

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
ORTEGA HOLDINGS 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: 15

Property Type	Number	Word Mark
Registration Number:	2269133	MEXICAN MEALS MADE EASY
Registration Number:	2263248	MEXICAN MEALS MADE EASY
Registration Number:	1883777	ORTEGA
Registration Number:	1049767	ORTEGA
Registration Number:	1865107	ORTEGA
Registration Number:	2013197	ORTEGA
Registration Number:	2165889	ORTEGA
Registration Number:	2127230	ORTEGA
Registration Number:	2241950	ORTEGA
Registration Number:	2269159	ORTEGA
Registration Number:	0607388	ORTEGA
Registration Number:	0724887	ORTEGA
Registration Number:	2269212	ORTEGA
Registration Number:	2269160	ORTEGA

TRADEMARK

REEL: 002960 FRAME: 0561

900014359

OP \$390.00 2269133

Registration Number:	2460967
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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.

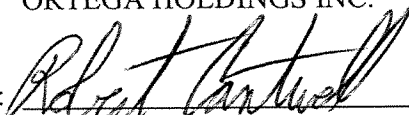
SECTION 4. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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.

ORTEGA HOLDINGS INC.

By:



Name:

Title:

TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
MEXICAN MEALS MADE EASY							
United States	109709-22-011	8/24/1998	75-541, 739	8/10/1999	2,269,133	REGISTERED	30
United States	109709-22-013	8/20/1998	75-539, 893	7/20/1999	2,263,248	REGISTERED	29
ORTEGA							
AUSTRALIA	109709-22-018			3/20/1996	704848	REGISTERED	29,30
	109709-22-036					REGISTERED	
BENELUX				7/31/1996	IR 660289		29,30
BOLIVIA	109709-22-021			5/17/2000	78658 C	REGISTERED	29
						REGISTERED	
BOLIVIA	109709-22-019			5/17/2000	78657 C		30
CANADA	109709-22-037			7/6/1962	127156	REGISTERED	29,30
	109709-22-020					REGISTERED	
CHILE				11/19/1999	553628		29,30
FRANCE	109709-22-031			7/31/1996	IR 660289	REGISTERED	29,30
						REGISTERED	
GERMANY	109709-22-032			7/31/1996	IR 660289		29,30
IRELAND	109709-22-023			12/3/1996	175912	REGISTERED	30
						REGISTERED	
IRELAND	109709-22-022			12/3/1996	175911		29
ITALY	109709-22-029			7/31/1996	IR 660289	REGISTERED	29,30
						REGISTERED	
JAPAN	109709-22-030			10/12/1996	1225636		32
						REGISTERED	
JAPAN	109709-22-035			1/23/1989	2109926		31
						REGISTERED	
MEXICO	109709-22-033			6/10/1993	440996		30
						REGISTERED	
NEW ZEALAND	109709-22-025	3/12/1996	259826	3/12/1996	259826		30
						REGISTERED	
NEW ZEALAND	109709-22-024	3/12/1996	259825	3/12/1996	259825		30
						REGISTERED	
PERU	109709-22-026			10/18/1999	58312		29
						REGISTERED	
PERU	109709-22-027			9/9/1999	58018		30
						REGISTERED	
SWITZERLAND	109709-22-034			3/5/1996	429064		29,30
						REGISTERED	
UNITED KINGDOM	109709-22-028			3/5/1996	2058702		29,30
						REGISTERED	
UNITED STATES	109709-22-002	3/22/1994	74-503,825	3/14/1995	1,883,777		30
						REGISTERED	
UNITED STATES	109709-22-007	6/30/1975	73-056,527	10/5/1976	1,049,767		30
						REGISTERED	
UNITED STATES	109709-22-008	1/14/1993	74-348,596	11/29/1994	1,865,107		29,30
						REGISTERED	
UNITED STATES	109709-22-014	4/12/1995	74-660,631	11/5/1996	2,013,197		30
						REGISTERED	
UNITED STATES	109709-22-015	6/12/1997	75-311,963	6/16/1998	2,165,889		30
						REGISTERED	
UNITED STATES	109709-22-016	1/7/1997	75-222,090	1/6/1998	2,127,230		29
						REGISTERED	
UNITED STATES	109709-22-017	6/9/1997	75-305,651	4/27/1999	2,241,950		29

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ORTEGA and Design							
UNITED STATES	109709-22-009	9/8/1998	75-549,467	8/10/1999	2,269,159	REGISTERED	29,30
UNITED STATES	109709-22-005	7/19/1954	71-670,169	6/14/1955	0,607,388	REGISTERED	29
UNITED STATES	109709-22-006	11/4/1960	72-107,833	12/5/1961	0,724,887	REGISTERED	29,30,31 32,01,05
ORTEGA and Design (with Blue Sunburst)							
UNITED STATES	109709-22-012	9/28/1998	75-558,870	8/10/1999	2,269,212	REGISTERED	29,30
ORTEGA and Design (with Sunburst)							
UNITED STATES	109709-22-010	9/8/1998	75-549,469	8/10/1999	2,269,160	REGISTERED	29,30
ORTEGA Bottle Design							
UNITED STATES	109709-22-003	7/22/1999	75-757,169	6/19/2001	2,460,967	REGISTERED	30

PATENTS

None

COPYRIGHTS

None

TRADEMARK LICENSES

None