

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest Previously Recorded at Reel/Frame (5656/0730)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Collateral Agent		10/20/2016	Canadian chartered bank: CANADA

RECEIVING PARTY DATA

Name:	SUNOPTA INC.
Street Address:	2233 Argentia Road
Internal Address:	Suite 401
City:	Mississauga
State/Country:	CANADA
Postal Code:	L5N 2X7
Entity Type:	Corporation: CANADA
Name:	PACIFIC RIDGE FARMS, LLC
Street Address:	701 West Kimberly Ave.
Internal Address:	Suite 210
City:	Placentia
State/Country:	CALIFORNIA
Postal Code:	92870
Entity Type:	Limited Liability Company: INDIANA
Name:	SUNOPTA GLOBAL ORGANIC INGREDIENTS, INC.
Street Address:	100 Enterprise Way
Internal Address:	Suite B 101
City:	Scotts Valley
State/Country:	CALIFORNIA
Postal Code:	95066
Entity Type:	Corporation: CALIFORNIA
Name:	SUNOPTA GRAINS AND FOODS INC.
Street Address:	7301 Ohms Lane
Internal Address:	Suite 600
City:	Edina
State/Country:	MINNESOTA

TRADEMARK

Postal Code:	55439
Entity Type:	Corporation: MINNESOTA
Name:	SUNRISE GROWERS, INC.
Street Address:	701 West Kimberly Ave.
Internal Address:	Suite 210
City:	Placentia
State/Country:	CALIFORNIA
Postal Code:	92870
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	1535634	PUREVEG
Registration Number:	2092564	RED GEM
Registration Number:	2215107	NATURAL CHOICE
Registration Number:	2511487	NATURAL CHOICE
Registration Number:	2562626	FULL OF FRUIT
Registration Number:	3716245	NATURAL CHOICE
Registration Number:	4372916	PACIFIC RIDGE FARMS
Registration Number:	2971821	PURE NATURE FRUITS & VEGETABLES
Registration Number:	1737459	CRYSTALEAN
Registration Number:	1909384	OPTAFIL
Registration Number:	1858738	
Registration Number:	1978014	OPTAMAX
Registration Number:	2090523	SOY UM
Registration Number:	2445696	SUNRICH
Registration Number:	3452274	SUNRICH
Registration Number:	3911398	RESPECT FOR NATURE. PASSION FOR QUALITY
Registration Number:	3680438	FIST A TWIST
Registration Number:	3632459	OPTAYIELD
Registration Number:	3638547	SL
Registration Number:	2869627	SUNRICH NATURALS
Registration Number:	4074713	TIP
Registration Number:	4110828	SOY SUPREME
Registration Number:	3970028	D
Registration Number:	3970035	DAHLGREN
Registration Number:	4177046	D
Registration Number:	4625019	SUNRICH NATURALS SOL
Registration Number:	1724384	PURITY LIFE HEALTH PRODUCTS LIMITED

Property Type	Number	Word Mark
Registration Number:	2263385	HERBON
Registration Number:	3679443	OE OPTA ENERGY
Registration Number:	4173337	
Registration Number:	3831066	SUNOPTA
Registration Number:	3577945	SUNOPTA
Registration Number:	4638012	SUNOPTA
Registration Number:	4638030	SUNOPTA
Registration Number:	4638031	SUNOPTA BRINGING WELL-BEING TO LIFE
Registration Number:	2647976	SUNRISE GROWERS
Registration Number:	3244050	SUNRISE GROWERS
Registration Number:	4509189	SUNRISE GROWERS
Registration Number:	1655650	ORCHARD DELIGHT
Registration Number:	1659912	BERRIES SUPREME
Registration Number:	3744565	GEMS OF FRUIT
Serial Number:	85963608	OPTA NATURAL
Serial Number:	86193878	SUNRICH NATURALS
Serial Number:	86596988	OPTAVANTAGE
Serial Number:	86726590	FRESH PRESSED INDUSTRIES
Serial Number:	85023828	BRINGING WELL-BEING TO LIFE
Serial Number:	85777694	SUNOPTA
Serial Number:	85777701	SUNOPTA BRINGING WELL-BEING TO LIFE
Serial Number:	85777703	SUNOPTA
Serial Number:	85957960	BRINGING WELL-BEING TO WORK
Serial Number:	85957991	SUNOPTA BRINGING WELL-BEING TO WORK

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

Phone: (650) 251-5027

Email: jnull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 002363/0001

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 11/14/2016

Total Attachments: 9

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (the "Release") is made and effective as of October 20, 2016 and granted by BANK OF MONTREAL (the "Collateral Agent"), as collateral agent for the secured parties (the "Secured Parties") under the agreement listed on Exhibit A attached hereto (the "IP Security Agreement"), in favor of each of the grantors listed on Schedule B attached hereof (each a "Grantor," and collectively, the "Grantors") and their successors, assigns and legal representatives. Reference is made to (i) the Second Lien Loan Agreement, dated as of October 9, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by Sunopta Foods Inc., a Delaware corporation (the "Borrower"), Sunopta Inc., a Canadian corporation ("Holdings"), the Lenders party thereto from time to time and the Collateral Agent and (ii) the Security Agreement, dated as of October 9, 2015 (the "Security Agreement"), among Borrower, Holdings, the Subsidiary Guarantors party thereto and the Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have meanings assigned to such terms in the Credit Agreement and the Security Agreement, as applicable.

WHEREAS, pursuant to the IP Security Agreement, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the termination and release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreement;

WHEREAS, the IP Security Agreement was duly recorded at the United States Patent and Trademark Office on October 30, 2015, at Reel 5656 / Frame 0730.

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the IP Collateral, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby irrevocably and unconditionally terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following, including the right to receive all proceeds therefrom and all other rights pledged or granted to the Collateral Agent under the Security Agreement and the IP Security Agreement (collectively, the "IP Collateral"):
 - a. all trademarks listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and all extensions and renewals thereof;
 - b. all rights of any kind whatsoever of such Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, liabilities and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether

occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Authorization to Record. Collateral Agent authorizes the filing and recordation of this Release at the United States Patent and Trademark Office and any other applicable registry by the Grantors and their legal representatives and/or designees.
3. Full Satisfaction. Collateral Agent hereby acknowledges and agrees that the Grantors have completely and timely satisfied their Obligations in full and confirms that the Grantors shall have no further obligations of any kind under the IP Security Agreement.
4. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
5. Severability. If any provision of this Release, or the application thereof to any party or any circumstance is held invalid or unenforceable, the remainder of this Release and the application of such provision to any other party and any other circumstances will not be affected thereby, the provisions of this Release being severable in any such instance.
6. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF MONTREAL,
as Collateral Agent

By: _____

Name:

Title:


James J. Goll
Managing Director

[Signature Page to IP Release]

SCHEDULE A

See attached.

Trademarks 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. PASSION FOR QUALITY	77282490	3911398	SUNOPTA GRAINS AND FOODS 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.

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 B

SUNOPTA INC.
PACIFIC RIDGE FARMS, LLC
SUNOPTA GLOBAL ORGANIC INGREDIENTS, INC.
SUNOPTA GRAINS AND FOODS INC.
SUNRISE GROWERS, INC.

EXHIBIT A

Trademark Security Agreement, dated October 9, 2015, by Sunopta Inc., Pacific Ridge Farms, LLC, Sunopta Global Organic Ingredients, Inc., Sunopta Grains and Foods Inc. and Sunrise Growers, Inc. in favor of Bank of Montreal, as collateral agent for the Secured Parties.