

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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 Ingredients Inc.		12/29/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Andenex-Chemie Engelhard + Partner GmbH		
<b>Street Address:</b>	Albert-Einstein-Ring 11		
<b>Internal Address:</b>	22761		
<b>City:</b>	Hamburg		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	22761		
<b>Entity Type:</b>	GmbH: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1749151	EVERFRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)398-6306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4153986300		
<b>Email:</b>	lperry@perryip.com		
<b>Correspondent Name:</b>	E. Lynn Perry		
<b>Address Line 1:</b>	4 Embarcadero Center - 39th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	ANDENEX 7477-1		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	E. Lynn Perry		
<b>Address Line 1:</b>	4 Embarcadero Center - 39th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		

OP \$40.00 1749151

**TRADEMARK**

**900152615**

**REEL: 004134 FRAME: 0637**

NAME OF SUBMITTER:	E. Lynn Perry
Signature:	/elp/
Date:	01/20/2010
Total Attachments: 1 source=Assignment, signed.091229#page1.tif	

**TRADEMARK ASSIGNMENT**

SUNOPTA INGREDIENTS INC. , a Delaware corporation, whose address is 25 WIGGINS AVENUE, BEDFORD, MA 01730, United States of America ("Assignor"), owns the trademark EVERFRESH which is the subject of U.S. Trademark Registration No. 1,749,151, issued January 26, 1993 (the "Mark"); and Andenex-Chemie Engelhard + Partner GmbH, a GmbH of the Federal Republic of Germany, whose address is Albert-Einstein-Ring 11, 22761 Hamburg, Germany, is desirous of acquiring the Mark;

NOW THEREFORE, in consideration of and in exchange for the sum of \$1.00 paid by Assignee, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:


1. Assignor hereby assigns to Assignee all right, title and interest Assignor may have in and to the Mark, including all applications, registrations, and domain names therefor, and the goodwill of the business symbolized by the Mark, all existing claims for infringement, the on-going business represented by the Mark, and the right to sue and recover damages for past infringement of the Mark.

2. Assignor does not represent or warrant that the Mark is in use, that the registration for the Mark will issue, nor that any rights Assignor may have in the Mark are superior to the rights of any other person or entity.

3. This Agreement shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the parties.

SUNOPTA INGREDIENTS INC., ASSIGNOR

Date: 12/29, 2009

By   
Name: Douglas P. Shores  
Title: President

**NOTARY SIGNATURE AND STAMP**

Cynthia L. McCarron  
cynthia L. McCarron