

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM405395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNOPTA INC.		10/20/2016	Corporation: CANADA
SUNOPTA GRAINS AND FOODS INC.		10/20/2016	Corporation: MINNESOTA
SUNOPTA GLOBAL ORGANIC INGREDIENTS INC.		10/20/2016	Corporation: CALIFORNIA
SUNRISE GROWERS, INC.		10/20/2016	Corporation: DELAWARE
PACIFIC RIDGE FARMS, LLC		10/20/2016	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	225 ASYLUM STREET
Internal Address:	23rd Floor: Attn: Global Corporate Trust Services
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

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	

TRADEMARK

Property Type	Number	Word Mark
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:	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
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

Property Type	Number	Word Mark
Serial Number:	85957991	SUNOPTA BRINGING WELL-BEING TO WORK
Serial Number:	86826999	ALMOND LOVERS
Serial Number:	86826996	LOVERS
Serial Number:	86826994	CASHEW LOVERS
Serial Number:	86826991	HAZELNUT LOVERS
Serial Number:	86826988	COCONUT LOVERS
Serial Number:	87039417	NIAGARA NATURAL FRUIT TANGOS
Serial Number:	87091729	NIAGARA NATURAL SIMPLY INDULGENT

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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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”) is entered into as of October 20, 2016, by and among SUNOPTA INC., SUNOPTA GRAINS AND FOODS INC., SUNOPTA GLOBAL ORGANIC INGREDIENTS INC., SUNRISE GROWERS, INC. and PACIFIC RIDGE FARMS, LLC (each, a “Grantor”, and collectively, the “Grantors”), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Notes Secured Parties (in such capacity, the “Notes Collateral Agent”; as further defined in the Indenture referred to below).

WITNESSETH:

WHEREAS, SunOpta Inc. (the “Company”), the SunOpta Foods Inc. (the “Issuer”) and certain of their Subsidiaries entered into that certain Indenture, dated as of October 20, 2016, (as it may be from time to time amended, restated, modified or supplemented, the “Indenture”), among the Company, the Issuer, certain Subsidiaries of the Company and U.S. Bank National Association in its capacities as Trustee and Notes Collateral Agent;

WHEREAS, each of the Grantors, among others, is a party to a Second Lien U.S. Security Agreement, dated as of October 20, 2016 (as it may be from time to time amended, restated, modified or supplemented, the “Second Lien U.S. Security Agreement”), in favor of the Notes Collateral Agent pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of these premises and to induce the Holders to purchase the Notes, each Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien U.S. Security Agreement or the Indenture and used herein have the meaning given to them in the Second Lien U.S. Security Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent, on behalf of and for the benefit of the Notes Secured Parties, and to secure the prompt and complete payment and performance of all Indenture Obligations, a security interest in all of its right, title and interest in, to and under all of the following property of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing; and
- (c) all goodwill associated with the foregoing.

SECTION 3. Second Lien U.S. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Second Lien U.S. Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien U.S. Security Agreement (and are expressly subject to the terms and condi-

tions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien U.S. Security Agreement, the provisions of the Second Lien U.S. Security Agreement shall control.

SECTION 4. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which when so executed and delivered shall be an original, but all of which shall, taken together, constitute one and the same instrument..

SECTION 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Notes Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Notes Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law. This Second Lien Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. Recordation. Each Grantor hereby authorizes and requests that (i) the Commissioner of Patent and Trademarks and any other applicable United States government officer and (ii) the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office record this Second Lien Trademark Security Agreement..

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUNOPTA INC.

By:  _____


Name: Robert McKeracher
Title: Vice President and Chief Financial Officer

SUNOPTA GRAINS AND FOODS INC.

By:  _____

Name: Robert McKeracher
Title: Vice President

SUNOPTA GLOBAL ORGANIC INGREDIENTS INC.

By:  _____

Name: Robert McKeracher
Title: Vice President

SUNRISE GROWERS, INC.

By:  _____

Name: Robert McKeracher
Title: Vice President

[Signature Page to the Second Lien Trademark Security Agreement]

PACIFIC RIDGE FARMS, LLC

By:  _____

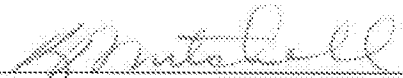
Name: Robert McKeracher
Title: Vice President

[Signature Page to the Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005920 FRAME: 0774

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Kathy L. Mitchell
Title: Vice President

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER
PACIFIC RIDGE FARMS, LLC	PUREVEG	1535634
PACIFIC RIDGE FARMS, LLC	RED GEM	2092564
PACIFIC RIDGE FARMS, LLC	NATURAL CHOICE	2215107
PACIFIC RIDGE FARMS, LLC	NATURAL CHOICE	2511487
PACIFIC RIDGE FARMS, LLC	FULL OF FRUIT	2562626
PACIFIC RIDGE FARMS, LLC	NATURAL CHOICE	3716245
PACIFIC RIDGE FARMS, LLC	PACIFIC RIDGE FARMS	4372916
SUNOPTA GLOBAL ORGANIC INGREDIENTS, INC.	PURE NATURE ORGANIC FRUITS & VEGETABLES	2971821
SUNOPTA GRAINS AND FOODS INC.	CRYSTALEAN	1737459
SUNOPTA GRAINS AND FOODS INC.	OPTAFIL	1909384
SUNOPTA GRAINS AND FOODS INC.	Design Only	1858738
SUNOPTA GRAINS AND FOODS INC.	OPTAMAX	1978014
SUNOPTA GRAINS AND FOODS INC.	SOY UM	2090523
SUNOPTA GRAINS AND FOODS INC.	SUNRICH	2445696
SUNOPTA GRAINS AND FOODS INC.	SUNRICH	3452274
SUNOPTA GRAINS AND FOODS INC.	RESPECT FOR NATURE. PASSION FOR QUALITY	3911398
SUNOPTA GRAINS AND FOODS INC.	FIST A TWIST	3680438
SUNOPTA GRAINS AND FOODS INC.	SL	3638547
SUNOPTA GRAINS AND FOODS INC.	SUNRICH NATURALS	2869627
SUNOPTA GRAINS AND FOODS INC.	TIP	4074713
SUNOPTA GRAINS AND FOODS INC.	SOY SUPREME	4110828
SUNOPTA GRAINS AND FOODS INC.	D	3970028

OWNER	TRADEMARK	REGISTRATION NUMBER
SUNOPTA GRAINS AND FOODS INC.	DAHLGREN	3970035
SUNOPTA GRAINS AND FOODS INC.	D	4177046
SUNOPTA GRAINS AND FOODS INC.	SUNRICH NATURALS SOL	4625019
SUNOPTA INC.	PURITY LIFE HEALTH PRODUCT LIMITED	1724384
SUNOPTA INC.	HERBON	2263385
SUNOPTA INC.	OE OPTA ENERGY	3679443
SUNOPTA INC.	Design Only	4173337
SUNOPTA INC.	SUNOPTA	3831066
SUNOPTA INC.	SUNOPTA	3577945
SUNOPTA INC.	SUNOPTA	4638012
SUNOPTA INC	SUNOPTA	4638030
SUNOPTA INC	SUNOPTA BRINGING WELL-BEING TO LIFE	4638031
SUNRISE GROWERS, INC.	SUNRISE GROWERS	2647976
SUNRISE GROWERS, INC.	SUNRISE GROWERS	3244050
SUNRISE GROWERS, INC.	SUNRISE GROWERS	4509189
PACKERS FOOD PRODUCTS, INC. n/k/a Sunrise Growers, Inc.	ORCHARD DELIGHT	1655650
PACKERS FOOD PRODUCTS, INC. n/k/a Sunrise Growers, Inc.	BERRIES SUPREME	1659912
PACKERS FOOD PRODUCTS, INC. n/k/a Sunrise Growers, Inc.	GEMS OF FRUIT	3744565

Applications:

OWNER	TRADEMARK	SERIAL NUMBER
SUNOPTA GRAINS AND FOODS INC.	OPTA NATURAL	85963608
SUNOPTA GRAINS AND FOODS INC.	SUNRICH NATURALS	86193878
SUNOPTA GRAINS AND FOODS INC.	OPTAVANTAGE	86596988

OWNER	TRADEMARK	SERIAL NUMBER
SUNOPTA GRAINS AND FOODS INC.	FRESH PRESSED INDUSTRIES	86726590
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 GRAINS AND FOODS INC.	ALMOND LOVERS	86826999
SUNOPTA GRAINS AND FOODS INC.	LOVERS	86826996
SUNOPTA GRAINS AND FOODS INC.	CASHEW LOVERS	86826994
SUNOPTA GRAINS AND FOODS INC.	HAZELNUT LOVERS	86826991
SUNOPTA GRAINS AND FOODS INC.	COCONUT LOVERS	86826988
SUNOPTA GRAINS AND FOODS INC.	NIAGARA NATURAL FRUIT TANGOS	87039417
SUNOPTA GRAINS AND FOODS INC.	NIAGARA NATURAL SIMPLY INDULGENT	87091729

CANADIAN TRADEMARKS:

Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER
SUNOPTA GRAINS AND FOODS INC.	Optex	TMA530625
SUNOPTA GRAINS AND FOODS INC.	SL	TMA776647

Applications:

OWNER	TRADEMARK	APPLICATION NUMBER
SUNOPTA GLOBAL ORGANIC INGREDIENTS, INC.	Pure Nature Fruits & Vegetables & Design	1741246
SUNOPTA GRAINS AND FOODS INC.	OPTAVANTAGE	1748561