

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNOPTA GRAINS AND FOODS INC.		02/25/2022	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: 24			
Property Type	Number	Word Mark	
Registration Number:	6603959	PLANTED. NEVER MILKED.	
Registration Number:	6324266	SOWN	
Serial Number:	87407612	SUNRICH	
Serial Number:	87407610	SUNRICH	
Registration Number:	5773151	COCONUT DREAM	
Registration Number:	4742738	DREAM BLENDS	
Registration Number:	4742736	SPROUTED RICE DREAM	
Registration Number:	5052816	DREAM	
Registration Number:	4844028	TASTE THE DREAM	
Registration Number:	4948965	DREAM	
Registration Number:	4047101	COCONUT DREAM	
Registration Number:	3959747	COCONUT DREAM	
Registration Number:	4205228	ALMOND DREAM	
Registration Number:	3066492	SOY SLENDER	
Registration Number:	3945208	ALMOND DREAM	
Registration Number:	4115379	THE HEART OF SOY	
Registration Number:	4168280	TASTE THE DREAM	
Registration Number:	3655647	WESTSOY	
Registration Number:	3381587	SOY DREAM	

OP \$615.00 6603959

Property Type	Number	Word Mark
Registration Number:	3381585	RICE DREAM
Registration Number:	3455011	ALMOND DREAM
Registration Number:	2261502	SOY DREAM
Registration Number:	2230155	RICE DREAM
Registration Number:	1851594	WESTSOY

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.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:	02/28/2022

Total Attachments: 7

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 25, 2022, 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 Second Amended and Restated Credit Agreement, dated as of December 31, 2020, (as it may be from time to time amended, restated, modified or supplemented, the “Credit Agreement”), among SunOpta Inc. (the “Company” or “Canadian Parent Borrower”), SunOpta Foods Inc. (the “U.S. 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, as Collateral Agent, as an Issuing Bank and as Swingline Lender, and JPMorgan Chase Bank, N.A., as Term Loan Administrative Agent, the Lenders have agreed to extend credit to the Borrowers under the Revolving Facility and the Delayed Draw Term Loan 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. The words “execution,” “signed,” and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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 any intercreditor agreement, including any ABL/Fixed Asset Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, if applicable, contemplated by the Credit Agreement. In the event of any conflict between the terms of any such intercreditor agreement and this Trademark Security Agreement, the terms of such 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 offer as of the date first set forth above.

SUNOPTA GRAINS AND FOODS INC.

By: 
Name: Scott Huckins
Title: CFO

Accepted and Agreed:

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

By:  _____

Name: Monirah J. Masud
Title: Senior Vice President

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007644 FRAME: 0556

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No.	Reg. No.
1.	SunOpta Grains and Foods Inc.	PLANTED. NEVER MILKED.	90/192,087	6,603,959
2.	SunOpta Grains and Foods Inc.	SOWN	88/980,684	6,324,266
3.	SunOpta Grains and Foods Inc.	SUNRICH	87/407,612	N/A
4.	SunOpta Grains and Foods Inc.	SUNRICH	87/407,610	N/A
5.	SunOpta Grains and Foods Inc.	COCONUT DREAM	87/956,751	5,773,151
6.	SunOpta Grains and Foods Inc.	DREAM BLENDS	86/389,912	4,742,738
7.	SunOpta Grains and Foods Inc.	SPROUTED RICE DREAM	86/389,849	4,742,736
8.	SunOpta Grains and Foods Inc.	DREAM	86/757,289	5,052,816
9.	SunOpta Grains and Foods Inc.	TASTE THE DREAM	86/391,719	4,844,028
10.	SunOpta Grains and Foods Inc.	DREAM	86/391,712	4,948,965
11.	SunOpta Grains and Foods Inc.	COCONUT DREAM	85/975,663	4,047,101
12.	SunOpta Grains and Foods Inc.	COCONUT DREAM	85/058,221	3,959,747
13.	SunOpta Grains and Foods Inc.	ALMOND DREAM	85/522,944	4,205,228
14.	SunOpta Grains and Foods Inc.	SOY SLENDER	78/119,210	3,066,492
15.	SunOpta Grains and Foods Inc.	ALMOND DREAM	77/802,120	3,945,208
16.	SunOpta Grains and Foods Inc.	THE HEART OF SOY	77/868,443	4,115,379
17.	SunOpta Grains and Foods Inc.	TASTE THE DREAM	77/815,244	4,168,280
18.	SunOpta Grains and Foods Inc.	WESTSOY	77/462,117	3,655,647
19.	SunOpta Grains and Foods Inc.	SOY DREAM	77/229,299	3,381,587
20.	SunOpta Grains and Foods Inc.	RICE DREAM	77/229,285	3,381,585
21.	SunOpta Grains and Foods Inc.	ALMOND DREAM	77/201,559	3,455,011

	Owner	Trademark	Appl. No.	Reg. No.
22.	SunOpta Grains and Foods Inc.	SOY DREAM	75/334,170	2,261,502
23.	SunOpta Grains and Foods Inc.	RICE DREAM	75/334,164	2,230,155
24.	SunOpta Grains and Foods Inc.	WESTSOY	74/437,101	1,851,594