

## 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
MAPLE GROVE FARMS OF VERMONT, INC.		10/15/2004	CORPORATION: VERMONT

## 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:	2170428	COZY COTTAGE
Registration Number:	0128447	MAPLE GROVE
Registration Number:	1784306	MAPLE GROVE FARMS
Registration Number:	2614593	MAPLE GROVE FARMS
Registration Number:	2297585	MAPLE GROVE FARMS OF VERMONT
Registration Number:	2604164	MAPLE GROVE FARMS OF VERMONT
Registration Number:	2656414	MAPLE GROVE FARMS OF VERMONT
Registration Number:	2642809	MAPLE GROVE FARMS OF VERMONT
Registration Number:	1933973	NEW ENGLAND FARMHOUSE PANCAKE SYRUP
Registration Number:	2792675	UP COUNTRY ORGANICS
Registration Number:	1017553	VERMONT FARMS
Registration Number:	1835046	VERMONT SUGAR FREE
Registration Number:	2537805	VERMONT SUGAR FREE

OP \$340.00 2170428

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TRADEMARK  
REEL: 002960 FRAME: 0634

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.

MAPLE GROVE FARMS OF VERMONT, INC.

By:

  
\_\_\_\_\_

Name:

Title:

Schedule A

TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>COZY COTTAGE</b> UNITED STATES	109709-04-036	2/14/1997	75-241,997	6/30/1998	2,170,428	REGISTERED	30
<b>MAPLE GROVE (Stylized)</b> UNITED STATES	109709-04-043	6/5/1919	71-119,241	1/6/1920	0,128,447	REGISTERED	30
<b>MAPLE GROVE FARMS</b> CANADA	109709-04-031	6/8/1998	880,753	7/18/2002	564,868	REGISTERED	(1),(2),(3)
UNITED STATES	109709-04-039	8/27/1992	74-308,068	7/27/1993	1,784,306	REGISTERED	30
<b>MAPLE GROVE FARMS (and design)</b> UNITED STATES	109709-04-045	3/7/2001	76-221,064	9/3/2002	2,614,593	REGISTERED	30
<b>MAPLE GROVE FARMS OF VERMONT</b> CANADA	109709-013	11/6/2001	1121287	5/25/2004	TMA 611083	REGISTERED	29,30,32
UNITED STATES	109709-04-038	4/9/1998	75-465,311	12/7/1999	2,297,585	REGISTERED	29,30,32
<b>MAPLE GROVE FARMS OF VERMONT (and Design)</b> CANADA	109709-014	11/6/2001	1121284			PENDING	29
UNITED STATES	109709-04-028	3/7/2001	76-220,904	8/6/2002	2,604,164	REGISTERED	29,30
<b>MAPLE GROVE FARMS OF VERMONT (AND DESIGN)</b> UNITED STATES	109709-04-001	1/28/2002	76-364,526	12/3/2002	2,656,414	REGISTERED	29
UNITED STATES	109709-04-002	1/28/2002	76-364,525	10/29/2002	2,642,809	REGISTERED	30
<b>NEW ENGLAND FARMHOUSE PANCAKE SYRUP</b> UNITED STATES	109709-04-026	12/27/1993	74-474,993	11/7/1995	1,933,973	REGISTERED	30
<b>UP COUNTRY</b>							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>MOOSE LOGO</b>							
CANADA	109709-04-041	6/8/1998	880756	3/13/2000	524783	REGISTERED	30
<b>UP COUNTRY ORGANICS</b>							
CANADA	109709-04-027	10/29/2002	1157334			PENDING	29
UNITED STATES	109709-04-022	10/4/2002	76-455,919	12/9/2003	2,792,675	REGISTERED	30
<b>VERMONT FARMS</b>							
UNITED STATES	109709-04-037	11/19/1974	73-037,543	8/5/1975	1,017,553	REGISTERED	30
<b>VERMONT SUGAR FREE</b>							
CANADA	109709-04-040	6/8/1998	880754	3/13/2000	524782	REGISTERED	30
UNITED STATES	109709-04-032	1/19/1993	74-349,789	5/3/1994	1,835,046	REGISTERED	30
UNITED STATES	109709-04-020	5/2/2000	76-039,480	2/12/2002	2,537,805	REGISTERED	30

**State Trademark Registrations Owned by Maple Grove Farms of Vermont, Inc.**

MARK	STATE	REGISTRATION DATE	REGISTRATION NO.
<b>MAPLE GROVE FARMS OF VERMONT</b>	Vermont	1/9/1996	7,518
<b>NEW ENGLAND FARMHOUSE PANCAKE SYRUP</b>	Vermont	12/8/1993	7,250
	Vermont	4/16/1986	5,525
<b>VERMONT SWEET 'N SOUR DRESSING</b>	Vermont	4/16/1986	5,524
<b>VERMONT SWEET 'N SOUR BARBEQUE SOURCE (and Design)</b>			

**PATENTS**

None

**COPYRIGHTS**

None

**TRADEMARK LICENSES**

None