

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467290

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SFM, LLC		03/27/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5299176	BETTER FOR YOU BRANDS	
<b>Registration Number:</b>	5070090	GOOD FOOD GOOD PEOPLE	
<b>Registration Number:</b>	5074378	TASTE AND QUALITY YOU CAN TRUST. PRICES	
<b>Registration Number:</b>	4889268	EVERY MEAL IS A CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0040		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		
<b>DATE SIGNED:</b>	03/27/2018		
<b>Total Attachments: 5</b>			

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source=Trademark Security Agreement 2018 (SFM LLC)#page5.tif

## Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of March 27, 2018 (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: Bradley Lukow

Title: Chief Financial Officer and Treasurer

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

By:   
Name: *Brandon Kelly*  
Title: *Authorized Signer*

Schedule I  
Trademarks

Trademark	Application Number	Registration Number	Status	Registration Date
BETTER FOR YOU BRANDS	87/088,758	5,299,176	Registered	03-Oct-2017
GOOD FOOD GOOD PEOPLE	86/850,289	5,070,090	Registered	25-Oct-2017
TASTE AND QUALITY YOU CAN TRUST. PRICES YOU'LL LOVE	86/681,975	5,074,378	Registered	01-Nov-2016
EVERY MEAL IS A CHOICE	86/663,560	4,889,268	Registered	19-Jan-2016
EAT, MOVE, IMPROVE	87/727,740		Pending	
EXPRESS YOUR HEALTH	87/709,884		Pending	
THE FISH MARKET AT SPROUTS (and design) 	87/359,739		Allowed	
THE BUTCHER SHOP AT SPROUTS (and design) 	87/359,760		Allowed	