TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DeMet's Candy Company		05/06/2013	CORPORATION: DELAWARE

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: 5

Property Type	Number	Word Mark
Registration Number:	3522373	TRUENORTH
Registration Number:	3570044	TRUENORTH
Registration Number:	3517094	TRUENORTH
Registration Number:	3718968	TRUENORTH
Registration Number:	3712864	YOUR TRUENORTH IS CALLING

CH $140.00 3522373

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:	3709483-00053
NAME OF SUBMITTER:	Sana Hakim
Signature:	/sh/
Date:	05/17/2013

Total Attachments: 6
source=truenorth Intellectual Property Assignment Agreement (Executed)#page1.tif
source=truenorth Intellectual Property Assignment Agreement (Executed)#page2.tif
source=truenorth Intellectual Property Assignment Agreement (Executed)#page3.tif
source=truenorth Intellectual Property Assignment Agreement (Executed)#page4.tif
source=truenorth Intellectual Property Assignment Agreement (Executed)#page5.tif
source=truenorth Intellectual Property Assignment Agreement (Executed)#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of May 6, 2013 (this "IP Assignment"), is entered into by and between DeMet's Candy Company, a Delaware 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, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned 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;

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 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 "Transferred Intellectual Property"):

(a) the trademarks and the registrations and applications therefor set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) the copyrights set forth in Schedule 2 (the "Copyrights");

(c) 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;

(d) 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; and

(e) 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, to ensure that the Transferred Intellectual Property is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Transferred Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Multiple Counterparts; Facsimile Signatures. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original signature page. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party which requests it.

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

6. Choice of Law. This IP Assignment and any claim, controversy or disputes arising under or related to this IP Assignment (whether for breach of contract, tortuous conduct or otherwise) shall be governed and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles (other than Section 5-1401 of the General Obligations Law of the State of New York).

[*Signature page follows*]

TRADEMARK
REEL: 005030 FRAME: 0687

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

B&G FOODS NORTH AMERICA, INC.

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

DEMET'S CANDY COMPANY

By _____
Name: Scott E. Hilley
Title: Chief Financial Officer

TRADEMARK
REEL: 005030 FRAME: 0688

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

B&G FOODS NORTH AMERICA, INC.

By _____

Name:

Title:

DEMET'S CANDY COMPANY

By _____

Name: Scott E. Hilley

Title: Chief Financial Officer

TRADEMARK
REEL: 005030 FRAME: 0689

SCHEDULES

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Application Date	Application No.	Registration Date	Registration No.	Status	Action Due	Due Date
TRUENORTH (stylized) TRUE NORTH	Canada	9/2/2008	1409951			Allowed	Declaration of Use	6/17/2013
TRUENORTH (stylized) TRUE NORTH	Canada	2/7/2007	1335504	8/26/2009	TMA746299	Registered	Renewal	8/26/2024
TRUENORTH	Canada	2/7/2007	1335505	8/26/2009	TMA746300	Registered	Renewal	8/26/2024
TRUENORTH, VIVEZ VOTRE PASSION	Canada	9/15/2008	1411700			Allowed	Declaration of Use	9/15/2013
YOUR TRUENORTH IS CALLING	Canada	9/2/2008	1409950			Allowed	Declaration of Use	6/17/2013
TRUENORTH	United States	1/4/2007	77/975,836	10/21/2008	3,522,373	Registered	Affidavit of Use	10/21/2014
TRUENORTH (stylized)	United States	7/30/2008	77/534,588	2/3/2009	3,570,044	Registered	Affidavit of Use	2/3/2015

TRUE NORTH								

Trademark	Country	Application Date	Application No.	Registration Date	Registration No.	Status	Action Due	Due Date
TRUENORTH (stylized) TRUE NORTH	United States	12/18/2006	77/066,380	10/14/2008	3,517,094	Registered	Affidavit of Use	10/14/2014
TRUENORTH	United States	1/4/2007	77/075,980	12/1/2009	3,718,968	Registered	Affidavit of Use	12/1/2015
YOUR TRUENORTH IS CALLING	United States	6/3/2008	77/489,724	11/17/2009	3,712,864	Registered	Affidavit of Use	11/17/2015

SCHEDULE 2

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

Common law copyrights in the packaging designs used in the Purchased Products

RECORDED: 05/17/2013

TRADEMARK
REEL: 005030 FRAME: 0691