

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		04/17/2015	BANK: SWITZERLAND

## RECEIVING PARTY DATA

<b>Name:</b>	SFM, LLC
<b>Street Address:</b>	11811 N. TATUM BLVD.
<b>Internal Address:</b>	SUITE 2400
<b>City:</b>	PHOENIX
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85028
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3441913	GREAT THINGS FOR A GREAT LIFE
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:	2924760	SPROUTS FARMERS MARKET
Registration Number:	4507172	DEFY IT WITH YOUR DIET
Registration Number:	4391410	SPROUTS ESSENTIAL 4
Registration Number:	4458063	GLUTEN FREE JUBILEE
Serial Number:	85836011	BETTER FOR YOU AND BETTER FOR YOUR BUDGE

## CORRESPONDENCE DATA

Fax Number:

*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.*

TRADEMARK

**Email:** kepark@paulweiss.com, dewilliams@paulweiss.com  
**Correspondent Name:** Kevin E. Park  
**Address Line 1:** 1285 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10019-6064

**ATTORNEY DOCKET NUMBER:** 21213-002

**NAME OF SUBMITTER:** Kevin Park

**SIGNATURE:** /Kevin Park/

**DATE SIGNED:** 04/22/2015

**Total Attachments: 4**

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**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 17, 2015 is made by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent for the Secured Parties (together with its successors and assigns, the "Agent") (all terms used but not defined herein shall have the meaning assigned to such terms in the Guarantee and Collateral Agreement (as defined below)).

**WHEREAS**, SFM, LLC, a Delaware limited liability company (together with each Subsidiary Loan Party, the "Pledgor"), has assigned and pledged a security interest in all of the Article 9 Collateral, including, without limitation, all right, title and interest of Pledgor in, to and under all owned and acquired trademarks, trademark applications and trademark licenses, with all goodwill associated therewith, and all products and proceeds thereof ("Trademarks"), pursuant to that certain Guarantee and Collateral Agreement, dated as of April 23, 2013 (the "Guarantee and Collateral Agreement");

**WHEREAS**, the security interests granted to the Secured Party were recorded at the United States Patent and Trademark Office as follows: on April 24, 2013 at Reel 005013 and Frames 0704;

**WHEREAS**, the Agent, on behalf of the Secured Parties, has agreed to terminate and release its security interest in the Pledgor's Trademarks identified on Schedule A attached hereto.


**NOW, THEREFORE**, for valuable consideration, the Agent, on behalf of the Secured Parties, hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Parties in the following:

1. each of Pledgor's trademarks referred to on Schedule A attached hereto; together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future infringement of any trademark referred to in Schedule A attached hereto.


[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent

By: 

Name: Robert Hetu  
Title: Authorized Signatory


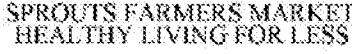
By: 

Name: Vipul Dhadha  
Title: Authorized Signatory

**SCHEDULE A TO THE  
TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

**TRADEMARK**

U.S. Trademarks

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Great Things for a Great Life	77/174990	5/7/2007	3,441,913	6/3/2008
Healthy Living for Less!	85/555194	2/28/2012	4,217,690	10/02/2012
Secret Stash	85/197,617	12/14/2010	4407405	9/24/2013
Sprouts	77/080961	1/11/2007	3,322,841	10/30/2007
Sprouts Farmers Markets	76/347816	12/11/2001	2,798,632	12/23/2003
Sprouts Farmers Markets (and design) 	85/197622	12/14/2010	4,002,187	7/26/2011
Sprouts Farmers Market Healthy Living For Less 	77/730943	5/06/2009	3,730,903	12/29/2009

Trademark	Application No.	Filing Date	Registration No.	Registration Date
Sprouts Farmers Market Healthy Living for Less! (Stylized and/or Design) 	77/731710	5/7/2009	3,748,830	2/16/2010
Sprouts Farmers Market (and design) 	76/545302	9/8/2003	2,924,760	2/8/2005
DEFY IT WITH YOUR DIET	85/807991	12/20/2012	4507172	4/1/2014
SPROUTS ESSENTIAL 4	85/812523	12/29/2012	4391410	8/27/2013
BETTER FOR YOU AND BETTER FOR YOUR BUDGET	85/836011	1/30/2013	N/A	N/A
GLUTEN FREE JUBILEE	85/884249	3/22/2013	4458063	12/31/2013