TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B&G Foods, Inc.		11/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	the Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	0311858	REGINA
Registration Number:	1002975	REGINA
Registration Number:	0614141	EB REGINA
Registration Number:	0793119	
Registration Number:	2099023	
Registration Number:	2119091	
Registration Number:	1135244	BRER RABBIT
Registration Number:	1134775	
Registration Number:	0134116	VERMONT MAID
Registration Number:	1285455	
Registration Number:	1386209	WRIGHT'S
Registration Number:	1330446	WRIGHT'S
Registration Number:	3687571	R
Registration Number:	3459775	R TRADEMARK

REEL: 004672 FRAME: 0143

Registration Number: | 3875681 | VELVET LIGHTLY SWEETENED WINE VINEGAR SMOOTH & SWEET

CORRESPONDENCE DATA

 Fax Number:
 (714)755-8290

 Phone:
 714-540-1235

 Email:
 ipdocket@lw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0392				
NAME OF SUBMITTER:	Anna T Kwan				
Signature:	/atk/				
Date:	12/05/2011				

Total Attachments: 15

source=Trademark Security Agmt#page1.tif
source=Trademark Security Agmt#page2.tif
source=Trademark Security Agmt#page3.tif
source=Trademark Security Agmt#page4.tif
source=Trademark Security Agmt#page5.tif
source=Trademark Security Agmt#page6.tif
source=Trademark Security Agmt#page7.tif
source=Trademark Security Agmt#page8.tif
source=Trademark Security Agmt#page8.tif
source=Trademark Security Agmt#page9.tif
source=Trademark Security Agmt#page10.tif
source=Trademark Security Agmt#page11.tif
source=Trademark Security Agmt#page12.tif
source=Trademark Security Agmt#page13.tif
source=Trademark Security Agmt#page13.tif
source=Trademark Security Agmt#page14.tif

source=Trademark Security Agmt#page15.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2011 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, this "Agreement"), is made by B&G FOODS, INC., a Delaware corporation, B&G FOODS NORTH AMERICA, INC., a Delaware corporation, and WILLIAM UNDERWOOD COMPANY, a Massachusetts business trust (collectively, the "Grantors") in favor of CREDIT SUISSE AG, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of November 30, 2011 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby collaterally pledges, assigns and transfers to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right title or interest (collectively, the "Trademark Collateral"): (i) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, logos and other source or business identifiers and designs, whether or not registered, (ii) all registration and applications therefor, including those listed on Schedule A attached hereto, (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

OC\1231012.1

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agr eement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Gove rning Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility, including PDF via email) shall be considered as an "original" signature page for purposes of this Agreement.

OC\1231012.1

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

B&G FOODS, INC.

By:

Name: Robert C. Cantwell

Title: Executive Vice President

STATE OF Jan Tersey)

SS.

COUNTY OF Morris

On this day of Moreover, 2011 before me personally appeared Robert C. Cantwell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of B&G Foods, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Beverly A. Bennett Notary Public of New Jersey Commission Expires 4/25/2012 IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

B&G FOODS NORTH AMERICA, INC.

By:

Vame: Robert C. Cantwell

Title: Executive Vice President of

Finance

COUNTY OF Morns

On this day of horror, 2011 before me personally appeared Robert C. Cantwell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of B&G Foods North America, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Beverly A. Bennett Notary Public of New Jersey Commission Expires 4/25/2012

Devery a Bennett

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

WILLIAM UNDERWOOD COMPANY

By:

Name: Robert C. Cantwell

Title: Executive Vice President of

Finance

STATE OF New Jersey

COUNTY OF Morris

On this A day of New 2011 before me personally appeared Robert C. Cantwell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of William Underwood Company, who being by me duly sworn did depose and say that he is an authorized officer of said organization, that the said instrument was signed on behalf of said organization as authorized by its Board of Trustees and that he acknowledged said instrument to be the free act and deed of said organization.

Beverly A. Bennett Notary Public of New Jersey Commission Expires 4/25/2012 Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By:

Name:

ROBERT HETU

Title:

MANAGING DIRECTOR

By:

Name:

Rahul Parmar

Associate

Title:

Trademark Security Agreement

SCHEDULE A to TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademarks

Owner Name	Mark	Country	Status	File Date	Application #	Registratio n Date	Registration #	Classes
B&G Foods North America	BAKER'S JOY	UNITED STATES	REGISTERED	9/21/1984	73/500,601	7/2/1985	1,346,537	29
B&G Foods North America	KLEEN GUARD	UNITED STATES	REGISTERED	5/3/1965	72/217,825	5/24/1966	808,742	6
B&G Foods North America	KLEEN GUARD	UNITED STATES	REGISTERED	2/24/1965	72/212,629	5/31/1966	809,074	4
B&G Foods North America	KLEEN GUARD	UNITED STATES	REGISTERED	5/3/1965	72/217,826	5/31/1966	809,403	52
B&G Foods North America	MOLLY MCBUTTER	UNITED STATES	REGISTERED	11/20/1989	74/003,471	8/14/1990	1,609,989	30
B&G Foods North America	MOLLY MCBUTTER	UNITED STATES	REGISTERED	10/11/1988	73/758,141	8/29/1989	1,553,930	30
B&G Foods North America	MRS. DASH	UNITED STATES	REGISTERED	12/9/1983	73/456,266	2/19/1985	1,321,064	30
B&G Foods North America	STATIC GUARD	UNITED STATES	REGISTERED	8/4/2000	76/107,682	11/18/2003	2,783,542	1
B&G Foods North America	SUGAR TWIN	UNITED STATES	REGISTERED	1/31/1978	73/157,139	1/30/1979	1,112,044	001, 030
B&G Foods North America	SUGAR TWIN	UNITED STATES	REGISTERED	1/15/1973	72/446,065	1/1/1974	976,043	46
B&G Foods North America	PAPA DASH	UNITED STATES	REGISTERED	1/14/1991	74/130,465	12/10/1991	1,667,777	30
B&G Foods, Inc.	REGINA	UNITED STATES	REGISTERED	11/21/1933	71/343,918	4/10/1934	311,858	47
B&G Foods, Inc.	REGINA	UNITED STATES	REGISTERED	1/31/1974	73/012,257	1/28/1975	1,002,975	30
B&G Foods, Inc.	EB REGINA & Design	UNITED STATES	REGISTERED	3/11/1954	71/662,428	10/11/1955	614,141	30
B&G Foods, Inc.	REGINA BOTTLE DESIGN	UNITED STATES	REGISTERED	5/11/1964	72/193,213	7/20/1965	793,119	46
B&G Foods, Inc.	REGINA BOTTLE DESIGN II	UNITED STATES	REGISTERED	6/7/1996	75/115,621	9/23/1997	2,099,023	30
B&G Foods, Inc.	REGINA BOTTLE DESIGN I	UNITED STATES	REGISTERED	6/7/1996	75/120,449	12/9/1997	2,119,091	30
B&G Foods, Inc.	BRER RABBIT	UNITED STATES	REGISTERED	1/29/1979	73/201,841	5/13/1980	1,135,244	30
B&G Foods, Inc.	Miscellaneous Design (Brer Rabbit)	UNITED STATES	REGISTERED	1/29/1979	73/201,767	5/6/1980	1,134,775	30
B&G Foods, Inc.	VERMONT MAID	UNITED STATES	REGISTERED	6/10/1919	71/119,459	8/10/1920	134,116	46
B&G Foods, Inc.	VERMONT MAID & Design	UNITED STATES	REGISTERED	4/22/1983	73/422,738	7/10/1984	1,285,455	30

OC\1231012.1

Owner Name	Mark	Country	Status	File Date	Application #	Registratio n Date	Registration #	Classes
B&G Foods, Inc.	WRIGHT'S	UNITED STATES	REGISTERED	7/22/1985	73/549,382	3/11/1986	1,386,209	30
B&G Foods, Inc.	WRIGHT'S & Design	UNITED STATES	REGISTERED	8/30/1983	73/441,672	4/16/1985	1,330,446	30
B&G Foods, Inc.	R & Design	UNITED STATES	REGISTERED	1/3/2006	78/783,921	9/22/2009	3,687,571	33
B&G Foods, Inc.	R & Design	UNITED STATES	REGISTERED	1/3/2006	78/980,246	7/1/2008	3,459,775	30
B&G Foods, Inc.	VELVET LIGHTLY SWEETENED WINE VINEGAR SMOOTH & SWEET & Design	UNITED STATES	REGISTERED	10/8/2009	77/844,070	11/16/2010	3,875,681	30
B&G Foods North America, Inc.	ALL-CRISP	UNITED STATES	REGISTERED	8/17/1955	71/693,247	9/25/1956	634,932	46
B&G Foods North America, Inc.	B & G	UNITED STATES	REGISTERED	4/25/1995	74/665,589	3/19/1996	1,963,345	29
B&G Foods North America, Inc.	B&G	UNITED STATES	REGISTERED	4/25/1995	74/664,919	3/19/1996	1,963,338	30
B&G Foods North America, Inc.	B&G BLOCH GUGGENHEIMER & Design	UNITED STATES	REGISTERED	7/26/1989	73/815,049	6/11/1991	1,647,533	029, 030
B&G Foods North America, Inc.	B&G SANDWICH TOPPERS	UNITED STATES	REGISTERED	11/1/1995	75/013,292	4/1/1997	2,048,777	29
B&G Foods North America, Inc.	B & G SANDWICH TOPPERS	UNITED STATES	REGISTERED	6/25/1997	75/314,772	5/19/1998	2,159,048	29
B&G Foods North America, Inc.	CHEF Design	UNITED STATES	REGISTERED	3/20/1969	72/322,325	3/10/1970	887,579	30
B&G Foods North America, Inc.	CHEF Design	UNITED STATES	REGISTERED	10/15/1925	71/221,739	4/6/1926	211,291	30
B&G Foods North America, Inc.	CHEF Design	UNITED STATES	REGISTERED	9/18/1939	71/423,696	1/23/1940	374,805	30
B&G Foods North America, Inc.	GRANDMA'S & Design	UNITED STATES	REGISTERED	11/13/2003	78/327,703	3/8/2005	2,930,701	30
B&G Foods North America, Inc.	NEW YORK DELI STYLE PICKLES & Design	UNITED STATES	REGISTERED	9/1/1989	73/822,965	8/25/1992	1,710,207	29
B&G Foods North America, Inc.	MAPLE GROVE FARMS	UNITED STATES	REGISTERED	8/27/1992	74/308,068	7/27/1993	1,784,306	30
B&G Foods North America, Inc.	VERMONT SUGAR FREE	UNITED STATES	REGISTERED	1/19/1993	74/349,789	5/3/1994	1,835,046	30
B&G Foods North America, Inc.	VERMONT SUGAR FREE	UNITED STATES	REGISTERED	5/2/2000	76/039,480	2/12/2002	2,537,805	30
B&G Foods North America, Inc.	NEW ENGLAND FARMHOUSE PANCAKE SYRUP	UNITED STATES	REGISTERED	12/27/1993	74/474,993	11/7/1995	1,933,973	30
B&G Foods North America, Inc.	COZY COTTAGE	UNITED STATES	REGISTERED	2/14/1997	75/241,997	6/30/1998	2,170,428	30
B&G Foods North America, Inc.	MAPLE GROVE FARMS OF VERMONT	UNITED STATES	REGISTERED	4/9/1998	75/465,311	12/7/1999	2,297,585	030, 029
B&G Foods North America, Inc.	DON'T DARE CALL IT JELLY!	UNITED STATES	REGISTERED	2/8/1999	75/639,271	3/23/2004	2,825,356	29

Owner Name	Mark	Country	Status	File Date	Application #	Registratio n Date	Registration #	Classes
B&G Foods North America, Inc.	DON'T DARE CALL IT JELLY!	UNITED STATES	REGISTERED	5/26/1992	74/279,075	2/9/1993	1,751,430	29
B&G Foods North America, Inc.	ALL FRUIT	UNITED STATES	REGISTERED	12/22/1989	74/014,101	4/26/1994	1,832,827	29
B&G Foods North America, Inc.	LAS PALMAS	UNITED STATES	REGISTERED	10/22/1993	74/450,019	9/6/1994	1,852,514	029, 030
B&G Foods North America, Inc.	LAS PALMAS	UNITED STATES	REGISTERED	3/2/1953	71/642,994	11/3/1953	582,054	46
B&G Foods North America, Inc.	POLANER	UNITED STATES	REGISTERED	6/29/1990	74/074,374	7/9/1991	1,650,259	029, 030
B&G Foods North America, Inc.	POLANER	UNITED STATES	REGISTERED	10/6/1953	71/654,275	10/12/1954	596,870	46
B&G Foods North America, Inc.	POLANER FANCY FRUIT	UNITED STATES	REGISTERED	9/22/1986	73/621,247	6/27/1989	1,545,485	29
B&G Foods North America, Inc.	JAM LOVER'S & Design	UNITED STATES	REGISTERED	2/27/1973	72/449,928	7/9/1974	987,993	46
B&G Foods North America, Inc.	B & M	UNITED STATES	REGISTERED	5/19/1954	71/666,629	3/1/1955	602,802	46
B&G Foods North America, Inc.	JOAN OF ARC	UNITED STATES	REGISTERED	6/30/1988	73/740,761	3/14/1989	1,529,889	29
B&G Foods North America, Inc.	JOAN OF ARC & Design	UNITED STATES	REGISTERED	6/4/1962	72/146,056	3/5/1963	746,320	46
B&G Foods North America, Inc.	Miscellaneous Design (Shield)	UNITED STATES	REGISTERED	2/21/1966	72/239,273	5/9/1967	828,652	46
B&G Foods North America, Inc.	Miscellaneous Design (Shield)	UNITED STATES	REGISTERED	2/21/1966	72/239,272	5/9/1967	828,651	46
B&G Foods North America, Inc.	MAPLE GROVE FARMS & Design	UNITED STATES	REGISTERED	3/7/2001	76/221,064	9/3/2002	2,614,593	30
B&G Foods North America, Inc.	MAPLE GROVE FARMS OF VERMONT & Design	UNITED STATES	REGISTERED	3/7/2001	76/220,904	8/6/2002	2,604,164	029, 030
B&G Foods North America, Inc.	POLANER SPREADABLE	UNITED STATES	REGISTERED	8/10/2001	76/298,680	8/5/2003	2,748,239	29
B&G Foods North America, Inc.	MAPLE GROVE FARMS OF VERMONT & Design	UNITED STATES	REGISTERED	1/28/2002	76/364,526	12/3/2002	2,656,414	29
B&G Foods North America, Inc.	MAPLE GROVE FARMS OF VERMONT & Design	UNITED STATES	REGISTERED	1/28/2002	76/364,525	10/29/2002	2,642,809	30
B&G Foods North America, Inc.	LAS PALMAS & Design	UNITED STATES	REGISTERED	4/14/2003	76/506,190	9/28/2004	2,888,450	029, 030
B&G Foods North America, Inc.	DULCITO	UNITED STATES	REGISTERED	6/6/1972	72/426,475	8/7/1973	965,698	46
B&G Foods North America, Inc.	TORRIDO	UNITED STATES	REGISTERED	6/6/1972	72/426,476	7/23/1974	989,073	46
B&G Foods North America, Inc.	TORRIDO & Design	UNITED STATES	REGISTERED	8/31/1965	72/226,868	11/29/1966	819,665	46
B&G Foods North America, Inc.	INDI-PEP	UNITED STATES	REGISTERED	9/7/1973	73/000,379	12/17/1974	999,803	30
B&G Foods North America, Inc.	MEXICAN MEALS MADE EASY	UNITED STATES	REGISTERED	8/24/1998	75/541,739	8/10/1999	2,269,133	30

Owner Name	Mark	Country	Status	File Date	Application #	Registratio n Date	Registration #	Classes
B&G Foods North America, Inc.	MEXI-PEP	UNITED STATES	REGISTERED	3/14/1927	71/245,762	7/19/1927	230,395	46
B&G Foods North America, Inc.	CHEF MAGIC	UNITED STATES	REGISTERED	1/13/1983	73/409,431	4/17/1984	1,274,499	30
B&G Foods North America, Inc.	TRAPPEY'S	UNITED STATES	REGISTERED	1/18/1967	72/262,822	2/27/1968	845,099	46
B&G Foods North America, Inc.	ORTEGA	UNITED STATES	REGISTERED	3/22/1994	74/503,825	3/14/1995	1,883,777	30
B&G Foods North America, Inc.	ORTEGA	UNITED STATES	REGISTERED	6/30/1975	73/056,527	10/5/1976	1,049,767	30
B&G Foods North America, Inc.	ORTEGA	UNITED STATES	REGISTERED	1/14/1993	74/348,596	11/29/1994	1,865,107	029, 030
B&G Foods North America, Inc.	ORTEGA	UNITED STATES	REGISTERED	4/12/1995	74/660,631	11/5/1996	2,013,197	30
B&G Foods North America, Inc.	ORTEGA	UNITED STATES	REGISTERED	6/12/1997	75/311,963	6/16/1998	2,165,889	30
B&G Foods North America, Inc.	ORTEGA	UNITED STATES	REGISTERED	1/7/1997	75/222,090	1/6/1998	2,127,230	29
B&G Foods North America, Inc.	ORTEGA	UNITED STATES	REGISTERED	9/15/2006	77/000,825	6/3/2008	3,438,792	30
B&G Foods North America, Inc.	ORTEGA Bottle Design	UNITED STATES	REGISTERED	7/22/1999	75/757,169	6/19/2001	2,460,967	30
B&G Foods North America, Inc.	ORTEGA & Design	UNITED STATES	REGISTERED	9/8/1998	75/549,467	8/10/1999	2,269,159	029, 030
B&G Foods North America, Inc.	ORTEGA & Design	UNITED STATES	REGISTERED	7/19/1954	71/670,169	6/14/1955	607,388	46
B&G Foods North America, Inc.	ORTEGA & Design	UNITED STATES	REGISTERED	11/4/1960	72/107,833	12/5/1961	724,887	46
B&G Foods North America, Inc.	ORTEGA & Design	UNITED STATES	REGISTERED	9/8/1998	75/549,469	8/10/1999	2,269,160	029, 030
B&G Foods North America, Inc.	ORTEGA & Design	UNITED STATES	REGISTERED	9/15/2006	77/000,833	6/3/2008	3,438,793	30
B&G Foods North America, Inc.	ORTEGA & Design	UNITED STATES	REGISTERED	9/28/1998	75/558,870	8/10/1999	2,269,212	029, 030
B&G Foods North America, Inc.	Miscellaneous Design	UNITED STATES	REGISTERED	5/1/1967	72/270,438	9/3/1968	856,105	46
B&G Foods North America, Inc.	NEW ENGLAND'S FINEST	UNITED STATES	REGISTERED	7/26/2004	78/456,806	11/29/2005	3,022,239	029, 030
B&G Foods North America, Inc.	B&M BURNHAM & MORRILL NEW ENGLAND'S FINEST & Design	UNITED STATES	REGISTERED	7/28/2004	78/457,968	10/17/2006	3,160,100	029, 030
B&G Foods North America, Inc.	NOTHING BUT THE GOOD STUFF	UNITED STATES	REGISTERED	6/23/2005	78/978,038	10/16/2007	3,314,898	29
B&G Foods North America, Inc.	GRANDMA'S	UNITED STATES	REGISTERED	8/20/1962	72/151,470	6/25/1963	751,827	46
B&G Foods North America, Inc.	CREAM OF WHEAT Stylized	UNITED STATES	REGISTERED	10/15/1925	71/221,738	4/12/1927	226,621	46
B&G Foods North America, Inc.	CREAM OF WHEAT Stylized	UNITED STATES	REGISTERED	9/18/1939	71/423,694	8/20/1940	380,284	30
B&G Foods North America, Inc.	CREAM OF RICE Stylized	UNITED STATES	REGISTERED	11/26/1937	71/400,154	4/19/1938	356,247	46

Owner Name	Mark	Country	Status	File Date	Application #	Registratio n Date	Registration #	Ciasses
B&G Foods North America, Inc.	CREAM OF WHEAT & Design	UNITED STATES	REGISTERED	12/09/1899	71/060,158	1/23/1900	34,067	46
B&G Foods North America, Inc.	CREAM OF WHEAT & Design	UNITED STATES	REGISTERED	10/15/1925	71/221,740	4/6/1926	211,290	46
B&G Foods North America, Inc.	CREAM OF WHEAT & Design	UNITED STATES	REGISTERED	9/18/1939	71/423,695	6/4/1940	378,247	46
B&G Foods North America, Inc.	CREMA DE ARROZ	UNITED STATES	REGISTERED	12/5/1996	75/208,676	12/9/1997	2,119,757	30
B&G Foods North America, Inc.	GET YOUR GRANDMA OUT MORE OFTEN!	UNITED STATES	REGISTERED	2/20/2009	77/674,436	6/1/2010	3,796,961	30
B&G Foods North America, Inc.	JOAN OF ARC & Design	UNITED STATES	REGISTERED	10/14/2009	77/848,772	6/8/2010	3,799,166	29
B&G Foods North America, Inc.	WHERE FLAVOR & HEAT MEET!	UNITED STATES	REGISTERED	2/5/2010	77/929,383	4/12/2011	3,945,774	30
B&G Foods North America, Inc.	MEXICAN MEALS MADE EASY	UNITED STATES	REGISTERED	2/26/2010	77/946,162	3/15/2011	3,932,533	030, 029
B&G Foods North America, Inc.	VIOLET	UNITED STATES	REGISTERED	4/9/1964	72/190,769	9/7/1965	795,652	46
B&G Foods North America, Inc.	SCLAFANI	UNITED STATES	REGISTERED	4/3/1996	75/083,217	7/15/1997	2,078,857	29
B&G Foods North America, Inc.	ANNESE	UNITED STATES	REGISTERED	2/20/2009	77/675,138	2/9/2010	3,747,941	29
B&G Foods North America, Inc.	FATTORIA FRESCA	UNITED STATES	REGISTERED	6/4/2009	77/752,262	9/21/2010	3,851,818	29
B&G Foods North America, Inc.	DONPEPINO & Design	UNITED STATES	REGISTERED	4/10/1996	75/090,062	9/23/1997	2,098,899	029, 030
B&G Foods North America, Inc.	DON PEPINO & Design	UNITED STATES	REGISTERED	5/23/1969	72/328,210	10/6/1970	900,371	46
B&G Foods North America, Inc.	SCLAFANI	UNITED STATES	REGISTERED	4/3/1996	75/083,203	12/25/2007	3,360,094	29
B&G Foods North America, Inc.	SCLAFANI	UNITED STATES	REGISTERED	11/19/1991	74/223,216	11/17/1992	1,733,345	030, 029
B&G Foods North America, Inc.	Miscellaneous Design	UNITED STATES	REGISTERED	11/19/1991	74/223,215	2/16/1993	1,752,733	029, 030
B&G Foods North America, Inc.	DON PEPINO	UNITED STATES	REGISTERED	3/12/1957	72/026,029	2/4/1958	658,138	46
B&G Foods North America, Inc.	DON PEPINO & Design	UNITED STATES	REGISTERED	5/16/1963	72/169,087	4/21/1964	768,465	46
B&G Foods North America, Inc.	SCLAFANI	UNITED STATES	REGISTERED	7/6/2007	77/223,722	5/31/2011	3,970,859	29
B&G Foods North America, Inc.	B&G (Logo)	UNITED STATES	PENDING	6/30/2011	85/361,134		, ,	29, 30
B&G Foods North America, Inc.	CREAM OF WHEAT	UNITED STATES	PENDING	8/25/2011	85/406,799		, .	30
B&G Foods North America, Inc.	CREAM OF RICE	UNITED STATES	PENDING	8/24/2011	85/405,593		- roue	30
B&G Foods North America, Inc.	CREAM OF WHEAT & Design	UNITED STATES	PENDING	8/24/2011	85/405,596			30
B&G Foods North America, Inc.	CREAM OF RICE & Design	UNITED STATES	PENDING	8/24/2011	85/405,599			30
William Underwood Company	ACCENT & Design	UNITED STATES	REGISTERED	7/22/1975	73/058,410	2/17/1976	1,034,024	30

Owner Name	Mark	Country	Status	File Date	Application #	Registratio n Date	Registration #	Classes
William Underwood Company	AC'CENT	UNITED STATES	REGISTERED	1/30/1947	71/516,611	1/6/1948	435,707	46
William Underwood Company	ACCENT & Design	UNITED STATES	REGISTERED	12/7/1977	73/151,249	8/8/1978	1,098,941	30
William Underwood Company	DEVILICIOUS	UNITED STATES	REGISTERED	10/9/1981	73/331,851	12/21/1982	1,221,083	29
William Underwood Company	DEVIL DESIGN	UNITED STATES	REGISTERED	4/28/1959	72/072,459	1/5/1960	691,019	46
William Underwood Company	DEVIL DESIGN	UNITED STATES	REGISTERED	1/22/1914	71/075,374	10/13/1914	100,229	46
William Underwood Company	DEVIL DESIGN	UNITED STATES	REGISTERED	1/17/1980	73/246,569	7/7/1981	1,160,186	29
William Underwood Company	RED DEVIL SNACKER	UNITED STATES	REGISTERED	4/12/1993	74/377,814	7/5/1994	1,843,802	29
William Underwood Company	SA-SON AC'CENT	UNITED STATES	REGISTERED	10/21/1965	72/230,835	7/18/1967	832,252	46
William Underwood Company	SELLS	UNITED STATES	REGISTERED	7/31/1961	72/123,941	11/27/1962	741,378	46
William Underwood Company	UNDERWOOD & Design	UNITED STATES	REGISTERED	1/17/1980	73/246,570	7/7/1981	1,160,187	29
William Underwood Company	UNDERWOOD & Design	UNITED STATES	REGISTERED	10/11/1938	71/411,513	5/23/1939	367,570	46
William Underwood Company	UNDERWOOD & Design	UNITED STATES	REGISTERED	2/25/1963	72/163,442	11/5/1963	759,785	46
William Underwood Company	UNDERWOOD & Design	UNITED STATES	PENDING	6/29/2011	85/359,190			29
William Underwood Company	WAKES UP FOOD FLAVOR!	UNITED STATES	REGISTERED	12/23/1970	72/379,397	12/14/1971	0,925,617	30
William Underwood Company	FRIEND'S & Design	UNITED STATES	REGISTERED	8/27/1956	72/014,640	1/7/1958	0,656,889	30

RECORDED: 12/05/2011