

02-14-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101612551

A-2-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other
 - Effective Date
Month Day Year

Conveying Party (Giving Release)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party (Receiving Release)

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

02/13/2001 6TON11 0000361 74419619

FOR OFFICE USE ONLY

01 FC:441
02 FC:442

40.00 OP
250.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002234 FRAME: 0641

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Martha M. Ortiz

February 2, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

WHEREAS, BURNS & RICKER, INC., a Delaware corporation ("Grantor"), B&G Foods, Inc., a Delaware corporation ("Borrower"), B&G Foods Holdings Corp., a Delaware corporation ("Holdings"), and several affiliated companies entered into a Guarantee and Collateral Agreement with Lehman Commercial Paper Inc. ("Lehman") as administrative agent for certain lenders (the "Lenders"), which was recorded on April 21, 1999 in the United States Patent and Trademark Office at Reel 1888, Frame 0231 (the "Security Agreement");

WHEREAS, Grantor granted to Lehman, under the terms of the Security Agreement, a security interest (the "Security Interest") in favor of Lehman, as administrative agent, in and to all of Grantor's intellectual property described in the Security Agreement, including without limitation, the trademarks listed on Schedule A and all of the goodwill of the business connected with the use of, and symbolized by, the trademarks owned by Grantor,

WHEREAS, Grantor granted the Security Interest to Lehman in order to induce Lehman and the Lenders to enter into the Term Loan Agreement and the Revolving Credit Agreement, each dated as of March 15, 1999, (respectively, as amended, supplemented or modified from time to time, the "Term Loan Agreement" and the "Revolving Credit Agreement", and, together, the "Credit Agreements"), among the Borrower, Holdings, the Lenders, Lehman Brothers Inc., as advisor, lead arranger and book manager, The Bank of New York, as documentation agent, Heller Financial, Inc., as co-documentation agent, and Lehman, as syndication agent and as administrative agent;

WHEREAS, Section 8.15(b) of the Security Agreement provides that Grantor shall be released from its obligations under the Security Agreement in the event of the sale of all of the capital stock of Grantor pursuant to a transaction permitted under the Credit Agreements;

WHEREAS, pursuant to a Stock Purchase Agreement by and among Nonni's Food Company, Inc., Borrower and Grantor, Borrower is selling all of the capital stock of Grantor to an unrelated third party, and such sale is permitted under Section 6.5(f) of the Credit Agreements; and


WHEREAS, pursuant to the Security Agreement, Grantor is thereby released from all of its obligations under the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Lehman hereby releases the Security Interest, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantor and its respective successors and assigns under the Security Agreement, hereby sells, assigns, transfers and sets over to Grantor and its respective successors and assigns any right, title or interest in or to the intellectual property of Grantor that is described in the Security Agreement, including without limitation the trademarks listed on Schedule A, as well as the goodwill of the business symbolized by said trademarks and any other trademarks that Grantor may have acquired, and hereby releases Grantor and its respective successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement.

408317.3.02

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent

By:



Name:
Title:

Date: January 17, 2001

SCHEDULE A

Registered Trademarks: U.S. Federal

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BAGEL CRISPS	1,306,252	11/20/84
BURNS & RICKER	1,456,716	9/8/87
CLASSIC TUSCANY TOAST and Design	1,484,475	4/12/88
CRISPINI	1,684,571	4/28/92
NEW YORK STYLE	1,515,619	12/6/88
PANETINI	2,349,093	5/9/00
PITA CRISPS	1,562,411	10/24/89
TUSCANY TOAST	1,986,965	7/16/96
Wheat Stalk Design	1,623,858	11/20/90
Wheat Stalk Design	1,592,608	4/17/90

Applications for Trademark Registration: U.S. Federal

<u>MARK</u>	<u>SERIAL. NO.</u>	<u>FILED</u>
BISCOTTI DI TOSCANA	74/419,619	7/30/93