

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFM, LLC		03/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	900 W Trade St, Gateway Village-900 Building		
Internal Address:	NC1-026-06-09		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	6512814	GET THE GOODNESS	
Registration Number:	6293825	SPROUTS, WHERE GOODNESS GROWS	
Registration Number:	5984972	EAT, MOVE, IMPROVE	
Registration Number:	5703457	SPROUTS ESSENTIALS	
Registration Number:	5693006	EXPRESSSS YOUR HEALTH	
Registration Number:	5487604	THE BUTCHER SHOP AT SPROUTS	
Registration Number:	5487603	THE FISH MARKET AT SPROUTS	
Registration Number:	5299176	BETTER FOR YOU BRANDS	
Registration Number:	5176826	SPROUTS FISH MARKET	
Registration Number:	5074378	TASTE AND QUALITY YOU CAN TRUST. PRICES	
Registration Number:	5070090	GOOD FOOD GOOD PEOPLE	
Registration Number:	5050553	MARKET CORNER	
Registration Number:	4928880	JUMP ON THE BAG WAGON	
Registration Number:	4909512	I SPROUTS	
Registration Number:	4889268	EVERY MEAL IS A CHOICE	
Registration Number:	4595318	FROZEN FRENZY	
Registration Number:	4461642	VITAMIN & BODY CARE EXTRAVAGANZA	
Registration Number:	4407405	SECRET STASH	
		TRADEMARK	

OP \$815.00 6512814

Property Type	Number	Word Mark
Registration Number:	4391410	SPROUTS ESSENTIAL 4
Registration Number:	4217690	HEALTHY LIVING FOR LESS!
Registration Number:	4002187	SPROUTS FARMERS MARKET
Registration Number:	3322841	SPROUTS
Registration Number:	2798632	SPROUTS FARMERS MARKET
Serial Number:	97262332	PUT MORE PLANTS ON YOUR PLATE
Serial Number:	97175932	SIMPLICITY. TRANSPARENCY. GOODNESS.
Serial Number:	97175917	NEAT-O-KETO
Serial Number:	90857564	GOODNESS GUIDE
Serial Number:	90375610	SPROUTS CELLAR PICKS
Serial Number:	90352139	SPROUTS
Serial Number:	90152397	SPROUTS, DONDE CRECE LO BUENO
Serial Number:	90084435	SPROUTS FARMERS MARKET
Serial Number:	88626514	SPROUTS FARMERS MARKET

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: christinaquinn@mvalaw.com, PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 017625.005325

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 03/25/2022

Total Attachments: 6

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Intellectual Property Security Agreement

COPYRIGHT AND TRADEMARK SECURITY AGREEMENT dated as of March 25, 2022 (this “Agreement”), made by SFM, LLC, a Delaware limited liability company (the “Pledgor”), in favor of BANK OF AMERICA, N.A., as Administrative Agent (as defined below).

Reference is made to the Guarantee and Collateral Agreement dated as of March 25, 2022 (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 Bank of America, 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, assign, pledge, and grant 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 Copyrights of the United States of America, including those listed on Schedule I;
- (ii) all Trademarks of the United States of America, including those listed on Schedule II;

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

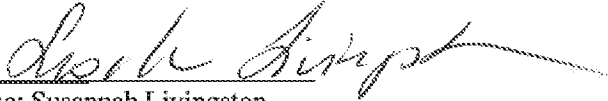
constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

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
a Delaware limited liability company

By: 

Name: Susannah Livingston

Title: Vice President, Treasury & Investor Relations

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: Lisa Berishaj

Title: Assistant Vice President

Schedule I

**SFM, LLC
(Delaware Limited Liability Company)**

U.S. Copyrights

Copyright Registrations

Title	Reg. No.	Reg. Date
The Sprouts Essential 4 Mission Nutrition Brochure.	TX0007599880	09/19/2012
Sprouts Farmers Market Gluten Free Guide.	TX0007621180	11/05/2012

Schedule II

SFM, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
GET THE GOODNESS	6512814	10/05/2021
SPROUTS, WHERE GOODNESS GROWS	6293825	03/16/2021
EAT, MOVE, IMPROVE	5984972	02/11/2020
SPROUTS ESSENTIALS	5703457	03/19/2019
EXPRESSS YOUR HEALTH	5693006	03/05/2019
THE BUTCHER SHOP AT SPROUTS and Design	5487604	06/05/2018
THE FISH MARKET AT SPROUTS and Design	5487603	06/05/2018
BETTER FOR YOU BRANDS	5299176	10/03/2017
SPROUTS FISH MARKET and Design	5176826	04/04/2017
TASTE AND QUALITY YOU CAN TRUST. PRICES YOU'LL LOVE.	5074378	11/01/2016
GOOD FOOD GOOD PEOPLE	5070090	10/25/2016
MARKET CORNER	5050553	09/27/2016
JUMP ON THE BAG WAGON	4928880	03/29/2016
I {LOVE} SPROUTS and Design	4909512	03/01/2016
EVERY MEAL IS A CHOICE	4889268	01/19/2016
FROZEN FRENZY	4595318	09/02/2014
VITAMIN & BODY CARE EXTRAVAGANZA	4461642	01/07/2014
SECRET STASH	4407405	09/24/2013
SPROUTS ESSENTIAL 4	4391410	08/27/2013
HEALTHY LIVING FOR LESS!	4217690	10/02/2012
SPROUTS FARMERS MARKET and Design	4002187	07/26/2011
SPROUTS	3322841	10/30/2007
SPROUTS FARMERS MARKET	2798632	12/23/2003

Trademark Applications

Mark	Appl. No.	Filing Date
PUT MORE PLANTS ON YOUR PLATE	97262332	02/10/2022
SIMPLICITY. TRANSPARENCY. GOODNESS.	97175932	12/16/2021
NEAT-O-KETO	97175917	12/16/2021
GOODNESS GUIDE	90857564	07/30/2021
SPROUTS CELLAR PICKS (Stylized)	90375610	12/11/2020
SPROUTS and Design	90352139	12/01/2020
SPROUTS, DONDE CRECE LO BUENO	90152397	09/01/2020
SPROUTS FARMERS MARKET and Design	90084435	07/30/2020
SPROUTS FARMERS MARKET	88626514	09/23/2019