

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SunOpta Grains and Foods, Inc.		12/22/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Harvest LP		
<b>Street Address:</b>	7301 Ohms Lane		
<b>City:</b>	Edina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55439		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4207220	CANADIAN HARVEST	
<b>Registration Number:</b>	2463514	CANADIAN HARVEST	
<b>Serial Number:</b>	85963603	OPTANATURAL	
<b>Registration Number:</b>	2185283	OPTAMIST	
<b>Registration Number:</b>	1832356	OPTAGRADE	
<b>Serial Number:</b>	86112511	OPTASMOOTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6		
<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>	616-831-1730		
<b>Email:</b>	ackertt@millerjohnson.com		
<b>Correspondent Name:</b>	T.J. Ackert		
<b>Address Line 1:</b>	250 Monroe Ave., Suite 800		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503		
<b>ATTORNEY DOCKET NUMBER:</b>	22071-1		
<b>NAME OF SUBMITTER:</b>	T.J. Ackert		
<b>SIGNATURE:</b>	/T.J. Ackert/		
<b>DATE SIGNED:</b>	01/12/2015		

CH \$165.00 4207220

**Total Attachments: 16**

source=SunOpta Trademark Assignment#page1.tif  
source=SunOpta Trademark Assignment#page2.tif  
source=SunOpta Trademark Assignment#page3.tif  
source=SunOpta Trademark Assignment#page4.tif  
source=SunOpta Trademark Assignment#page5.tif  
source=SunOpta Trademark Assignment#page6.tif  
source=SunOpta Trademark Assignment#page7.tif  
source=SunOpta Trademark Assignment#page8.tif  
source=SunOpta Trademark Assignment#page9.tif  
source=SunOpta Trademark Assignment#page10.tif  
source=SunOpta Trademark Assignment#page11.tif  
source=SunOpta Trademark Assignment#page12.tif  
source=SunOpta Trademark Assignment#page13.tif  
source=SunOpta Trademark Assignment#page14.tif  
source=SunOpta Trademark Assignment#page15.tif  
source=SunOpta Trademark Assignment#page16.tif

## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 22, 2014, by SunOpta Grains and Foods Inc., a Minnesota corporation ("Assignor"), and Canadian Harvest LP, a Delaware limited partnership ("Assignee"), pursuant to the Asset Purchase Agreement dated as of December 15, 2014 by and among Assignor, Assignee, SunOpta Inc., and J. Rettenmaier & Sohne GmbH + Co. KG (the "Purchase Agreement"). Capitalized terms used in this Assignment without definition will have the respective meanings given to them in the Purchase Agreement.

The Purchase Agreement provides, among other things, for the sale by Assignor to Assignee of the Purchased Assets, including the Acquired Trademarks. This Assignment is made and delivered in accordance with the Purchase Agreement to assure the transfer by Assignor to Assignee of the Acquired Trademarks, including the registered trademarks and pending trademarks listed on the attached Exhibit A for the United States, attached Exhibit B for Canada, attached Exhibit C for Australia, attached Exhibit D for France, attached Exhibit E for Germany, attached Exhibit F for Great Britain, attached Exhibit G for Israel, attached Exhibit H for Italy, attached Exhibit I for Mexico, attached Exhibit J for Benelux, attached as Exhibit K for Community Trademark (European Union), and attached as Exhibit L for Switzerland (collectively, the "Trademarks") without derogating in any way from any separate instruments of transfer that may be delivered by Assignor to Assignee concerning any of the Purchased Assets.

Pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, and Assignee's successors and assigns, all of Assignor's rights, title and interest in, to and under the Trademarks, together with their common law rights, goodwill and the business associated with the Trademarks, and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor agrees to execute and deliver to Assignee (at Assignee's sole expense), promptly upon request, any additional documents and perform such additional acts that Assignee may determine are necessary or desirable to record or perfect Assignee's interest in, ownership of or title to the Trademarks, to clear any encumbrances on the Trademarks or otherwise give full effect to the purposes of this Assignment.

Assignor authorizes and requests any official in the countries or registering organizations listed on the attached Exhibits A through L whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's right, title and interest in and to the Trademarks.

Nothing contained in this Assignment will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth

therein, this Assignment being intended only to effect the transfer by Assignor to Assignee of the Trademarks. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.

This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law or choice of law principles, except that the law of the foreign country or registering organization, as applicable, shall be the governing law with respect to issues relating to the recordation of the interests hereby assigned.

<<SIGNATURES ON NEXT PAGE>>

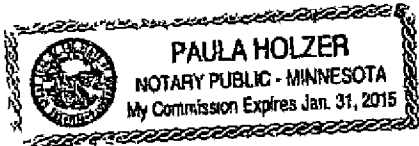
SUNOPTA GRAINS AND FOODS INC.

By *Cia Bennett*  
Its *General Counsel*

STATE OF Minnesota )  
 ) ss  
COUNTY OF Hennepin )

Subscribed and sworn to before me this 18 day of December, 2014.

*Paula Holzer*



Notary Public  
County of Hennepin  
State of Minnesota  
My commission expires Jan 31, 2015

CANADIAN HARVEST LP

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

[Signature Page to Trademark Assignment]

SUNOPTA GRAINS AND FOODS INC.

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

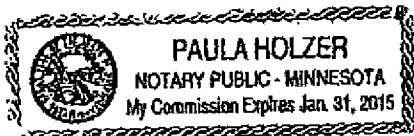
CANADIAN HARVEST LP

By [Signature]

Its GENERAL MANAGER CANADIAN HARVEST LP

STATE OF Minnesota )  
 ) ss  
COUNTY OF Hennepin )

Subscribed and sworn to before me this 19 day of December, 2014.



Paula Holzer  
\_\_\_\_\_  
Notary Public  
County of Hennepin  
State of Minnesota  
My commission expires Jan. 31, 2015

**EXHIBIT A**  
**UNITED STATES**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND REGISTRATION DATE</b>
CANADIAN HARVEST	4,207,220	Class 30; 09/11/2012
CANADIAN HARVEST	2,463,514	Class 30; 06/26/2001
OPTANATURAL	Serial No. 85/963,603	Class 01; NOA 11/20/2014
OPTAMIST	2,185,283	Class 01; 09/01/1998
OPTASMOOTH	Serial No. 86/112,511	Class 05; NOA 11/18/2014
OPTAGRADE	1,832,356	Class 30; 04/19/1994

**EXHIBIT B**

**CANADA**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND REGISTRATION DATE</b>
OPTAMIST	TMA522105	Class 1; 01/24/2000 (renewal due 1/24/15)
OPTANATURAL	App. No. 1,656,717	Class 1; Not Registered
OPTAGRADE	TMA454798	Class1; 02/23/1996



**EXHIBIT C**

**AUSTRALIA**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND RENEWAL DUE</b>
CANADIAN HARVEST	817812	Class 30; 12/20/2019

**EXHIBIT D**

**FRANCE**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND REGISTRATION DATE</b>
CANADIAN HARVEST	99830604	Class 30; 12/22/1999

**EXHIBIT E**

**GERMANY**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND LAST RENEWED</b>
CANADIAN HARVEST		Class 30; 07/10/1999

**EXHIBIT F**  
**GREAT BRITAIN**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND DATE LAST RENEWED</b>
CANADIAN HARVEST	UK00002217949	Class 30; 12/21/2009

**EXHIBIT G**

**ISRAEL**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND RENEWAL DUE</b>
CANADIAN HARVEST		Class 30; 12/21/2006

**EXHIBIT H**

**ITALY**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND DATE LAST RENEWED</b>
CANADIAN HARVEST	RM2009C006052	Class 30; 10/26/1999

**EXHIBIT I**

**MEXICO**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND DATE LAST RENEWED</b>
CANADIAN HARVEST		Class 30; 10/03/2014
OPTANATURAL		Class 0; 12/17/2013

**EXHIBIT J**

**BENELUX**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND DATE LAST RENEWED</b>
CANADIAN HARVEST	0672055	Class 30; 12/23/2009



**EXHIBIT K**  
**COMMUNITY (EU)**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND DATE LAST RENEWED</b>
OPTAMIST	000408534	Class 1, 5 and 30; 11/13/2006

**EXHIBIT L**

**SWITZERLAND**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>CLASS AND DATE LAST RENEWED</b>
OPTAMIST	000408534	Class 30; 11/13/2006