

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release (Reel 5735 / Frame 0877)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/11/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	SunOpta Grains and Foods Inc.		
Street Address:	7078 Shady Oak Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2869627	SUNRICH NATURALS	
Registration Number:	3452274	SUNRICH	
Registration Number:	5110151	SUNRICH NATURALS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	10/12/2022		
Total Attachments: 5			
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PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Partial Termination and Release”) dated as of October 11, 2022, is made by BANK OF AMERICA, N.A., in its capacity as collateral agent (the “Collateral Agent”) for the Secured Creditors pursuant to that certain Second Amended and Restated Credit Agreement, dated as of December 31, 2020, among, *inter alios*, SunOpta Inc., a Delaware corporation (“SunOpta”), each of the other Borrowers and Guarantors (including SunOpta Grains and Foods Inc., a Minnesota Corporation (“Grantor”)) party thereto and the Collateral Agent (as amended by the First Amendment, dated as of April 15, 2021, the Second Amendment, dated as of July 2, 2021, the Third Amendment, dated of February 25, 2022, and as further amended, restated or modified from time to time prior to the date hereof, the “Credit Agreement”), in favor of the Grantor.

WITNESSETH:

WHEREAS, pursuant to (i) that certain U.S. Security Agreement dated as of February 11, 2016 (the “U.S. Security Agreement”) and (ii) that certain Trademark Security Agreement dated as of February 11, 2016 (the “2016 Trademark Security Agreement”) entered into in conjunction with the U.S. Security Agreement, the Grantor pledged and granted 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 (the “Security Interest”) in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the 2016 Trademark Security Agreement), including but not limited to the Trademarks set forth on Schedule I attached thereto;

WHEREAS, the 2016 Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 19, 2016 at Reel 5735 and Frame 0877;

WHEREAS, the Trademark Collateral (as defined the 2016 Trademark Security Agreement) included, among other things, the Trademarks of Grantor set forth on Schedule A attached hereto (collectively, the “Released Trademark Collateral”);

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to provide this Partial Termination and Release in order to terminate and release the entirety of its Security Interest in the Released Trademark Collateral;

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

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, U.S. Security Agreement, or the 2016 Trademark Security Agreement, as applicable.

Section 2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its Security Interest in the Released Trademark Collateral, arising under the 2016 Trademark Security Agreement or the U.S. Security Agreement, as applicable, and any right, title or interest of the Collateral Agent in such Released Trademark Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

Section 3. Partial Release. This Partial Termination and Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral or Trademark Collateral arising under the 2016 Trademark Security Agreement or the U.S. Security Agreement. Except as expressly modified hereby, the 2016 Trademark Security Agreement and the U.S. Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

Section 4. Further Assurances. Upon the reasonable request of the Grantor, and at the Grantor's sole cost and expense, the Collateral Agent hereby agrees 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. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Partial Termination and Release.

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

[Signature Page Follows]

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

BANK OF AMERICA, N.A.
as Collateral Agent for the Secured Creditors

By:  ,
Name: Monirah J. Masud
Title: Senior Vice President

[Signature Page to Partial Termination and Release]

TRADEMARK
REEL: 007865 FRAME: 0412

SCHEDULE A

2016 Trademark Security Agreement recorded at Reel 5735 / Frame 0877

Mark	Registration Number	Registration Date	Grantor
SUNRICH NATURALS	2869627	08/03/2004	SUNOPTA GRAINS AND FOODS INC.
SUNRICH	3452274	06/24/2008	SUNOPTA GRAINS AND FOODS INC.
SUNRICH NATURALS	5110151	12/27/2016	SUNOPTA GRAINS AND FOODS INC.