

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunrise Growers, Inc.		10/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	100 King Street West, 11th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Chartered: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2647976	SUNRISE GROWERS	
<b>Registration Number:</b>	3244050	SUNRISE GROWERS	
<b>Registration Number:</b>	4509189	SUNRISE GROWERS	
<b>Registration Number:</b>	1655650	ORCHARD DELIGHT	
<b>Registration Number:</b>	1659912	BERRIES SUPREME	
<b>Registration Number:</b>	3744565	GEMS OF FRUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Andrea Gniadek, Chapman and Cutler		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	111 West Monroe Street, 17th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Andrea Gniadek		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	10/29/2015		
<b>Total Attachments: 8</b>			

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Sunrise Growers, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 9, 2015

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Montreal, as Agent

Street Address: 100 King Street West, 11th Floor

City: Toronto

State: ON

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Chartered Citizenship Canadian

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

See Schedule I

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Andrea Gniadek, Chapman and Cutler

Internal Address: 111 West Monroe Street, 17th Floor

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: \_\_\_\_\_

Email Address: sergiuk@chapman.com

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

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Andrea Gniadek, for Chapman and Cutler LLP

October 9, 2015

Signature

Date

Andrea Gniadek, Project Assistant

Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of October 9, 2015 (this "Agreement"), between Pacific Ridge Farms, LLC, SunOpta Global Organic Ingredients, Inc., SunOpta Grains and Foods Inc., SunOpta Inc., Sunrise Growers, Inc. (each, a "Grantor" and together, the "Grantors") and Bank of Montreal, a Canadian chartered bank, acting as agent for the Secured Creditors identified and defined in the Security Agreement as hereinafter defined (in such capacity, the "Administrative Agent").

Reference is made to the Second Amended and Restated Security Agreement dated as of October 30, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among SunOpta Foods Inc., a Delaware corporation (the "U.S. Borrower"), the Grantors, the Administrative Agent and the various other parties thereto. Each Grantor is an affiliate of the U.S. Borrower and is willing to execute and deliver this Agreement as consideration for the transactions contemplated by the Security Agreement, the Credit Agreement, and such other documents and instruments giving rise to the Obligations. Accordingly, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As collateral security for the Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Creditors, a lien on and security interest in, and right of set off against, and acknowledges and agrees that the Administrative Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set off against (the "Security Interest") all of such Grantor's right, title and interest, whether now owned or existing or hereafter created, acquired or arising in, and to any trademarks and trademark applications now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I, and any exclusive trademark licenses under which such Grantor is an exclusive licensee of a registered trademark, including those listed on Schedule II (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PACIFIC RIDGE FARMS, LLC.

By: Jill Barnett  
Name: Jill Barnett  
Title: VP, General Counsel, Corp Sec.

SUNOPTA GLOBAL ORGANIC  
INGREDIENTS, INC.

By: Jill Barnett  
Name: Jill Barnett  
Title: VP, General Counsel & Corp Sec.

SUNOPTA GRAINS AND FOODS INC.

By: Jill Barnett  
Name: Jill Barnett  
Title: VP, General Counsel & Corp Sec.

SUNOPTA INC.

By: Jill Barnett  
Name: Jill Barnett  
Title: VP, General Counsel & Corp Sec.

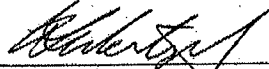
SUNRISE GROWERS, INC.

By: Jill Barnett  
Name: Jill Barnett  
Title: VP, General Counsel & Corp Sec.

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

BANK OF MONTREAL,  
as Administrative Agent,

By:



Name: Francois Wentzel  
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005656 FRAME: 0016

## Schedule I

Intellectual PropertyTrademarks and Trademark Applications

Trademark	Serial No.	Registration No.	Registered Owner
PUREVEG.	73745304	1535634	Pacific Ridge Farms, LLC
RED GEM	75025849	2092564	Pacific Ridge Farms, LLC
NATURAL CHOICE	75183624	2215107	Pacific Ridge Farms, LLC
NATURAL CHOICE	75709063	2511487	Pacific Ridge Farms, LLC
FULL OF FRUIT	75804092	2562626	Pacific Ridge Farms, LLC
NATURAL CHOICE	77488479	3716245	Pacific Ridge Farms, LLC
PACIFIC RIDGE FARMS	85173962	4372916	Pacific Ridge Farms, LLC
PURE NATURE ORGANIC FRUITS & VEGETABLES	76504980	2971821	Sunopta Global Organic Ingredients, Inc.
CRYSTALEAN	74074016	1737459	SUNOPTA GRAINS AND FOODS INC.
OPTAFIL	74241240	1909384	SUNOPTA GRAINS AND FOODS INC.
Design Only	74425255	1858738	SUNOPTA GRAINS AND FOODS INC.
OPTAMAX	74647294	1978014	SUNOPTA GRAINS AND FOODS INC.
SOY UM	75026568	2090523	SUNOPTA GRAINS AND FOODS INC.
SUNRICH	75744092	2445696	SUNOPTA GRAINS AND FOODS INC.
SUNRICH	77171058	3452274	SUNOPTA GRAINS AND FOODS INC.
RESPECT FOR NATURE.	77282490	3911398	SUNOPTA GRAINS AND FOODS

Schedule I-1

**TRADEMARK**  
**REEL: 005656 FRAME: 0017**

PASSION FOR QUALITY			INC.
FIST A TWIST	77295009	3680438	SUNOPTA GRAINS AND FOODS INC.
OPTAYIELD	77383829	3632459	SUNOPTA GRAINS AND FOODS INC.
SL	77604422	3638547	SUNOPTA GRAINS AND FOODS INC.
SUNRICH NATURALS	78282765	2869627	SUNOPTA GRAINS AND FOODS INC.
TIP	85006183	4074713	SUNOPTA GRAINS AND FOODS INC.
SOY SUPREME	85018391	4110828	SUNOPTA GRAINS AND FOODS INC.
D	85142229	3970028	SUNOPTA GRAINS AND FOODS INC.
DAHLGREN	85142436	3970035	SUNOPTA GRAINS AND FOODS INC.
D	85389272	4177046	SUNOPTA GRAINS AND FOODS INC.
OPTA NATURAL	85963608		SUNOPTA GRAINS AND FOODS INC.
SUNRICH NATURALS	86193878		SUNOPTA GRAINS AND FOODS INC.
SUNRICH NATURALS SOL	86250244	4625019	SUNOPTA GRAINS AND FOODS INC.
OPTAVANTAGE	86596988		SUNOPTA GRAINS AND FOODS INC.
FRESH PRESSED INDUSTRIES	86726590		SUNOPTA GRAINS AND FOODS INC.
PURITY LIFE HEALTH PRODUCT LIMITED	73554301	1724384	SUNOPTA INC.

Schedule I-2

**TRADEMARK**  
**REEL: 005656 FRAME: 0018**



HERBON	75138091	2263385	SUNOPTA INC.
OE OPTA ENERGY	77676895	3679443	SUNOPTA INC.
Design Only	77697143	4173337	SUNOPTA INC.
SUNOPTA	77887262	3831066	SUNOPTA INC.
SUNOPTA	78761608	3577945	SUNOPTA INC.
BRINGING WELL-BEING TO LIFE	85023828		SUNOPTA INC.
SUNOPTA	85777694		SUNOPTA INC.
SUNOPTA BRINGING WELL-BEING TO LIFE	85777701		SUNOPTA INC.
SUNOPTA	85777703		SUNOPTA INC.
BRINGING WELL-BEING TO WORK	85957960		SUNOPTA INC.
SUNOPTA BRINGING WELL-BEING TO WORK	85957991		SUNOPTA INC.
SUNOPTA	85982514	4638012	SUNOPTA INC.
SUNOPTA	85982830	4638030	SUNOPTA INC.
SUNOPTA BRINGING WELL-BEING TO LIFE	85982831	4638031	SUNOPTA INC.
SUNRISE GROWERS	76043332	2647976	SUNRISE GROWERS, INC.
SUNRISE GROWERS	78776158	3244050	SUNRISE GROWERS, INC.
SUNRISE GROWERS	85842008	4509189	SUNRISE GROWERS, INC.
ORCHARD DELIGHT	74068939	1655650	PACKERS FOOD PRODUCTS, INC. N/K/A SUNRISE GROWERS, INC.
BERRIES SUPREME	74069088	1659912	PACKERS FOOD PRODUCTS, INC. N/K/A SUNRISE GROWERS, INC.
GEMS OF FRUIT	77770956	3744565	PACKERS FOOD PRODUCTS, INC. N/K/A SUNRISE GROWERS, INC.

Schedule I-3

**TRADEMARK**  
**REEL: 005656 FRAME: 0019**

Schedule II

Intellectual Property

Exclusive Trademark Licenses under which the Grantor is a Licensee

NONE

Schedule II-1