

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B&G FOODS, INC.		10/15/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	LEHMAN COMMERCIAL PAPER INC., as administrative agent
Street Address:	745 Seventh Avenue
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2841259	AC'CENT GRILLIN' GREATS
Registration Number:	2429818	BENNY THE BAKED BEAN
Registration Number:	1135244	BRER RABBIT
Registration Number:	1134775	
Registration Number:	2667019	EXCITE MY
Registration Number:	2394271	RED DEVIL LOUISIANA HOT SAUCE
Registration Number:	0311858	REGINA
Registration Number:	1002975	REGINA
Registration Number:	0614141	EB REGINA
Registration Number:	0793119	
Registration Number:	2099023	
Registration Number:	2119091	
Registration Number:	0134116	VERMONT MAID
Registration Number:	1285455	

TRADEMARK

REEL: 002960 FRAME: 0532

900014346

OP \$415.00 2841259

Registration Number:	1386209	WRIGHT'S
Registration Number:	1330446	WRIGHT'S

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (714) 540-1235

Email: greg.phillips@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

023299-0271

NAME OF SUBMITTER:

Gregory B. Phillips, Senior Paralegal

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 15, 2004 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), is made by the undersigned (the "Grantor") in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, B&G Foods, Inc., a Delaware corporation has entered into a Credit Agreement, dated as of October 15, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time parties thereto, Lehman Brothers Inc., as sole advisor, sole lead arranger and sole bookrunner, The Bank of New York, as documentation agent, Fleet National Bank, a Bank of America company, as syndication agent, and Lehman Commercial Paper Inc., as administrative agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 15, 2004, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for the purpose of recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this IP Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of the Grantor's right, title and interest in and to the Trademarks, Patents, Copyrights and Trademark Licenses listed on Schedule A hereto as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein and the Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security

Agreement. The security interest granted hereby has been granted in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof.

SECTION 4. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

B&G FOODS, INC.

By:

A handwritten signature in black ink, appearing to read "Robert A. Kunkel", is written over a horizontal line.

Name:

Title:

Schedule A

## TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>AC'CENT GRILLIN' GREATS</b>							
UNITED STATES	109709-03-075	10/4/2002	76-455,913	5/11/2004	2,841,259	REGISTERED	30
<b>BENNY THE BAKED BEAN</b>							
UNITED STATES	109709-009	2/11/2000	75-917,586	2/20/2001	2,429,818	REGISTERED	28
<b>BRER RABBIT</b>							
SOUTH KOREA	109709-03-036	5/24/1988	11555/1988	11/23/1989	183659	REGISTERED	30
UNITED STATES	109709-03-033	1/29/1979	73-201,841	5/13/1980	1,135,244	REGISTERED	30
<b>BRER RABBIT (Device II)</b>							
UNITED STATES	109709-03-034	1/29/1979	73-201,767	5/6/1980	1,134,775	REGISTERED	30
<b>BRER RABBIT (Device)</b>							
CANADA	109709-03-035	1/30/1933	158948	2/27/1933	56660	REGISTERED	30
<b>EXCITE MY</b>							
UNITED STATES	109709-03-055	10/6/2000	76-143,209	12/24/2002	2,667,019	REGISTERED	29
<b>RED DEVIL LOUISIANA HOT SAUCE (and Design)</b>							
UNITED STATES	109709-03-054	3/8/1999	75-655,218	10/10/2000	2,394,271	REGISTERED	30
<b>REGINA</b>							
SOUTH KOREA	109709-03-039	6/4/1988	4607/1999	7/13/1989	174861	REGISTERED	30
UNITED STATES	109709-03-038	11/21/1933	71-343,918	4/10/1934	0,311,858	REGISTERED	30
UNITED STATES	109709-03-037	1/31/1974	73-012,257	1/28/1975	1,002,975	REGISTERED	30
<b>REGINA BOTTLE DESIGN</b>							
UNITED STATES	109709-03-041	3/11/1954	71-662,428	10/11/1955	0,614,141	REGISTERED	30
UNITED STATES	109709-03-040	5/11/1964	72-193,213	7/20/1965	0,793,119	REGISTERED	30
<b>REGINA BOTTLE DESIGN II</b>							
UNITED STATES	109709-03-043	6/7/1996	75-115,621	9/23/1997	2,099,023	REGISTERED	30
UNITED STATES	109709-03-042	6/7/1996	75-120,449	12/9/1997	2,119,091	REGISTERED	30
<b>VERMONT MAID</b>							
UNITED STATES	109709-03-044	6/10/1919	71-119,459	8/10/1920	0,134,116	REGISTERED	46
<b>VERMONT MAID (and Design)</b>							
CANADA	109709-03-047	8/29/1932	158,946	12/13/1932	55911	REGISTERED	30
UNITED STATES	109709-03-046	4/22/1983	73-422,738	7/10/1984	1,285,455	REGISTERED	30

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>WRIGHT'S</b>							
CANADA	109709-03-050	10/2/1985	550,214	8/31/1990	372,555	REGISTERED	30
SOUTH KOREA	109709-03-051	5/6/1988	4608/1999	7/13/1989	174863	REGISTERED	30
UNITED STATES	109709-03-048	7/22/1985	73-549,382	3/11/1986	1,386,209	REGISTERED	30
<b>WRIGHT'S (and Design)</b>							
UNITED STATES	109709-03-049	8/30/1983	73-441,672	4/16/1985	1,330,446	REGISTERED	04,30

#### PATENTS

None

#### COPYRIGHTS

None

#### TRADEMARK LICENSES

Agreement by and between Emeril's Food of Love Productions, LLC and B&G Foods, Inc., dated June 9, 2000.