

## 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
TRAPPEY'S FINE 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: 13

Property Type	Number	Word Mark
Registration Number:	1274499	CHEF MAGIC
Registration Number:	0965698	DULCITO
Registration Number:	0820117	DULCITO
Registration Number:	0989382	GREEN DRAGON
Registration Number:	0999803	INDI-PEP
Registration Number:	0230395	MEXI-PEP
Registration Number:	0865105	
Registration Number:	0842183	SERANO
Registration Number:	0841700	TEMPERO
Registration Number:	0989073	TORRIDO
Registration Number:	0819665	TORRIDO
Registration Number:	0845099	TRAPPEY'S
Registration Number:	0856105	

## CORRESPONDENCE DATA

900014353

TRADEMARK  
REEL: 002960 FRAME: 0626

OP \$340.00 1274499

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: 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.

TRAPPEY'S FINE FOODS, INC.

By: 

Name:

Title:

## TRADEMARKS

## Trademarks Owned by Trappey's Fine Foods, Inc.

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>CHEF MAGIC</b>							
UNITED STATES	109709-21-010	1/13/1983	73-409,431	4/17/1984	1,274,499	REGISTERED	30
<b>DULCITO</b>							
UNITED STATES	109709-18-004	6/6/1972	72-426,475	8/7/1973	965,698	REGISTERED	29
<b>DULCITO and Design</b>							
UNITED STATES	109709-21-011	8/31/1965	72-226,867	12/6/1966	820,117	REGISTERED	29
<b>GREEN DRAGON</b>							
UNITED STATES		9/7/1973	73-000,411	7/30/1974	989,382	REGISTERED	30
<b>INDI-PEP</b>							
UNITED STATES	109709-21-005	9/7/1973	73-000,379	12/17/1974	999,803	REGISTERED	30
<b>MEXI-PEP</b>							
UNITED STATES	109709-21-009	3/14/1927	71-245,762	7/19/1927	230,395	REGISTERED	30
<b>MISCELLANEOUS Design</b>							
UNITED STATES	109709-21-019	5/1/1967	72-270,438	9/31/1968	865,105	REGISTERED	30
<b>SERANO</b>							
UNITED STATES	109709-21-016	12/5/1966	72-260,099	1/9/1968	842,183	REGISTERED	29
<b>TEMPERO and Design</b>							
UNITED STATES	109709-21-013	11/2/1965	72-232,038	2/2/1968	841,700	REGISTERED	29
<b>TORRIDO</b>							
UNITED STATES	109709-21-007	6/6/1972	72-426,476	7/23/1974	989,073	REGISTERED	29
<b>TORRIDO and Design</b>							
UNITED STATES	109709-21-014	8/31/1965	72-226,868	11/29/1966	819,665	REGISTERED	30

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>TRAPPEY'S</b>							
UNITED STATES	109709-21-015	1/18/1967	72-262,822	2/27/1968	845,099	REGISTERED	29
AUSTRALIA		6/16/1976	N/A	N/A	297823	REGISTERED	29
AUSTRALIA		6/16/1976	N/A	N/A	297824	REGISTERED	30
BAHRAIN		N/A	N/A	N/A	5429	REGISTERED	
BENELUX	109709-18-003	8/7/1993	32956	8/7/1993	320919	REGISTERED	30
CANADA	109709-21-021	6/30/1987	586,938	7/29/1988	TMA 343,169	REGISTERED	29
GERMANY	109709-21-002	5/12/1971	T14410 30WZ	4/12/1972	892329	REGISTERED	29
JAPAN	109709-21-006	4/3/1975	S50-038731	6/21/1984	1691531	REGISTERED	5, 29, 30, 31, 32
JAPAN (Katakana)		12/17/1974	S49-163405	1/10/1978	138775	REGISTERED	1, 5, 29, 30, 31, 32

#### Design Only (Shield Label)

UNITED STATES	109709-21-019	5/1/1967	72-270,438	9/3/1968	856,105	REGISTERED	30
SPAIN	109709-21-001	7/16/1979	914612M1	2/7/1980	914612M1	REGISTERED	29

### State Trademark Registrations Owned by B.F. Trappey's Sons, Inc. (now Trappey's Fine Foods, Inc.)

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>BULL</b>							
LOUISIANA	109709-18-014			6/25/1973	310,399	REGISTERED	30
<b>CHEF MAGIC</b>							
LOUISIANA	109709-18-005			6/8/1983	n/a	REGISTERED	30
<b>DULCITO</b>							
LOUISIANA	109709-18-017			6/25/1973	310,401	REGISTERED	30
<b>GREEN DEVIL</b>							
LOUISIANA	109709-18-013			6/25/1973	310,402	REGISTERED	30
<b>GREEN DRAGON</b>							
LOUISIANA	109709-18-019			6/25/1973	310,403	REGISTERED	30
<b>INDI-PEP</b>							
LOUISIANA	109709-18-010			6/25/1973	310,404	REGISTERED	30
<b>LOUISIANA</b>							
LOUISIANA	109709-18-016			6/21/1973	310,419	REGISTERED	30

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>MEXI-PEP</b>							
LOUISIANA	109709-18-011			6/25/1973	N/A	REGISTERED	30
<b>PETER PIPER</b>							
LOUISIANA	109709-18-018			6/25/1973	310,408	REGISTERED	30
<b>RED DEVIL</b>							
LOUISIANA	109709-18-006			6/25/1973	310,409	REGISTERED	30
<b>SERANO</b>							
LOUISIANA	109709-18-009			6/25/1973	310,411	REGISTERED	30
<b>SHIELD LABEL</b>							
LOUISIANA	109709-18-012			6/25/1973	310,412	REGISTERED	30
<b>SPICE UP</b>							
LOUISIANA	109709-18-007			6/25/1973	310,413	REGISTERED	30
<b>TEMPERO</b>							
LOUISIANA	109709-18-020			6/25/1973	310,415	REGISTERED	30
<b>TORRIDO</b>							
LOUISIANA	109709-18-015			6/25/1973	310,416	REGISTERED	30
<b>TRAPPEY'S</b>							
LOUISIANA	109709-18-008			6/25/1973	310,417	REGISTERED	30

#### PATENTS

None

#### COPYRIGHTS

None

#### TRADEMARK LICENSES

None