



102465384

Tab settings

To the Director of the United States Patent and Trademark Office, 102465384 and original documents or copy thereof.

1. Name of conveying party(ies):

United Natural Foods, Inc.

5.27.03

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: **Fleet Capital Corporation**

Internal Address:

Street Address: **200 Glastonbury Blvd**

City: **Glastonbury** State: **CT** ZIP: **06033**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Rhode Island**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **October 11, 2002**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

78/107,435 (filed Feb. 7, 2002)

Additional numbers

B. Trademark Registration No.(s)

1,587,403      2,211,644  
1,168,870      2,168,956

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Steven M. McHugh**

Internal Address: **Brown Rudnick Berlack Israels LLP**

**BOX IP**

Street Address: **One Financial Center**

City: **Boston** State: **MA** ZIP: **02111**

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ **\$140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**500369**

05/29/2003 LMUELLER 00000033 500369 78107435

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH  
02 FC:8522 100.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Steven M. McHugh**

#47784

5/23/2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

**AMENDMENT TO**  
**TRADEMARK AND SECURITY AGREEMENT**

THIS AMENDMENT TO TRADEMARK AND SECURITY AGREEMENT dated as of October 11, 2002 (the "Agreement") made by United Natural Foods, Inc., a Delaware corporation with a principal place of business at 260 Lake Road, Dayville, Connecticut 06241 ("Borrower"), in favor of Fleet Capital Corporation, administrative and collateral agent (the "Agent") for the Lenders, as hereafter defined (Agent is referred to herein as "Secured Party"), a Rhode Island corporation with a place of business at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, and its successors, assigns, and other legal representatives ("Secured Party").

**W I T N E S S E T H:**

WHEREAS, Borrower, certain of its Affiliates, Agent and certain lenders party thereto (the "Lenders"), Fleet Securities, Inc. as the syndication arranger for the Lenders (the "Arranger"), Citizens Bank of Massachusetts as the syndication agent for the Lenders (the "Syndication Agent") and U.S. Bank National Association as the documentation agent for the Lenders (the "Documentation Agent") are parties to a certain Loan and Security Agreement, dated as of August 31, 2001 (the "Loan Agreement"), and certain agreements, instruments and documents entered into pursuant thereto (the "Loan Documents"); and

WHEREAS, Borrower has requested and Lenders have agreed to amend certain terms and conditions of the Loan Agreement; and

WHEREAS, Lenders' willingness to enter into the Second Amendment to Loan Agreement and make the loans and credit accommodations available thereunder is subject to the condition, among others, that Borrower execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party or the Lenders under the Loan Documents, Borrower hereby agrees for the benefit of Secured Party as follows:

1. Schedule A to the Trademark and Security Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto in lieu thereof.
2. Except as expressly modified by this Agreement the Trademark and Security Agreement shall remain unchanged and in full force and effect.
3. Nothing in this Agreement shall be construed as limiting any interest the Secured Party may have in any collateral for the Borrower's obligations under the Trademark and Security Agreement. The Borrower confirms the effectiveness and the terms of any such collateral and agrees that the Secured Party's security interest shall not be impaired by the terms of this Agreement.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

Witness:

UNITED NATURAL FOODS, INC.

Brenda Townsend

By: [Signature]  
Name: Steve Townsend  
Title: CEO, President

FLEET CAPITAL CORPORATION, as Agent

Regina O'Connor

By: [Signature]  
Name: Kim Bushay  
Title: SVP

STATE OF CT )  
 ) ss:  
COUNTY OF Simsbury )

Then personally appeared the above-named Steven Townsend and stated that he is a duly authorized officer of United Natural Foods, Inc., and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation, before me.

Lindsay A. Duane  
Notary Public  
My Commission Expires: 01/31/2007

STATE OF Conn )  
 ) ss: 3/25/04  
COUNTY OF Hartford )

Then personally appeared the above-named Kim Bushey and stated that he is a duly authorized officer of Fleet Capital Corporation, and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation, before me.

Deborah D. Schultz  
~~Commissioner of the Superior Court~~  
Notary Public  
My Commission Expires:

**DEBORAH D. SCHULTZ**  
Notary Public, State of CT  
Commission Expires Sept. 30, 2004

SCHEDULE A TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK REGISTRATION,  
SERVICE MARKS, AND LICENSES THEREOF

UNITED NATURAL FOODS, INC. (“UNF”) has rights in the following names:

1. “Guardian” and Design – relating to nutritional supplements; U.S. Trademark Registration No. 1,587,403. A Certificate of Name Change of Cornucopia Natural Foods to United Natural Foods was filed with the U.S. Patent and Trademark Office on April 29, 1996.
2. “Metaplex” – relating to vitamins and nutritional supplements; U.S. Trademark Registration No. 1,168,870. This mark is currently registered to The Health Shoppe, Inc.; however, The Health Shoppe has sold the same to UNF, and UNF plans to have the registration amended accordingly.
3. “Organic Baby” – a name used by UNF in its product line division. This mark is registered with the U.S. Patent and Trademark Office, Registration No. 2211644.
4. The slogan, “Everyday Value” with respect to products and services offered at the retail stores. This slogan was registered with the U.S. Patent and Trademark Office on June 30, 1998, Registration No. 2168956.
5. “Blooming Prairie” – relating to wholesale distributors and educational services; U.S. Trademark Registration Pending, serial no. 78/107435 filed February 7, 2002.
6. “Prairie Flyer”, “Prairie New” and “Healthy Advantage” are common law trademarks that have not been registered.

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, United Natural Foods, Inc., a Delaware corporation ("Seller"), hereby transfers, conveys and assigns to Fleet Capital Corporation, as Agent, a Rhode Island corporation with an address of 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, all of the Seller's rights, title and interest in and to the trademarks and service marks listed on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the registrations therefor and including all rights to sue and recover for past infringements of said Trademarks and the registrations therefor.

UNITED NATURAL FOODS, INC.

By: Steve Towson  
Name: Steven Towson  
Title: President/CEO  
Dated: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF CT )  
 ) ss: \_\_\_\_\_, 20\_\_  
COUNTY OF Meriden )

On this day before me appeared Steven Towson who, being by me duly sworn, did say that he/she is the President/CEO of United Natural Foods, Inc., and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

Wendy J. Durand  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: 01/31/2007