

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunOpta Grains and Foods Inc.		12/08/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 W. Trade Street		
Internal Address:	Gateway Village-900 Building		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	85018391	SOY SUPREME	
Serial Number:	88980684	SOWN	
Serial Number:	90192087	PLANTED. NEVER MILKED.	
Serial Number:	90978740	OATGOLD	
Serial Number:	87956751	COCONUT DREAM	
Serial Number:	85058221	COCONUT DREAM	
Serial Number:	85975663	COCONUT DREAM	
Serial Number:	86757289	DREAM	
Serial Number:	86389912	DREAM BLENDS	
Serial Number:	86389849	SPROUTED RICE DREAM	
Serial Number:	78119210	SOY SLENDER	
Serial Number:	77868443	THE HEART OF SOY	
Serial Number:	77802120	ALMOND DREAM	
Serial Number:	77462117	WESTSOY	
Serial Number:	77229299	SOY DREAM	
Serial Number:	77229285	RICE DREAM	
Serial Number:	77201559	ALMOND DREAM	
Serial Number:	75334170	SOY DREAM	

OP \$540.00 85018391

Property Type	Number	Word Mark
Serial Number:	75334164	RICE DREAM
Serial Number:	74437101	WESTSOY
Serial Number:	86391712	DREAM

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061209
Email: jess.bajada-bartlett@lw.com
Correspondent Name: LATHAM & WATKINS C/O J. Bajada-Bartlett
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049268-0601
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	12/11/2023

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of December 8, 2023, by and among SUNOPTA GRAINS AND FOODS INC. and SUNRISE GROWERS, INC. (each, a “Grantor”, and collectively, the “Grantors”), 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 SunOpta Inc. (the “Borrower”) and each of the other 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, Grantors are party to a U.S. Security Agreement, dated as of December 8, 2023 (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 each 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 U.S. Security Agreement), each 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. Each 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 such 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. 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 each 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 in the form of an Electronic Record and 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. “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.


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 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 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 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.

IN WITNESS WHEREOF, each 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: Greg Gaba
Title: Chief Financial Officer

SUNOPTA INC.

By: 
Name: Greg Gaba
Title: Chief Financial Officer

SUNRISE GROWERS, INC.

By: 
Name: Greg Gaba
Title: Chief Financial Officer

Accepted and Agreed:

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

By: 
Name: Kyle D Harding
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008283 FRAME: 0141

SCHEDULE I
to
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>
SOY SUPREME	85018391	4110828	SUNOPTA GRAINS AND FOODS INC.
SOWN	88980684	6324266	SUNOPTA GRAINS AND FOODS INC.
PLANTED. NEVER MILKED.	90192087	6603959	SUNOPTA GRAINS AND FOODS INC.
OATGOLD	90978740	6944771	SUNOPTA GRAINS AND FOODS INC.
COCONUT DREAM	87956751	5773151	SUNOPTA GRAINS AND FOODS INC.
COCONUT DREAM	85058221	3959747	SUNOPTA GRAINS AND FOODS INC.
COCONUT DREAM	85975663	4047101	SUNOPTA GRAINS AND FOODS INC.
DREAM	86757289	5052816	SUNOPTA GRAINS AND FOODS INC.
DREAM BLENDS	86389912	4742738	SUNOPTA GRAINS AND FOODS INC.
SPROUTED RICE DREAM	86389849	4742736	SUNOPTA GRAINS AND FOODS INC.
SOY SLENDER	78119210	3066492	SUNOPTA GRAINS AND FOODS INC.
THE HEART OF SOY	77868443	4115379	SUNOPTA GRAINS AND FOODS INC.

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER</u>
ALMOND DREAM	77802120	3945208	SUNOPTA GRAINS AND FOODS INC.
WESTSOY	77462117	3655647	SUNOPTA GRAINS AND FOODS INC.
SOY DREAM (Stylized)	77229299	3381587	SUNOPTA GRAINS AND FOODS INC.
RICE DREAM (Stylized)	77229285	3381585	SUNOPTA GRAINS AND FOODS INC.
ALMOND DREAM	77201559	3455011	SUNOPTA GRAINS AND FOODS INC.
SOY DREAM	75334170	2261502	SUNOPTA GRAINS AND FOODS INC.
RICE DREAM	75334164	2230155	SUNOPTA GRAINS AND FOODS INC.
WESTSOY	74437101	1851594	SUNOPTA GRAINS AND FOODS INC.
DREAM (and Design)	86391712	4948965	SUNOPTA GRAINS AND FOODS INC.

Applications:

None.

CANADIAN TRADEMARKS:

Registrations:

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER</u>
SOWN	2049552 IR	TMA1125180	SUNOPTA GRAINS AND FOODS INC.
SOY DREAM & Design	1349333	TMA722318	SUNOPTA GRAINS AND FOODS INC.

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	OWNER
DREAM BLENDS	1717811	TMA941478	SUNOPTA GRAINS AND FOODS INC.
CASHEW DREAM	1717838	TMA941878	SUNOPTA GRAINS AND FOODS INC.
DREAM	1718564	TMA990140	SUNOPTA GRAINS AND FOODS INC.
RICE DREAM & Design	1418079	TMA816778	SUNOPTA GRAINS AND FOODS INC.
SOY DREAM & Design	1418080	TMA812679	SUNOPTA GRAINS AND FOODS INC.
RICE DREAM (STYLIZED) DESIGN	0858153	TMA559454	SUNOPTA GRAINS AND FOODS INC.
SOWN	2103385 IR	TMA1159404	SUNOPTA GRAINS AND FOODS INC.
ALMOND DREAM	1421360	TMA773038	SUNOPTA GRAINS AND FOODS INC.
ALMOND DREAM	1602428	TMA984639	SUNOPTA GRAINS AND FOODS INC.
RICE DREAM	0858152	TMA559453	SUNOPTA GRAINS AND FOODS INC.
SOY DREAM	0858154	TMA531428	SUNOPTA GRAINS AND FOODS INC.
TASTE THE DREAM	1717819	TMA992376	SUNOPTA GRAINS AND FOODS INC.
SPROUTED RICE DREAM	1717827	TMA941484	SUNOPTA GRAINS AND FOODS INC.
COCONUT DREAM	1500730	TMA882344	SUNOPTA GRAINS AND FOODS INC.
OATGOLD	2116404 IR	TMA1196600	SUNOPTA GRAINS AND FOODS INC.

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER</u>
OAT DREAM	1424352	TMA800781	SUNOPTA GRAINS AND FOODS INC.
RICE UM	1215718	TMA691118	SUNOPTA GRAINS AND FOODS INC.
OPTAVANTAGE	1748561	TMA967751	SUNOPTA GRAINS AND FOODS INC.
PLANTED. NEVER MILKED.	2104966 IR	TMA1154416	SUNOPTA GRAINS AND FOODS INC.
SUNRISE GROWERS	1638173	TMA946322	SUNRISE GROWERS, INC.

Applications:

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>OWNER</u>
SOWN	2166915 IR	SUNOPTA GRAINS AND FOODS INC.
SOWN	2144838 IR	SUNOPTA GRAINS AND FOODS INC.
SOWN	2186291 IR	SUNOPTA GRAINS AND FOODS INC.
SOWN	2186290 IR	SUNOPTA GRAINS AND FOODS INC.
SUNRISE GROWERS	2123708 IR	SUNRISE GROWERS, INC.