

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (previously recorded 12/13/13 at Reel/Frame 5173/0279)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		01/28/2016	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vitamin Cottage Two Ltd. Liability Company		
Street Address:	12612 West Alameda Parkway		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3766174	NATURAL GROCERS BY VITAMIN COTTAGE	
Registration Number:	3770003	VITAMIN COTTAGE, NATURAL GROCERS AND NAT	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>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.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	327000-027407		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	01/29/2016		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 28, 2016 ("Release"), is made by JPMorgan Chase Bank, N.A., as Administrative Agent ("Administrative Agent"), in favor of Vitamin Cottage Two Ltd. Liability Company, a Colorado limited liability company ("Grantor").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of November 30, 2008 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto and the Trademark Security Agreement dated as of September 29, 2006 ("Trademark Security Agreement") by and among the Grantor and Administrative Agent (which was recorded at the United States Patent and Trademark Office ("USPTO") on October 13, 2006 at Reel 3408 Frame 0309), Grantor granted to the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, a continuing first priority Lien on and security interest in and to all of the Collateral (defined in the Trademark Security Agreement), including the Trademarks listed on Schedule A attached hereto; and

WHEREAS, pursuant to the Trademark Security Agreement, Grantor and Administrative Agent entered into the Notice of Grant of Security Interest in Trademarks as of December 12, 2013, which was recorded at the USPTO on December 13, 2013 at Reel 5173 Frame 0279.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO **at Grantor's expense**.

SECTION 3. Further Assurances. Administrative Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Collateral, Administrative Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

JPMorgan Chase Bank, N.A.,
as Administrative Agent

By: Keith Buloff
Name: Keith Buloff
Title: Authorized Signer

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TRADEMARK
REEL: 005719 FRAME: 0787

Schedule A

Vitamin Cottage Two Ltd. Liability Company
(Colorado Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by Vitamin Cottage Two Ltd. Liability Company
In Favor of JPMorgan Chase Bank, N.A.
Recorded December 13, 2013 at Reel 5173 Frame 0279

Trademark Registrations

Mark	Reg. No.	Reg. Date
NATURAL GROCERS BY VITAMIN COTTAGE	3766174	03/30/10
VITAMIN COTTAGE NATURAL GROCERS NATURAL GROCERS and Design	3770003	04/06/10