TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Certain Trademarks Previously Recorded at Reel/Frame (5920/0768)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		02/22/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SunOpta Grains and Foods Inc.
Street Address:	7301 Ohms Lane
Internal Address:	Suite 600
City:	Edina
State/Country:	MINNESOTA
Postal Code:	55439
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4999524	OPTAVANTAGE
Registration Number:	4074713	TIP

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3762
Email: jmull@stblaw.com
Correspondent Name: Alysha Sekhon
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	002363/0005
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/25/2019

Total Attachments: 4

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PARTIAL RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE ("Partial Release") dated as of February 22, 2019, is entered into by and between U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Notes Secured Parties ("Notes Collateral Agent") pursuant to that certain Indenture dated as of October 20, 2016 among SunOpta Foods, Inc., the Guarantors party thereto, and U.S. Bank National Association as Trustee and Notes Collateral Agent (the "Indenture"), in favor of SunOpta Grains and Foods Inc., a Minnesota Corporation ("Grantor"). Notes Collateral Agent and Grantor are collectively referred to herein as the "**Parties**."

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien U.S. Security Agreement dated as of October 20, 2016 (the "Second Lien U.S. Security Agreement"), and that certain Second Lien Trademark Security Agreement dated as of October 20, 2016 (the "Second Lien Trademark Security Agreement") entered into in conjunction with the Second Lien U.S. Security Agreement, the Grantor granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in all of its right, title and interest in, to and under all of the Trademarks listed on Schedule I attached thereto, and all renewals and goodwill associated with same (the "Trademark Collateral");

WHEREAS, the Second Lien Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 14, 2016 at Reel 005920 and Frame 0768;

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

WHEREAS, the Notes Collateral Agent now desires 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 Notes 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 Indenture, Second Lien U.S. Security Agreement, or Second Lien Trademark Security Agreement, as applicable.

Section 2. Release of Security Interest. The Notes 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 Second Lien Trademark Security Agreement, and any right, title or interest of the Notes Collateral Agent in such Released Trademark Collateral shall hereby cease and become void. If and to the extent that the Notes Collateral Agent has acquired any right, title or interest in and to the Released

Trademark Collateral, the Notes 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 arising under the Second Lien Trademark Security Agreement or the Second Lien U.S. Security Agreement (the "Retained Collateral"). The Notes Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to it in the Second Lien Trademark Security Agreement and the Second Lien U.S. Security Agreement with respect to all such Retained Collateral, and the Notes 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 Second Lien Trademark Security Agreement and the Second Lien 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. The Notes 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 Notes 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.

U.S. BANK NATIONAL ASSOCIATION,
as Notes Collateral Agent for the Notes Secured Parties

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

[Signature Page to Partial Release]

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.

[Schedule to Partial Release]