

## 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
POLANER, 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: 11

Property Type	Number	Word Mark
Registration Number:	1832827	ALL FRUIT
Registration Number:	2825356	DON'T DARE CALL IT JELLY!
Registration Number:	1751430	DON'T DARE CALL IT JELLY!
Registration Number:	0987993	JAM LOVER'S
Registration Number:	1497875	MAX AMS
Registration Number:	1650259	POLANER
Registration Number:	0596870	POLANER
Registration Number:	1961765	POLANER
Registration Number:	1545485	POLANER FANCY FRUIT
Registration Number:	1124752	POLANER LITE
Registration Number:	2748239	POLANER SPREADABLE

## CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

TRADEMARK

REEL: 002960 FRAME: 0539

900014349

OP \$290.00 1832827

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
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NAME OF SUBMITTER:	Gregory B. Phillips, Senior Paralegal
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Total Attachments: 6  
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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.

POLANER, INC.

By:

A handwritten signature in dark ink, appearing to read "Robert L. Polaner", is written over a horizontal line.

Name:

Title:

## TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>ALL FRUIT</b>							
UNITED STATES	109709-06-001	12/22/1989	74-014,101	4/26/1994	1,832,827	REGISTERED	29
ARGENTINA	109709-06-012	6/15/1995	1.983.097	2/17/1997	1.626.782	REGISTERED	29
BRAZIL	109709-06-016	7/28/1995	818648520	10/28/1997	818648520	REGISTERED	29
MEXICO	109709-06-027	8/19/1993	175828	4/5/1994	456081	REGISTERED	29
PANAMA	109709-06-030	3/23/1994	70281	9/29/1995	70281	REGISTERED	29
PHILIPPINES	109709-06-033	10/27/1994	96042	8/28/2000	4-1994-98165	REGISTERED	29
<b>DON'T DARE CALL IT JELLY!</b>							
UNITED STATES	109709-06-002	2/8/1999	75-639,271	3/23/2004	2,825,356	REGISTERED	29
MEXICO	109709-06-051	8/19/1993	12857	2/20/1996	12857	REGISTERED	29
CANADA	109709-06-019	6/9/1993	730,662	9/1/1995	TMA 446,944	REGISTERED	29
<b>DON'T DARE CALL IT JELLY! (and Design)</b>							
UNITED STATES	109709-06-003	5/26/1992	74-279,075	2/9/1993	1,751,430	REGISTERED	29
<b>JAM LOVER'S (and Design)</b>							
UNITED STATES	109709-06-005	2/27/1973	72-449,928	7/9/1974	0,987,993	REGISTERED	29
<b>MAX AMS</b>							
UNITED STATES	109709-06-006	9/22/1986	73-621,246	7/26/1988	1,497,875	REGISTERED	29
<b>POLANER</b>							
ARGENTINA	109709-06-013	6/15/1995	1.983.095	4/17/1996	1.596.347	REGISTERED	29
ARGENTINA	109709-06-014	6/15/1995	1.983.096	4/17/1996	1.596.348	REGISTERED	30
BRAZIL	109709-06-017	8/2/1993	817414088	4/4/1995	817414088	REGISTERED	30
BRAZIL	109709-06-018	8/2/1993	817414096	4/4/1995	817414096	REGISTERED	29
CANADA	109709-06-020	8/14/1981	474,106	4/23/1982	268,354	REGISTERED	29
COLOMBIA	109709-06-023	10/31/1995	95 051.267	5/30/1996	186461	REGISTERED	30
COLOMBIA	109709-06-022	10/31/1995	95 051.266	5/30/1996	186460	REGISTERED	29
JAPAN	109709-06-026	12/17/1976	51-85461	12/25/1980	1446685	REGISTERED	29,30,31, 32
MEXICO	109709-06-028	6/30/1993	172008	2/23/1994	452935	REGISTERED	29
MEXICO	109709-06-029	6/30/1993	172009	2/23/1994	452936	REGISTERED	30
PANAMA	109709-06-031	3/23/1994	70280	8/22/1995	70280	REGISTERED	29
PERU	109709-06-032	8/9/1995	275821	3/22/1996	24509	REGISTERED	29
PHILIPPINES	109709-06-034	10/27/1994	96041	7/30/1997	65054	REGISTERED	29

UNITED KINGDOM	109709-06-037	6/8/1995	2023320	3/22/1996	2023320	REGISTERED	29,30
UNITED STATES	109709-06-008	6/29/1990	74-074,374	7/9/1991	1,650,259	REGISTERED	29,30
UNITED STATES	109709-06-007	10/6/1953	71-654,275	10/12/1954	0,596,870	REGISTERED	29
UNITED STATES	109709-06-009	2/17/1995	74-635,204	3/12/1996	1,961,765	REGISTERED	29
VENEZUELA	109709-06-038	9/24/1993	17567/93	2/9/1996	P185238	REGISTERED	29
VENEZUELA	109709-06-039	10/20/1993	19164-93	9/1/1995	P180486	REGISTERED	30
<b>POLANER ALL FRUIT</b>							
ARGENTINA	109709-06-015	5/31/1996	2.035.079	7/21/1997	1.638.363	REGISTERED	29
CANADA	109709-06-021	8/24/1995	791,132	9/24/1997	TMA 482,915	REGISTERED	29
COLOMBIA	109709-06-024	10/31/1995	95 051.264	5/30/1996	186458	REGISTERED	29
UNITED KINGDOM	109709-06-059	6/8/1995	N/A	5/10/1996	2023321	REGISTERED	29
VENEZUELA	109709-06-040	8/29/1994	11380/94	2/9/1996	P186493	REGISTERED	29
<b>POLANER FANCY FRUIT</b>							
PHILIPPINES	109709-06-035	10/27/1994	96043	1/15/2002	4-1994-98166	REGISTERED	29
UNITED STATES	109709-06-010	9/22/1986	73-621,247	6/27/1989	1,545,485	REGISTERED	29
<b>POLANER LITE (Stylized)</b>							
UNITED STATES	109709-06-011	6/5/1978	73-173,000	9/4/1979	1,124,752	REGISTERED	30
<b>POLANER SPREADABLE</b>							
UNITED STATES	109709-012	8/10/2001	76-298,680	8/5/2003	2,748,239	REGISTERED	29

## PATENTS

None

## COPYRIGHTS

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Polaner All Fruit, black cherry	VA 499033	July 24, 1991
Jam Lover, pure apple jelly	VA 466383	July 22, 1991
Jam Lover, pure jam strawberry	VA 466382	July 22, 1991
Jam Lover, pure grape jelly	VA 466387	July 22, 1991
Jam Lover, pure marmalade orange	VA 466384	July 22, 1991

Polaner Natural red currant jelly	VA 476354	July 22, 1991
Polaner Real mint jelly	VA 476353	July 22, 1991
Polaner All Fruit orange	VA 464598	October 4, 1990
Polaner All Fruit--blueberry	VA 428879	October 4, 1990
Polaner All Fruit--apricot	VA 428878	October 4, 1990
Polaner All Fruit--strawberry	VA 428877	October 4, 1990
Polaner All Fruit--pineapple	VA 428876	October 4, 1990
Polaner All Fruit--seedless blackberry	VA 428875	October 4, 1990
Polaner All Fruit--raspberry	VA 427806	October 4, 1990
Polaner All Fruit--grape	VA 427805	October 4, 1990
Polaner All Fruit--peach	VA 427804	October 4, 1990

#### TRADEMARK LICENSES

None