

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	U.S. BANK NATIONAL ASSOCIATION	12/31/2020
RECEIVING PARTY DATA		
Name:	SUNOPTA INC.	
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Internal Address:	SUITE 600	
City:	EDINA	
State/Country:	MINNESOTA	
Postal Code:	55439	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D613607
CORRESPONDENCE DATA		
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NAME OF SUBMITTER:	GENEVIEVE DORMENT	
SIGNATURE:	/GD/	
DATE SIGNED:	01/04/2021	
Total Attachments: 4		
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of December 31, 2020, by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Notes Secured Parties (the “Notes Collateral Agent”) in favor of SUNOPTA INC. (the “Grantor”).

WITNESSETH:

WHEREAS, the Grantor, among others, is party to that certain Second Lien U.S. Security Agreement, dated as of October 20, 2016 (as it may be from time to time amended, restated, modified or supplemented, the “Second Lien U.S. Security Agreement”) in favor of the Notes Collateral Agent;

WHEREAS, pursuant to the Second Lien U.S. Security Agreement, the Grantor executed and delivered a Second Lien Patent Security Agreement dated as of October 20, 2016, in favor of the Notes Collateral Agent (the “Second Lien Patent Security Agreement”);

WHEREAS, the Second Lien Patent Security Agreement was recorded with the United States Patent and Trademark Office on October 26, 2016 at Reel 040491 and Frame 0009;

WHEREAS, the Notes Collateral Agent has been directed to terminate and release the entirety of its security interest granted pursuant to the Second Lien Patent Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Notes Collateral Agent hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the Second Lien Patent Security Agreement or the Second Lien U.S. Security Agreement and used herein have the meanings given to them in the Second Lien U.S. Security Agreement or the Second Lien Patent Security Agreement as applicable.

2. Release of Security Interest. The Notes Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the Patent Collateral, including the Patent set forth on Schedule I attached hereto, arising under the Second Lien Patent Agreement. Any right, title, or interest of the Notes Collateral Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances. The Notes Collateral Agent hereby agrees, at the cost, expense and direction of the Grantor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. Recitals. The Notes Collateral Agent shall not be responsible in any manner

whatsoever for or in respect of the recitals contained herein, all of which recitals are made solely by the Grantor.

5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION, as
Notes Collateral Agent**

By: _____

Name: Ralph E. Jones
Title: Vice President

[Signature Page to the Patent Release Agreement]

**PATENT
REEL: 054892 FRAME: 0480**

SCHEDULE I
to
PATENT RELEASE AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

UNITED STATES PATENTS:

Registrations:

Reel 040491/ Frame 0009

OWNER	PATENT	REGISTRATION NUMBER
SUNOPTA, INC.	BOTTLE	D613607

Applications:

None.