

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFM, 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: 13		
Property Type	Number	Word Mark
Registration Number:	3441913	GREAT THINGS FOR A GREAT LIFE
Registration Number:	4217690	HEALTHY LIVING FOR LESS!
Serial Number:	85197617	SECRET STASH
Registration Number:	3322841	SPROUTS
Registration Number:	2798632	SPROUTS FARMERS MARKET
Registration Number:	4002187	SPROUTS FARMERS MARKET
Registration Number:	3730903	SPROUTS FARMERS MARKET HEALTHY LIVING FO
Registration Number:	3748830	SPROUTS FARMERS MARKET HEALTHY LIVING FO
Registration Number:	2924760	SPROUTS FARMERS MARKET
Serial Number:	85807991	DEFY IT WITH YOUR DIET
Serial Number:	85812523	SPROUTS ESSENTIAL 4
Serial Number:	85836011	BETTER FOR YOU AND BETTER FOR YOUR BUDGE
Serial Number:	85884249	GLUTEN FREE JUBILEE

OP \$340.00 3441913

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: 5 source=Trademark.Security.sent for filing.SFM, LLC#page2.tif source=Trademark.Security.sent for filing.SFM, LLC#page3.tif source=Trademark.Security.sent for filing.SFM, LLC#page4.tif source=Trademark.Security.sent for filing.SFM, LLC#page5.tif source=Trademark.Security.sent for filing.SFM, LLC#page6.tif	

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 SFM, 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.

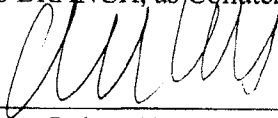
SFM, LLC, a Delaware limited liability company

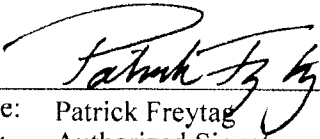
By: 
Name: Amin Maredia
Title: Chief Financial Officer

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

TRADEMARK
REEL: 005013 FRAME: 0708

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

<u>Trademark</u>	<u>Status / Number</u>
Great Things for a Great Life	Registered / 3,441,913
Healthy Living for Less!	Registered / 4,217,690
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)	Registered / 4,002,187



Sprouts Farmers Market Healthy Living For Less	Registered / 3,730,903
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SPROUTS FARMERS MARKET
HEALTHY LIVING FOR LESS

Sprouts Farmers Market Healthy Living for Less! (Stylized and/or Design)	Registered / 3,748,830
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Sprouts Farmers Market (and design)	Registered / 2,924,760
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DEFY IT WITH YOUR DIET	Pending / Application No. 85,807,991
SPROUTS ESSENTIAL 4	Pending / Application No. 85,812,523
BETTER FOR YOU AND BETTER FOR YOUR BUDGET	Pending / Application No. 85,836,011
GLUTEN FREE JUBILEE	Pending / Application No. 85,884,249