

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PURE NATURE ORGANICS, LLC		08/04/2008	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
Name:	SunOpta Global Organic Ingredients, Inc.		
Street Address:	335 Spreckels Drive		
City:	Aptos		
State/Country:	CALIFORNIA		
Postal Code:	95003		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2971821	PURE NATURE ORGANIC FRUITS & VEGETABLES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(801)578-6999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 373-8836		
Email:	TM-SLC@stoel.com		
Correspondent Name:	Karl G. Schwappach		
Address Line 1:	33 South Sixth Street, Suite 4200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	49129.1 PURE NATURE		
NAME OF SUBMITTER:	Karl G. Schwappach		
Signature:	/Karl G. Schwappach/		
Date:	08/07/2009		

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Total Attachments: 4

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## TRADEMARK LICENSE AGREEMENT

This Agreement is made and entered into effective as of ~~July~~<sup>August 4</sup> \_\_, 2008 ("Effective Date") by and between SunOpta Global Organic Ingredients, Inc. ("Licensee"), a California corporation with offices at 335 Spreckels Drive, Aptos CA 95003 and Pure Nature Organics, LLC ("Licensor"), a Florida limited liability company with offices at 799 Crandon Blvd. #604, Key Biscayne, Florida 33149. Collectively, SGOI and Pure Nature are referred to in this Agreement as the "Parties" and each individually as a "Party."

### Preliminary Statements:

- A. Licensor owns and uses the name and/or trademark "PURE NATURE ORGANICS" (the "Mark") in connection with its business of selling frozen organic vegetables and fruits;
- B. Licensee, similar to Licensor, is in the business of selling frozen organic vegetables and fruits (the "Business");
- C. The Licensee desires to use the Mark in connection with its Business, and the Licensor desires to license the Marks to the Licensee pursuant to the terms and conditions of this Agreement.

### Agreement:

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **License of Mark.** Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, and Licensee hereby accepts, an exclusive license to use the Mark in an appropriate and tasteful manner, as determined in Licensee's sole discretion (i) solely in connection with the marketing and operation of the Business, and (ii) solely during the term of this Agreement, subject to the provisions of Section 6.
2. **Rights Reserved; Limited Rights to Licensee.** Licensor reserves all rights with respect to the Mark not expressly licensed to Licensee hereunder. Licensee agrees that it will not utilize the Mark in any manner whatsoever other than in connection with the marketing and operation of the Business.
3. **License Fee.** Licensee shall pay a royalty to Licensor of \$100 on the Effective Date.
4. **Term.** The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date (the "Term").

5. **No Joint Venture.** The parties hereto agree that this Agreement and the license granted hereunder do not create a partnership, joint venture, principal/agent relationship or any other arrangement.

6. **Option to Purchase.** Upon the expiration of the Term, Licensee shall have the option to purchase for one dollar (\$1.00) from Licensor all right, title, and interest in and to the Mark, free and clear of any infringement, lien, encumbrance, claim, pending or otherwise.

7. **General.** The parties agree to the following:

(a) The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

(b) Neither party shall, directly or indirectly, assign or transfer (by operation of law or otherwise) its rights and/or obligations hereunder without the prior written consent of the other party to this Agreement.

(c) All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

(d) Each of the parties acknowledges that the parties will be irreparably damaged (and damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or threatened breach by any party of any provision of this Agreement, then the other party shall be entitled, in addition to all other rights or remedies, to injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security, and/or to a decree for specific performance of the provisions of this Agreement.

(e) The validity, interpretation, performance and enforcement of this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws and applicable federal law relating to the protection of intellectual property rights. Each party agrees that any proceeding arising out of or relating to this Agreement or the breach or threatened breach of this Agreement may be commenced and prosecuted in a state or federal court, as the case may be, in the county of Miami-Dade, State of Florida. Each party consents and submits to the exclusive personal jurisdiction of any such court in respect of any such proceeding. Each party consents to service of process upon it with respect to any such proceeding by registered mail, return receipt requested, and by any other means permitted by applicable laws and rules. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in any such court and any claim that it may now or hereafter have that any such proceeding in any such court has been brought in an inconvenient forum. In the event of any litigation between the parties with respect to this Agreement, the prevailing party therein shall be entitled to receive from the non-prevailing

party therein all of such prevailing party's expenses (including attorneys' fees) incurred in connection with such litigation.

(f) This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

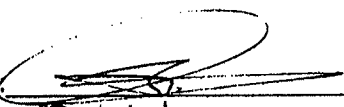
(g) At any time and from time to time after the date hereof, Licensee shall, at its own cost and expense, execute, deliver and acknowledge such other documents and take such further actions as may be reasonably requested by the Licensor in order to fully protect Licensor's interest in the Mark.

(h) If any provision of this Agreement shall be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason, (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to the parties provided by, this Agreement or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including, without limitation, addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

**LICENSOR:**

**PURE NATURE ORGANICS, LLC**, a Florida limited liability company

By:   
Its: President

**LICENSEE:**

**SUNOPTA GLOBAL ORGANIC INGREDIENTS, INC.**, a California corporation

By: \_\_\_\_\_

party therein all of such prevailing party's expenses (including attorneys' fees) incurred in connection with such litigation.

(f) This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

(g) At any time and from time to time after the date hereof, Licensee shall, at its own cost and expense, execute, deliver and acknowledge such other documents and take such further actions as may be reasonably requested by the Licensor in order to fully protect Licensor's interest in the Mark.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

**LICENSOR:**

**PURE NATURE ORGANICS, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LICENSEE:**

**SUNOPTA GLOBAL ORGANIC INGREDIENTS, INC.**, a California corporation

By: Joseph Stan  
President