

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373432

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal		02/11/2016	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunOpta Inc.		
<b>Street Address:</b>	2233 Argentia Road		
<b>Internal Address:</b>	Suite 401		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L5N 2X7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1724384	PURITY LIFE HEALTH PRODUCTS LIMITED	
<b>Registration Number:</b>	2263385	HERBON	
<b>Registration Number:</b>	3679443	OE OPTA ENERGY	
<b>Registration Number:</b>	4173337		
<b>Registration Number:</b>	3831066	SUNOPTA	
<b>Registration Number:</b>	3577945	SUNOPTA	
<b>Serial Number:</b>	85023828	BRINGING WELL-BEING TO LIFE	
<b>Serial Number:</b>	85777694	SUNOPTA	
<b>Serial Number:</b>	85777701	SUNOPTA BRINGING WELL-BEING TO LIFE	
<b>Serial Number:</b>	85777703	SUNOPTA	
<b>Serial Number:</b>	85957960	BRINGING WELL-BEING TO WORK	
<b>Serial Number:</b>	85957991	SUNOPTA BRINGING WELL-BEING TO WORK	
<b>Registration Number:</b>	4638012	SUNOPTA	
<b>Registration Number:</b>	4638030	SUNOPTA	
<b>Registration Number:</b>	4638031	SUNOPTA BRINGING WELL-BEING TO LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (650) 251-5051  
**Email:** ksolomon@stblaw.com  
**Correspondent Name:** Aditi Sherikar, Esq.  
**Address Line 1:** Simpson Thacher & Bartlett LLP  
**Address Line 2:** 2475 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	002363/0005
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<b>NAME OF SUBMITTER:</b>	Aditi Sherikar
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<b>SIGNATURE:</b>	/as/
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<b>DATE SIGNED:</b>	02/16/2016
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**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") dated as of February 11, 2016 from Bank of Montreal, in its capacity as Administrative Agent (the "Agent") for the Secured Creditors (as defined in the Credit Agreement), to SunOpta Inc. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Second Amended and Restated Security Agreement, dated as of October 30, 2009, among the Grantor, the Agent and the other parties thereto (together with all amendments and modifications, if any, from time to time made thereto, the "Security Agreement") and (ii) the Trademark Security Agreement, dated as of October 9, 2015, between the Agent and the Grantor (the "IP Security Agreement"), the Grantor granted to the Agent for the benefit of the Agent and the other Secured Creditors, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on October 29, 2015, at Reel 5656 and Frame 0458;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

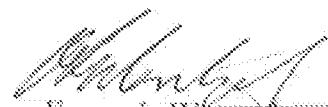
NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all proceeds therefrom and all other rights therein pledged or granted to the Agent under the Security Agreement and the IP Security Agreement. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including the preamble and the recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Bank of Montreal, as Administrative Agent

By:   
Name: Francois Wentzel  
Title: Managing Director

**Schedule A****U.S. Trademark Registrations and Applications**

Trademark	Serial No.	Registration No.	Registered Owner
PURITY LIFE HEALTH PRODUCT LIMITED	73554301	1724384	SUNOPTA INC.
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.