

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westbrae Natural Foods, Inc.		04/15/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SunOpta Grains and Foods Inc.		
Street Address:	7801 Ohms Lane, Suite 600		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55439		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1851594	WESTSOY	
Registration Number:	3655647	WESTSOY	
Registration Number:	3066492	SOY SLENDER	
Registration Number:	4115379	THE HEART OF SOY	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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>			
Phone:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		
DATE SIGNED:	06/23/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) dated as of April 15, 2021, is made by Westbrae Natural Foods, Inc., a California corporation located at 1111 Marcus Avenue, Lake Success, NY 11042 (“Assignor”), in favor of SunOpta Grains and Foods Inc., a Minnesota corporation located at 7801 Ohms Lane, Suite 600, Edina, MN 55439 (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignee, The Hain Celestial Group, Inc., a Delaware corporation (“Hain”) and Hain-Celestial Canada, ULC, an unlimited liability corporation organized under the laws of Nova Scotia, Canada (together with Hain, “Sellers”).

WHEREAS, Assignor is the owner of those certain trademark registrations and trademark applications set forth on Schedule A hereto (the “Marks”); and

WHEREAS, pursuant to the Purchase Agreement, Sellers have sold, assigned, conveyed, transferred and delivered to Assignee, and Hain has agreed to cause Assignor to sell, assign, convey, transfer and deliver to Assignee, among other assets, the Marks, and has agreed to execute and deliver, and cause Assignor to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for the sum of US \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, convey, transfers and delivers to Assignee, all of Assignor’s worldwide right, title and interest in, to and under the following:

(a) the Marks and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks; and

(d) except for any Retained Litigation, any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, waived, exceeded, expanded, enlarged or in any way affected hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy transmitted via e-mail as a portable document format (.pdf) of this Trademark Assignment, bearing the signature of any party hereto shall be deemed to be of the same legal force and effect as an original of this Trademark Assignment bearing such signature(s) as originally written of such one or more parties hereto.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The validity, interpretation and effect of this Trademark Assignment shall be governed exclusively by the Laws of the State of New York, excluding the "conflict of laws" rules thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

WESTBRAE NATURAL FOODS, INC.

By: Kristy Meringolo
Name: Kristy Meringolo
Title: Secretary

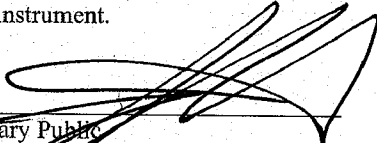
ACKNOWLEDGMENT
STATE OF NEW YORK

COUNTY OF NASSAU

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On the 15th day of April, 2021, before me personally appeared Kristy Meringolo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Secretary of Westbrae Natural Foods, Inc., and acknowledged the instrument to be the free act and deed of Westbrae Natural Foods, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: 2/1/23


Notary Public
Printed Name:
IRENE BARKOURAS
Notary Public - State of New York
NO. 01BA6157668
Qualified in Nassau County
My Commission Expires 2/1/23

SCHEDULE A

Assigned Trademarks

Trademark Name	Country	Application No.	Filing Date	Registration No.	Registration Date
WESTSOY	United States	74437101	16-Sep-1993	1851594	30-Aug-1994
WESTSOY (Simplified)	Hong Kong	302141559	17-Jan-2012	302141559	17-Jan-2012
WESTSOY (SIMPLIFIED CHINESE)	China	10441160	20-Jan-2012	10441160	14-Jul-2013
WESTSOY	Macau	N/62637	17-Jan-2012	N/62637	12-Sep-2012
WESTSOY	Taiwan	101003463	19-Jan-2012	1542202	16-Oct-2012
WESTSOY	Malaysia	2012001268	26-Jan-2012	2012001268	
WESTSOY	Singapore	T1202875I	02-Mar-2012	T1202875I	02-Mar-2012
WESTSOY	Philippines	4-2012-500129	20-Jan-2012	4-2012-500129	14-Jun-2012
WESTSOY (TRADITIONAL CHINESE)	China	10441167	20-Jan-2012	10441167	14-Jul-2013
WESTSOY	Hong Kong	301017206	18-Dec-2007	301017206	18-Dec-2007
WESTSOY	United States	77462117	30-Apr-2008	3655647	14-Jul-2009
SOY SLENDER	United States	78119210	03-Apr-2002	3066492	07-Mar-2006
THE HEART OF SOY	United States	77868443	09-Nov-2009	4115379	20-Mar-2012