
Registration Number:	1781641	SUN HARVEST

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: 6
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of April 23, 2013 (this "Agreement"), made by Henry's Holdings LLC, a Delaware limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Guarantee and Collateral Agreement dated as of April 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Sprouts Farmers Markets, LLC, Sprouts Farmers Markets Holdings, LLC, (the "Borrower"), and each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest in all Trademarks of the United States of America, including those listed on Schedule I (collectively, but excluding any Excluded Property, the "IP Collateral"); provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

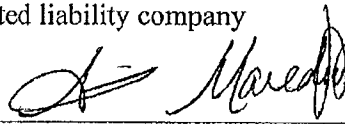
SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HENRY'S HOLDINGS LLC, a Delaware
limited liability company

By: 

Name: Amin Maredia

Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 

Name: Robert Hetu

Title: Authorized Signatory

By: 

Name: Patrick Freytag

Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Schedule I

Trademark Name	Application Number	Registration Number	Trademark Status	Filing Date	Registration Date
HENRY'S MARKETPLACE	78/170840	2784309	Registered	03-Oct-2002	18-Nov-2003
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
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
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	85/088635	3967921	Registered	20-Jul-2010	24 May 2011
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

Trademark Name	Application Number	Registration Number	Trademark Status	Filing Date	Registration Date
TRUST SUN HARVEST FOR LIFE	77/755785	3827016	Registered	09-Jun- 2009	03-Aug-2010
SUN HARVEST (stylized)	74/311677	1781641	Registered	08-Sep- 1992	13-Jul-1993