

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFM, LLC		04/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4217690	HEALTHY LIVING FOR LESS!	
Registration Number:	4407405	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:	4507172	DEFY IT WITH YOUR DIET	
Registration Number:	4391410	SPROUTS ESSENTIAL 4	
Registration Number:	4458063	GLUTEN FREE JUBILEE	
Registration Number:	4595318	FROZEN FRENZY	
Registration Number:	4461642	VITAMIN & BODY CARE EXTRAVAGANZA	
Serial Number:	86313401	I SPROUTS	
Serial Number:	86535751	JUMP ON THE BAG WAGON	
Serial Number:	86373750	JUMP ON THE BAG WAGON	
Serial Number:	86544326	MARKET CORNER	
Serial Number:	86351660	SPROUTS ESSENTIALS	
Serial Number:	86468160	SPROUTS FISH MARKET	

CH \$465.00 4217690

CORRESPONDENCE DATA**Fax Number:** 3129939767*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 312-993-2622**Email:** gayle.grocke@lw.com**Correspondent Name:** Gayle D. Grocke c/o Latham & Watkins LLP**Address Line 1:** 330 N. Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0040
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	04/17/2015

Total Attachments: 6

source=Sprouts - Trademark Security Agreement (SFM, LLC)(EXECUTED)#page1.tif

source=Sprouts - Trademark Security Agreement (SFM, LLC)(EXECUTED)#page2.tif

source=Sprouts - Trademark Security Agreement (SFM, LLC)(EXECUTED)#page3.tif

source=Sprouts - Trademark Security Agreement (SFM, LLC)(EXECUTED)#page4.tif

source=Sprouts - Trademark Security Agreement (SFM, LLC)(EXECUTED)#page5.tif

source=Sprouts - Trademark Security Agreement (SFM, LLC)(EXECUTED)#page6.tif

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of April 17, 2015 (this "Agreement"), made by SFM, LLC, a Delaware limited liability company (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined below).

Reference is made to the Guarantee and Collateral Agreement dated as of April 17, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Sprouts Farmers Market, Inc., Sprouts Farmers Markets Holdings, LLC, (the "Borrower"), and each subsidiary of the Borrower identified therein and JPMorgan Chase Bank, N.A., as administrative agent (together with its successors and assigns in such capacity, the "Administrative 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 Administrative 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 (collectively, but excluding any Excluded Property, the "IP Collateral"):

(i) all Trademarks of the United States of America, including those listed on Schedule I;

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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

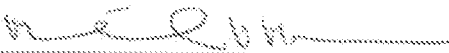
SFM, LLC

By: 

Name: Amin Maredia


Title: Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Name: Michael V. Stuchlik
Title: Deputy President

Schedule I
Trademarks

Trademark Name	Application Number	Registration Number	Status	Registration Date
HEALTHY LIVING FOR LESS!	85/555,194	4,217,690	Registered	02-Oct-2012
SECRET STASH	85/197,617	4,407,405	Registered	24-Sep-2013
SPROUTS	77/080,961	3,322,841	Registered	30-Oct-2007
SPROUTS FARMERS MARKETS	76/347,816	2,798,632	Registered	23-Dec-2003
SPROUTS FARMERS MARKETS (and design) 	85/197,622	4,002,187	Registered	26-Jul-2011
SPROUTS FARMERS MARKET HEALTHY LIVING FOR LESS	77/730,943	3,730,903	Registered	29-Dec-2009
SPROUTS FARMERS MARKET HEALTHY LIVING FOR LESS! (and design) 	77/731,710	3,748,830	Registered	16-Feb-2010
DEFY IT WITH YOUR DIET	85/807,991	4,507,172	Registered	01-Apr-2014
SPROUTS ESSENTIAL 4	85/812,523	4,391,410	Registered	27-Aug-2013
GLUTEN FREE JUBILEE	85/884,249	4,458,063	Registered	31-Dec-2013
FROZEN FRENZY	85/920,770	4,595,318	Registered	02-Sep-2014
I \square SPROUTS	86/313,401		Allowed	
JUMP ON THE BAG WAGON	86/535,751		Pending	
JUMP ON THE BAG WAGON (and design)	86/373,750		Pending	

Trademark Name	Application Number	Registration Number	Status	Registration Date
MARKET CORNER	86/544,326		Pending	
SPROUTS ESSENTIALS	86/351,660		Pending	
SPROUTS FISH MARKET (and design) 	86/468,160		Pending	
VITAMIN & BODY CARE EXTRAVAGANZA	85/920,745	4,461,642	Registered	07-Jan-2014