

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM860037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Canadian Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SunOpta Inc.		12/08/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	900 W. Trade Street		
<b>Internal Address:</b>	Gateway Village-900 Building		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78761608	SUNOPTA	
<b>Serial Number:</b>	85777694	SUNOPTA	
<b>Serial Number:</b>	85982514	SUNOPTA	
<b>Serial Number:</b>	85982830	SUNOPTA	
<b>Serial Number:</b>	85023828	BRINGING WELL-BEING TO LIFE	
<b>Serial Number:</b>	85982831	SUNOPTA BRINGING WELL-BEING TO LIFE	
<b>Serial Number:</b>	85957960	BRINGING WELL-BEING TO WORK	
<b>Serial Number:</b>	85957991	SUNOPTA BRINGING WELL-BEING TO WORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		
<b>Email:</b>	jess.bajada-bartlett@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS C/O J. Bajada-Bartlett		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	049268-0601		

OP \$215.00 78761608

<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Bartlett
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Bartlett
<b>DATE SIGNED:</b>	12/11/2023
<b>Total Attachments: 6</b> source=SunOpta (2023) - Canadian Trademark Security Agreement (Executed)(CAN_DMS_1002569452.1)(146900514.1)#page1.tif source=SunOpta (2023) - Canadian Trademark Security Agreement (Executed)(CAN_DMS_1002569452.1)(146900514.1)#page2.tif source=SunOpta (2023) - Canadian Trademark Security Agreement (Executed)(CAN_DMS_1002569452.1)(146900514.1)#page3.tif source=SunOpta (2023) - Canadian Trademark Security Agreement (Executed)(CAN_DMS_1002569452.1)(146900514.1)#page4.tif source=SunOpta (2023) - Canadian Trademark Security Agreement (Executed)(CAN_DMS_1002569452.1)(146900514.1)#page5.tif source=SunOpta (2023) - Canadian Trademark Security Agreement (Executed)(CAN_DMS_1002569452.1)(146900514.1)#page6.tif	

**CANADIAN TRADEMARK SECURITY AGREEMENT**

This CANADIAN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of December 8, 2023, by and among SUNOPTA 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 Credit Agreement, dated as of December 8, 2023, (as it may be from time to time amended, restated, modified or supplemented, the “Credit Agreement”), among the Grantor, as borrower (in such capacity, the “Borrower”), and each of the Guarantors party thereto from time to time, the Lenders party thereto from time to time, Bank of America, N.A., as Administrative Agent and as an Issuing Bank and the Swingline Lender, and the Collateral Agent, the Lenders have agreed to provide to the Borrower a revolving credit facility and an initial term loan facility;

WHEREAS, the Grantor is party to a Canadian Security Agreement, dated as of December 8, 2023 (as it may be from time to time amended, restated, modified or supplemented, the “Canadian Security Agreement”), in favour 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 and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement (as defined in the Canadian Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns 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 the Grantor (the “Trademark Collateral”):

- (a) all of its registered Trademarks and Trademark applications referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business symbolized by the foregoing;
- (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (f) all rights corresponding to any of the foregoing throughout the world;

provided that, notwithstanding anything in this Trademark Security Agreement to the contrary, in no event shall the Trademark Collateral include or the security interest attach to any Excluded Asset.

SECTION 3. Canadian 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 Canadian 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 Canadian 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 Canadian Security Agreement, the provisions of the Canadian Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed using electronic signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Collateral Agent of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by them; provided, further, without limiting the foregoing, (a) to the extent the Collateral Agent has agreed to accept such electronic signature, the Collateral Agent shall be entitled to rely on any such electronic signature given by or on behalf of the Company without further verification and (b) upon the reasonable request of the Collateral Agent, any electronic signature shall be promptly followed by a manually executed, original counterpart.

SECTION 5. 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 Junior Lien Intercreditor Agreement. In the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern and control.

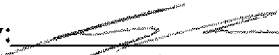
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SECTION 7. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Trademarks, any other applicable United States government officer and 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 INC.**

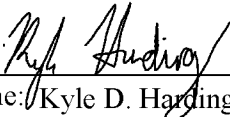
By:   
Name: Greg Gaba  
Title: Chief Financial Officer

[Signature Page to Canadian Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008283 FRAME: 0124**

Accepted and Agreed:

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

By:   
Name: Kyle D. Harding  
Title: Vice President

[Signature Page to Canadian Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008283 FRAME: 0125**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Current Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Serial No.</b>
SUNOPTA INC.	SUNOPTA	3577945	78761608
SUNOPTA INC.	SUNOPTA	5054849	85777694
SUNOPTA INC.	SUNOPTA (and Design)	4638012	85982514
SUNOPTA INC.	SUNOPTA	4638030	85982830
SUNOPTA INC.	BRINGING WELL-BEING TO LIFE	6295364	85023828
SUNOPTA INC.	SUNOPTA BRINGING WELL-BEING TO LIFE (and Design)	4638031	85982831
SUNOPTA INC.	BRINGING WELL-BEING TO WORK	5279041	85957960
SUNOPTA INC.	SUNOPTA BRINGING WELL-BEING TO WORK (and Design)	5279042	85957991

**CANADIAN TRADEMARKS:**

Registrations and Applications:

<b>Current Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Application No.</b>
SUNOPTA INC.	STAKE	TMA240468	0432808
SUNOPTA INC.	SUNOPTA	TMA695336	1281205

<b>Current Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Application No.</b>
SUNOPTA INC.	BRINGING WELL-BEING TO LIFE	TMA956724	1470288
SUNOPTA INC.	SUNOPTA Design	TMA926902	1502632
SUNOPTA INC.	SUNOPTA BRINGING WELL-BEING TO LIFE & Design	TMA926621	1502633
SUNOPTA INC.	FRUCHAKA	TMA822834	1508944
SUNOPTA INC.	SUNOPTA / BRINGING WELL-BEING TO WORK & Design	TMA952311	1622901
SUNOPTA INC.	BRINGING WELL-BEING TO WORK	TMA952349	1622905
SUNOPTA INC.	FUELING THE FUTURE OF FOOD	International Registration No. 1644932	2166940
SUNOPTA INC.	leafing tree inside a circle	International Registration No. 1679686	2205825