

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmation of Continuation of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seneca Foods Corporation		06/09/2005	CORPORATION: NEW YORK
Seneca Foods, L.L.C.		06/09/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	200 Glastonbury Boulevard
Internal Address:	Bank of America Business Capital
City:	Glastonbury
State/Country:	CONNECTICUT
Postal Code:	06033
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	133799	HART
Registration Number:	213344	DIAMOND A
Registration Number:	277037	STOKELY'S FINEST
Registration Number:	351303	SUN VALLEY LODGE
Registration Number:	355649	BUDDIE
Registration Number:	504116	WALLA WALLA
Registration Number:	509866	SHELLIE
Registration Number:	521870	JACK AND THE BEAN STALK
Registration Number:	535148	TENDERSWEET
Registration Number:	558118	OREGON'S FINEST
Registration Number:	616936	CHEFS BEST
Registration Number:	657227	CHEFS BEST

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Registration Number:	659896	WHOPPER
Registration Number:	700650	CRESWELL
Registration Number:	711294	MCKENZIE
Registration Number:	722306	DIAMOND A
Registration Number:	731234	WILAMET
Registration Number:	741668	TOM THUMB
Registration Number:	746276	UGENE
Registration Number:	847413	COUNTRY GARDEN
Registration Number:	957937	READ
Registration Number:	994422	STOKELY'S
Registration Number:	999795	STOKELY'S FINEST
Registration Number:	1052525	KREAM'D KERNEL
Registration Number:	1175370	ROGERS BITS O' HONEY
Registration Number:	1265174	OCONOMOWOC
Registration Number:	1473362	SCHOOL DAYS
Registration Number:	1474332	NEWPORT
Registration Number:	1511104	OUR FAVORITE
Registration Number:	1540696	SWEET JUBILEE
Registration Number:	1546658	FRUIT PLUS
Registration Number:	1572191	FESTAL
Registration Number:	1658329	CIMMARON
Registration Number:	1710235	STEELE COUNTY
Registration Number:	1720496	OWATONNA
Registration Number:	1775351	OREGON'S FINEST
Registration Number:	1970569	STOKELY'S GOLD
Registration Number:	2101724	VEGGI-GREEN
Registration Number:	2407785	BITS O'HONEY
Registration Number:	2535736	GREEN VALLEY
Registration Number:	2537781	GREEN VALLEY CERTIFIED ORGANIC
Registration Number:	2556745	GREEN VALLEY
Registration Number:	2588874	GREEN VALLEY
Registration Number:	2658925	CRISP 'N SWEET
Registration Number:	117837	BLUE LABEL
Registration Number:	209904	BLUE BOY
Registration Number:	255953	FARM KITCHEN

Registration Number:	316840	ORCHARD FARM
Registration Number:	402666	BLUE BOY
Registration Number:	566055	BLUE BOY
Registration Number:	631436	AUNT NELLIE'S
Registration Number:	646559	KITCHEN QUEEN
Registration Number:	651279	LIBERTY
Registration Number:	794167	OLD STYLE
Registration Number:	954530	GOLDEN BUTTER BEANS
Registration Number:	1036922	MONROE
Registration Number:	1257725	VICTORY
Registration Number:	1273712	BLUE LABEL
Registration Number:	1282687	SENECA
Registration Number:	1319603	AUNT NELLIE'S
Registration Number:	1348338	MORNING HARVEST
Registration Number:	1397779	REBER
Registration Number:	1468550	BELL
Registration Number:	1480966	AUNT NELLIE'S
Registration Number:	1495258	NATURAL PACK
Registration Number:	1509393	NATURE'S FAVORITE
Registration Number:	1642219	SENECA BLUSH GRAPE JUICE
Registration Number:	1806277	LOHMANN
Registration Number:	1809441	ANTOINE'S
Registration Number:	1921291	JUMBO-CAN
Registration Number:	2141373	ORCHARD FARM
Registration Number:	2152872	ORCHARD FARM
Registration Number:	2286950	PERFECTION
Registration Number:	2314452	SENECA
Serial Number:	75371383	APPLE PLUS
Serial Number:	76481641	SENECA
Serial Number:	76491233	SALAD SINGLE
Serial Number:	76497350	JUICY JUNGLE
Registration Number:	1493344	NATURE'S FAVORITE

CORRESPONDENCE DATA

Fax Number: (617)951-8736

TRADEMARK
REEL: 003112 FRAME: 0927

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

Phone: 617-951-8000
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	06/27/2005

Total Attachments: 9
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**CONFIRMATION OF CONTINUATION OF SECURITY INTEREST IN
TRADEMARKS**

CONFIRMATION OF CONTINUATION OF SECURITY INTEREST IN TRADEMARKS (this "**Agreement**") by and among Seneca Foods Corporation, a New York corporation (the "**Parent**"), Seneca Foods, L.L.C., a Delaware limited liability company ("**SFLLC**") and Bank of America, N.A., as collateral agent for (in such capacity, the "**Collateral Agent**") for itself and the other lenders party to that certain Credit Agreement dated as of May 27, 2003 (the "**Lenders**") by and among the Parent, SFLLC, Seneca Snack Company, Bank of America, N.A. as administrative agent, the Lenders, and Bank of America, N.A. as collateral agent and issuing bank, as amended from time to time (as amended and in effect from time to time, the "**Credit Agreement**").

RECITALS:

WHEREAS, SFLLC, the Parent and certain other parties executed and delivered to the Collateral Agent, for the benefit of the Lenders and the Collateral Agent, that certain Security Agreement dated as of May 27, 2003 (the "**Security Agreement**"), pursuant to which SFLLC and the Parent each granted to the Collateral Agent, for the benefit of the Lenders and the Collateral Agent, a security interest in certain of their respective personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A (with respect to SFLLC) and Schedule B (with respect to the Parent) (collectively, the "**Pledged Trademarks**"), each attached hereto, all to secure the payment and performance of the their obligations owing to the Collateral Agent and the Lenders as set forth in the Credit Agreement; and

WHEREAS, in connection with the execution and delivery of the Security Agreement, SFLLC and the Parent each executed a Trademark Collateral and Security Agreement dated as of May 27, 2003 (collectively, the "**Trademark Agreements**") which were filed with the United States Patent and Trademark Office (the "**PTO**") at Reel/Frame 002746/0712 (recording date June 2, 2003) and Reel/Frame 002744/0630 (recording date May 30, 2003), respectively; and

WHEREAS, the Trademark Agreements are supplemental to the provisions contained in the Security Agreement; and

WHEREAS, to facilitate a corporate reorganization, the Parent is forming Seneca Merger Corporation, a New York corporation ("**Seneca Merger**") and a wholly owned subsidiary of the Parent; and

WHEREAS, immediately following the creation of Seneca Merger, the Parent is causing SFLLC to merge into Seneca Merger and Seneca Merger will be the surviving entity (the "**First Merger**"); and

WHEREAS, immediately following the foregoing merger, the Parent is causing Seneca Merger to be merged into the Parent (the "**Second Merger**", and together with the first Merger,

collectively, the "Mergers") and, as a result of such Mergers, the Parent will own all of the Pledged Trademarks; and

WHEREAS, the SFLLC and the Parent desire to continue and confirm the security interests in the Pledged Trademarks granted pursuant to the Security Agreement and the Trademark Agreements after giving effect to the Mergers.

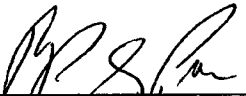
NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. SFLLC and the Parent hereby acknowledge, agree and confirm that, after giving effect to the Mergers, the Parent will own all of the Pledged Trademarks and the Collateral Agent continues to have a security interest in and first priority perfected lien on the Pledged Trademarks for the benefit of itself and for the Lenders.
2. Each of SFLLC and the Parent reaffirms its authorization that the Collateral Agent be permitted to complete as assignee and record with the PTO the Assignment of Marks (as defined in the Trademark Agreements) upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement and the proper exercise of the Collateral Agent's remedies under the Trademark Agreements and the Security Agreement.
3. Each of SFLLC and the Parent authorizes the Collateral Agent to file with the PTO, any and all documentation relating to the Mergers, in each case necessary, in the judgment of the Collateral Agent, to confirm, preserve, perfect and protect the security interests granted to it pursuant to the Trademark Agreements and the Security Agreement.

SENECA FOODS, L.L.C.

By: 
Name: Philip G. Paras
Title: Chief Financial Officer

SENECA FOODS CORPORATION

By: 
Name: Philip G. Paras
Title: Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF *Wayne*) ss.

On this, the 7th day of ~~May~~ *June*, 2005, before me, the undersigned, a notary public, duly commissioned, qualified and acting with and for the said county and state, personally appeared within named Philip G. Paras, to me personally known, who stated and acknowledged upon oath, that he is duly authorized to execute the foregoing instrument as the Chief Financial Officer of SENECA FOODS, L.L.C. and SENECA FOODS CORPORATION and that he further state and acknowledged that he had signed, executed and delivered the said foregoing instrument as the Chief Financial Officer of SENECA FOODS, L.L.C. AND SENECA FOODS CORPORATION and he further stated and acknowledged that he signed, executed and delivered the said foregoing instrument as the act and deed of SENECA FOODS, L.L.C. AND SENECA FOODS CORPORATION for the consideration, uses and purposes therein mentioned and set forth, by signing the name of SENECA FOODS, L.L.C. and SENECA FOODS CORPORATION, by himself as Chief Financial Officer of SENECA FOODS, L.L.C and SENECA FOODS CORPORATION.

In testimony hereof, I have hereunto set my hand and official seal on this 7th day of June, 2005.

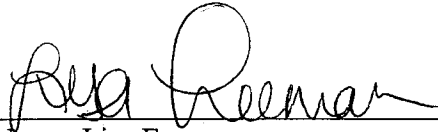
Jane J. Glavin

Notary Public
My Commission Expires: *May 31, 2007*

[SEAL]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Lisa Freeman
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

Seneca Foods, L.L.C. - Active United States Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registrations –</u> United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
HART (and Design)	133,799	08/03/20
DIAMOND A	213,344	05/25/26
STOKELY'S FINEST (and Design)	277,037	11/04/30
SUN VALLEY LODGE	351,303	10/26/37
BUDDIE (and Design)	355,649	03/22/38
WALLA WALLA (Stylized)	504,116	11/23/48
SHELLIE	509,866	05/17/49
JACK AND THE BEANSTALK (Stylized)	521,870	03/07/50
TENDERSWEET (Stylized)	535,148	12/26/50
OREGON'S FINEST (Stylized)	558,118	04/22/52
CHEF'S BEST (and Design)	616,936	11/29/55
CHEF'S BEST (and Design)	657,227	01/14/58
WHOPPER	659,896	03/25/58
CRESWELL	700,650	07/05/60
MCKENZIE	711,294	02/14/61
DIAMOND A	722,306	10/03/61
WILAMET	731,234	05/08/62
TOM THUMB (and Design)	741,668	12/04/62
UGENE	746,276	03/05/63
COUNTRY GARDEN	847,413	04/09/68
READ	957,937	04/24/73
STOKELY'S	994,422	10/01/74
STOKELY'S FINEST (Stylized)	999,795	12/17/74
KREAM'D KERNEL (Stylized)	1,052,525	11/09/76
ROGER'S BITS O'HONEY	1,175,370	10/27/81
OCONOMOWOC	1,265,174	01/24/84
SCHOOL DAYS	1,473,362	01/19/88
NEWPORT	1,474,332	01/26/88
OUR FAVORITE	1,511,104	11/01/88
SWEET JUBILEE	1,540,696	05/23/89
FRUIT PLUS	1,546,658	07/04/89
FESTAL	1,572,191	12/19/89
CIMMARON	1,658,329	09/24/91
STEELE COUNTY	1,710,235	08/25/92

SCHEDULE A (con't)

OWATONNA	1,720,496	09/29/92
OREGON'S FINEST	1,775,351	06/08/93
STOKELY'S GOLD	1,970,569	04/23/96
VEGGI-GREEN	2,101,724	09/30/97
BITS O'HONEY (and Design)	2,407,785	11/28/00
GREEN VALLEY (Stylized)	2,535,736	02/05/02
GREEN VALLEY CERTIFIED	2,537,781	02/12/02
ORGANIC (and Design)		
GREEN VALLEY	2,556,745	04/02/02
GREEN VALLEY	2,588,874	07/02/02
CRISP 'N SWEET	2,658,925	12/10/02

Seneca Foods, L.L.C. - United States Trademark Applications

None.

Seneca Foods, L.L.C. - Foreign Trademark Registrations/Applications

None.

SCHEDULE B

Seneca Foods Corporation - Active United States Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations –</u> <u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
BLUE LABEL	117,837	08/07/17
BLUE BOY	209,904	03/02/26
FARM KITCHEN	255,953	04/30/29
ORCHARD FARM (Stylized)	316,840	09/04/34
BLUE BOY (Stylized)	402,666	08/10/43
BLUE BOY (Stylized)	566,055	10/28/52
AUNT NELLIE'S	631,436	07/24/56
KITCHEN QUEEN	646,559	06/04/57
LIBERTY	651,279	09/03/57
OLD STYLE	794,167	08/10/65
GOLDEN BUTTER BEANS	954,530	03/06/73
MONROE	1,036,922	03/30/76
VICTORY	1,257,725	11/15/83
BLUE LABEL	1,273,712	04/10/84
SENECA (and Design)	1,282,687	06/19/84
AUNT NELLIE'S	1,319,603	02/12/85
MORNING HARVEST	1,348,338	07/09/85
REBER	1,397,779	06/17/86
BELL	1,468,550	12/08/87
AUNT NELLIE'S	1,480,966	03/15/88
NATURE'S FAVORITE	1,493,344	06/21/88
NATURAL PACK	1,495,258	07/05/88
NATURE'S FAVORITE (and Design)	1,509,393	10/18/88
SENECA BLUSH GRAPE JUICE	1,642,219	04/23/91
LOHMANN	1,806,277	11/23/93
ANTOINES	1,809,441	12/07/93
JUMBO-CAN	1,921,291	09/19/95
ORCHARD FARM (and Design)	2,141,373	03/03/98
ORCHARD FARM	2,152,872	04/21/98
PERFECTION	2,286,950	10/19/99
SENECA (and Design)	2,314,452	02/01/00

SCHEDULE B (con't)

Seneca Foods Corporation - Active United States Trademark Applications

Trademark or <u>Service Mark</u>	Pending Applications - United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
APPLE PLUS	75/371,383	10/10/97
SENECA (and Design)	76/481641	01/10/03
SALAD SINGLE	76/491233	02/19/03
JUICY JUNGLE	76/497350	03/12/03

Seneca Foods Corporation - Active Foreign Trademark Registrations/Applications

<u>Country</u>	<u>Registration/ Application Number</u>	<u>Trademark</u>	<u>Registration/ Application Date</u>
Argentina	1,536,062	SENECA	08/31/94
Bahrain	21,729	SENECA	03/11/97
Bahrain	21,730	SENECA	03/11/97
Belize	7361	SENECA	02/29/96
Benelux	485,720	SENECA	08/16/90
Brazil	817.771.360	SENECA	04/01/97
Brazil	818.844.639	SENECA	08/04/98
Brazil	818.844.647	SENECA	08/04/98
Canada	TMA 506,392	SENECA	01/12/99
Canada	379,033	AUNT NELLIE'S	02/01/91
Canada	290,913	SENECA	05/11/84
Chile	433,029	SENECA (and Design)	04/13/95
China	1,391,039	SENECA	04/28/00
China	1,060,823	SENECA	07/21/97
China	1,344,256	SENECA	12/14/99
China	1,043,129	SENECA	06/28/97
China	1,043,194	NATURE'S FAVORITE	06/28/97
China	1,943,293	LIBBY	10/07/02
Columbia	172,896	SENECA	01/20/95
Costa Rica	97981 (Class 32)	SENECA	11/21/96
CTM (Europe)	548,347	SENECA	04/19/99
Denmark	VR 1992 11734	SENECA	12/25/92
Ecuador	671/97	SENECA	03/26/97
Ecuador	672-97	SENECA	03/26/97
El Salvador	Reg. 29/Book 48	SENECA	02/05/97
El Salvador	524/96	SENECA	01/30/96
France	1,610,699	SENECA	08/21/90
Germany	2,003,337	SENECA	10/18/90
Guatemala	9918 (Class 32)	SENECA	
Honduras	66,786	SENECA	12/03/96
Ireland	142,240	SENECA	08/22/90

SCHEDULE B (con't)

<u>Country</u>	<u>Registration/ Application Number</u>	<u>Trademark</u>	<u>Registration/ Application Date</u>
Israel	104,039	SENECA	09/13/89
Israel	104,038	SENECA	06/03/98
Italy	601,171	SENECA	08/28/90
Japan	2,561,151	SENECA	07/30/93
Japan	2,516,923	SENECA	03/31/93
Korea	215,296	SENECA	06/18/91
Korea	231,365	SENECA	01/20/92
Mexico	448,671	SENECA	06/25/92
Portugal	266,891	SENECA	11/20/92
Portugal	266,890	SENECA	11/20/92
Saudi Arabia	397/29	SENECA	08/03/97
Saudi Arabia	397/30	SENECA	08/03/97
Singapore	4950/90	SENECA	07/11/97
South Africa	96/10,529	SENECA	08/01/96
South Africa	96/10,528	SENECA	08/01/96
Taiwan	521,423	SENECA	05/01/91
Taiwan	530,274	SENECA	08/01/91
Taiwan	522,873	SENECA	05/16/91
Taiwan	762,572	SENECA	05/16/97
Taiwan	781,830	SENECA	10/16/97
United Kingdom	1,435,509	SENECA	08/23/90