TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chipita America, Inc.		10/31/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	B&G Foods North America, Inc.
Street Address:	Four Gatehall Drive
Internal Address:	Suite 110
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	0920822	DEVONSHEER
Registration Number:	2300123	DEVONSHEER
Registration Number:	1497300	FLATS
Registration Number:	1597681	JJFLATS
Registration Number:	0566424	MELBA ROUNDS
Registration Number:	0720082	OLD LONDON
Registration Number:	2024973	OLD LONDON
Registration Number:	2524814	OLD LONDON
Registration Number:	1300833	TOASTETTES
Registration Number:	0937699	WAFFIES
Registration Number:	2680010	BROWNSTONE BAKING CO.
Registration Number:	3699563	NEW YORK STYLE FOCACCIA STICKS
Registration Number:	4046134	NEW YORK STYLE BRAND BAKERY RISOTTO CHIPS

CH $590.00 0920822

Registration Number:	3367383	PRETZEL FLATZ
Registration Number:	1306252	BAGEL CRISPS
Registration Number:	2349093	PANETINI
Registration Number:	1515619	NEW YORK STYLE
Registration Number:	1456716	BURNS & RICKER
Registration Number:	1562411	PITA CRISPS
Registration Number:	1684571	CRISPINI
Registration Number:	2584682	BURNS & RICKER CRISPINI
Registration Number:	3165358	NEW YORK STYLE BRAND BAKERY
Registration Number:	3518536	NEW YORK STYLE BRAND BAKERY

CORRESPONDENCE DATA

Fax Number: 3128278185

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

Phone: 312-807-4350

Email: chicago.trademarks@klgates.com, sana.hakim@klgates.com

Correspondent Name: Sana Hakim c/o K&L Gates LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3709483
NAME OF SUBMITTER:	Sana Hakim
Signature:	/sh/
Date:	11/01/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of October 31, 2012, between CHIPITA AMERICA, INC., a Florida corporation ("Seller") and B&G FOODS NORTH AMERICA, INC., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, and, solely for purposes of Articles X and XI thereof, Chipita S.A., a corporation organized under the laws of Greece, dated as of September 19, 2012 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office; and

WHEREAS, Burns & Ricker, Inc., a Delaware corporation, has been merged into Seller and all intellectual property owned by Burns & Ricker is also hereby conveyed, transferred and assigned to Buyer under the terms of the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and the inventions claimed therein including all improvements thereon and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals and substitutions thereof and all foreign rights, including the right to make application for said inventions in any and all foreign countries and the right to claim priority as to the filing date under the International Convention for the Protection of Industrial Property, or on any other international agreement, on the basis of said patents and patent applications (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto and the trademarks set forth therein, together with the goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies,

pursuant to the Asset Purchase Agreement, the transfer of that portion of Seller's business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations and applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing for the period prior to the effective date hereof; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, required to ensure that the Assigned IP is properly assigned to Buyer.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Seller and Buyer have duly executed this IP Assignment as of the date first written above.

CHIPITA AMERICA, INC.

By: _____
Name: Georgios Chalkias
Title: President and Chief Executive Officer

By: _____
Name: Antonios Pouftis
Title: Chief Financial Officer

B&G FOODS NORTH AMERICA, INC.

By: _____
Name: Robert C. Cantwell
Title: Executive Vice President

TRADEMARK
REEL: 004892 FRAME: 0489

IN WITNESS WHEREOF, Seller and Buyer have duly executed this IP Assignment as of the date first written above.

CHIPITA AMERICA, INC.

By: _____
Name: Georgios Chalkias
Title: President and Chief Executive Officer

By: _____
Name: Antonios Pouftis
Title: Chief Financial Officer

B&G FOODS NORTH AMERICA, INC.

By: _____
Name: Robert C. Cantwell
Title: Executive Vice President

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SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. UNITED STATES

A. Registrations

Mark	Registration Date	Registration No.
DEVONSHEER	9/21/1971	920822
DEVONSHEER & DESIGN	12/14/1999	2300123
FLATS	7/19/1988	1497300
JJ FLATS (stylized)	5/22/1990	1597681
MELBA ROUNDS (stylized)	11/4/1952	566424
OLD LONDON and Design (1)	8/15/1961	720082
OLD LONDON and Design (2)	12/24/1996	2024973
OLD LONDON and Design (3)	1/1/2002	2524814
TOASTETTES	10/16/1984	1300833
WAFFIES	7/11/1972	937699
BROWNSTONE BAKING CO.	1/28/2003	2680010
NEW YORK STYLE FOCCACIA STICKS and Design	10/20/2009	3699563
NEW YORK STYLE BRAND BAKERY RISOTTO CHIPS and Design	10/25/2011	4046134
PRETZEL FLATZ	1/8/2008	3367383
BAGEL CRISPS	11/20/1984	1306252
PANETINI	5/9/2000	2349093
NEW YORK STYLE	12/6/1988	1515619
BURNS & RICKER	9/8/1987	1456716
PITA CRISPS	10/24/1989	1562411
CRISPINI	4/28/1992	1684571
BURNS & RICKER CRISPINI and Design	6/25/2002	2584682
NEW YORK STYLE BRAND BAKERY and Design	10/31/2006	3165358

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Mark	Registration Date	Registration No.
NEW YORK STYLE BRAND BAKERY	10/14/2008	3518536

B. Applications

None.

2. FOREIGN

A. Registrations

Country	Mark	Registration Date	Registration No.
Australia	BURNS & RICKER	5/31/1995	662416
Canada	DEVONSHEER	12/21/2010	TMA785615
Canada	DEVONSHEER and Design	12/21/2010	TMA785614
Canada	TOASTETTES	10/25/1991	TMA389533
Canada	WAFFIES	7/12/1963	TMA131785
Canada	BROWNSTONE BAKING CO and Design	9/12/2008	TMA723526
Canada	BROWNSTONE BAKING CO.	1/30/2008	TMA706123
Canada	ARCH & WHEAT Design	9/15/1989	TMA360331
Canada	BURNS & RICKER	10/2/1998	TMA501660
Canada	WHEAT Design	10/27/1989	TMA361214
Canada	NEW YORK STYLE	6/29/1990	TMA369890
Canada	BAGEL CRISPS	7/3/1987	TMA329437
China	NEW YORK STYLE Design	7/14/2010	7151928
France	BURNS & RICKER	5/23/2005	95572776
Greece	BURNS & RICKER	6/15/1995	124803
Israel	BURNS & RICKER	6/16/1995	99180
Israel	NEW YORK STYLE & DESIGN	12/9/2007	180174
Kuwait	BURNS & RICKER	10/23/2005	29674
Madrid Protocol	NEW YORK STYLE BRAND BAKERY & DESIGN	4/28/2005	860404
Mexico	NEW YORK STYLE BRAND BAKERY & DESIGN	8/23/2005	896145

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Country	Mark	Registration Date	Registration No.
New Zealand	NEW YORK STYLE BRAND BAKERY & DESIGN	4/29/2005	728892
United Kingdom	BURNS & RICKER	1/19/1996	2020949

B. Applications

None.

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SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None

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