

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial 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 America, N.A.		02/22/2019	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunOpta Grains and Foods Inc.		
<b>Street Address:</b>	7301 OHMS Lane		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Edina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55439		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4999524	OPTAVANTAGE	
<b>Registration Number:</b>	4074713	TIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>Phone:</b>	800-713-0755		
<b>Email:</b>	michael.violet@wolterskluwer.com, ecarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	02/22/2019		
<b>Total Attachments: 5</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):**

Bank of America, N.A.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) February 22, 2019

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: SunOpta Grains and Foods Inc.

Street Address: 7301 OHMS Lane, Suite 600

City: Edina

State: MN

Country: USA Zip: 55439

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA-MN
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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 A

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

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

Email Address: ecarrera@cahill.com

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

2

**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: Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

February 22, 2019

Date

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

5

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

PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE ("Partial Release") dated as of February 22, 2019, is entered into by and between BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Creditors pursuant to the Credit Agreement ("Collateral Agent"), in favor of SunOpta Grains and Foods Inc., a Minnesota Corporation ("Grantor"). Collateral Agent and Grantor are collectively referred to herein as the "**Parties.**"

WITNESSETH:

WHEREAS, pursuant to that certain U.S. Security Agreement dated as of February 11, 2016 (the "U.S. Security Agreement"), and that certain Trademark Security Agreement dated as of February 11, 2016 (the "Trademark Security Agreement") entered into in conjunction with the U.S. Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in all of its right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 19, 2016 at Reel 005735 and Frame 0877;

WHEREAS, the Trademark Collateral included, among other things, the Trademarks of Grantor set forth on Schedule A (the "Released Trademark Collateral");

WHEREAS, pursuant to that certain Confirmation of Partial Release of Collateral, dated as of February 22, 2019, among SunOpta Foods, Inc., a Delaware corporation, Grantor and the Collateral Agent, the Collateral Agent has agreed to release its Security Interest in the Released Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Collateral Agent hereby states as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, U.S. Security Agreement, or Trademark Security Agreement, as applicable.

Section 2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its Security Interest in the Released Trademark Collateral, arising under the Trademark Security Agreement, and any right, title or interest of the Collateral Agent in such Released Trademark Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

Section 3. Partial Release. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral or Trademark Collateral arising under the Trademark Security Agreement or the U.S. Security Agreement (the “Retained Collateral”). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to it in the Trademark Security Agreement and the U.S. Security Agreement with respect to all such Retained Collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Trademark Security Agreement and the U.S. Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.


Section 4. Further Assurances. Upon the reasonable request of the Grantor, and at the Grantor’s sole cost and expense, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Partial Release.

Section 5. Governing Law. This Partial Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

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

BANK OF AMERICA, N.A.,  
as Collateral Agent for the Secured Creditors

By:   
Name: Monirah J. Masud  
Title: Senior Vice President

*[Signature Page to Partial Release]*

**TRADEMARK**  
**REEL: 006571 FRAME: 0145**

SCHEDULE A

Mark	Registration Number	Registration Date	Grantor
OPTAVANTAGE	4,999,524	07/12/2016	SunOpta Grains and Foods Inc.
TIP	4,074,713	12/20/2011	SunOpta Grains and Foods Inc.