

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunOpta Grains and Foods Inc.		01/28/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	2600 West Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5777024	WINDSONG	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	12/31/2020		
Total Attachments: 6			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of January 28, 2020, by and among SUNOPTA GRAINS AND FOODS INC. (the “Grantor”), and BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Creditors (in such capacity, the “Collateral Agent”; as further defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 28, 2020, (as it may be from time to time amended, restated, modified or supplemented, the “Credit Agreement”), among SunOpta Inc. (the “Company”), the SunOpta Foods, Inc. (the “U.S. Parent Borrower”), The Organic Corporation B.V. (the “Dutch Parent Borrower”) and each of the other Borrowers and Guarantors party thereto from time to time, the Lenders party thereto from time to time, Bank of America, N.A., as Administrative Agent under the U.S. Subfacility, and as a U.S. Issuing Bank and the U.S. Swingline Lender, Bank of America, N.A. (acting through its Canada Branch), as Administrative Agent under the Canadian Subfacility, and as a Canadian Issuing Bank and the Canadian Swingline Lender, Bank of America, N.A. (acting through its London Branch), as Administrative Agent under the Dutch Subfacility, and as a Dutch Issuing Bank and the Dutch Swingline Lender, and the Collateral Agent, the Lenders have agreed to provide to the Borrowers an asset-based revolving credit facility;

WHEREAS, the Grantor is party to a U.S. Security Agreement, dated as of February 11, 2016 (as it may be from time to time amended, restated, modified or supplemented, the “U.S. Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, and to secure the prompt and complete payment and performance of all Secured 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. U.S. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and the Grantor hereby acknowledges and affirms

that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement (and are expressly subject to the terms and conditions 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 Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Counterparts. This 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 Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the 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 Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


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

SECTION 8. Recordation. The 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 Trademark Security Agreement.

[signature pages follow]

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

SUNOPTA GRAINS AND FOODS INC.


By: 
Name: Scott Huckins
Title: Vice President

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007152 FRAME: 0626

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

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

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER</u>
WINDSONG	87868892	5777024	SUNOPTA GRAINS AND FOODS INC.

Applications:

None.