

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bloch & Guggenheimer, Inc. (as Grantor)		01/10/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper Inc. (as Administrative Agent)		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0751827	GRANDMA'S	
Registration Number:	2930701	GRANDMA'S	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-807-4350		
Email:	trademarks@bellboyd.com		
Correspondent Name:	Sana Hakim		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	109709-		
NAME OF SUBMITTER:	Sana Hakim		
Signature:	/sana hakim/		

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Date:

01/11/2006

Total Attachments: 4

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 10, 2006 (as amended, supplemented or otherwise modified from time to time, the "Supplemental IP Security Agreement"), is made by Bloch & Guggenheimer, Inc., a Delaware corporation (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 (the "Borrower") has entered into a Credit Agreement, dated as of October 14, 2004, as amended by the First Amendment dated as of March 30, 2005, the Second Amendment dated as of September 9, 2005 and the Third Amendment dated as of December 22, 2005 (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, Bank of America, N.A., successor by merger to Fleet National Bank, as syndication agent, and Lehman Commercial Paper Inc., as administrative agent.

WHEREAS, the Grantors have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 14, 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 the Borrower has agreed as a condition to the Third Amendment that the Grantor execute this Supplemental IP Security Agreement as a supplement to the Intellectual Property Security Agreement, dated as of October 14, 2004, previously executed by the Grantor for the purpose of recording the Supplemental IP Security Agreement 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental IP Security Agreement to be duly executed and delivered as of the date first above written.

BLOCH & GUGGENHEIMER, INC.

By: Robert C. Cantwell
Name: Robert C. Cantwell
Title: Executive Vice President of Finance

TRADEMARKS

Mark	Country	Serial/Reg. No.
GRANDMA'S	Greece	55.937
GRANDMA'S (in Katakana and Hiragana)	Japan	2163212
GRANDMA'S	Mexico	618505
GRANDMA'S	United States	751,827
GRANDMA'S Plus Design	United States	2,930,701
GRANDMA'S	Venezuela	128.107-F

PATENTS

None

COPYRIGHTS

None

TRADEMARK LICENSES

None