

## 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																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>B&amp;G Equipment Company, Inc.(f/k/a B&amp;G Acq. Corp.)</td> <td></td> <td>12/20/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	B&G Equipment Company, Inc.(f/k/a B&G Acq. Corp.)		12/20/2013	CORPORATION: DELAWARE							
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CORRESPONDENCE DATA																		
<p>Fax Number: 2156653165  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 215-665-3076        Email: susan.montella@obermayer.com        Correspondent Name: Dominic Liberi, Esq.        Address Line 1: 1617 JFK Blvd., 19th Floor        Address Line 4: Philadelphia, PENNSYLVANIA 19103</p>																		
NAME OF SUBMITTER:	Susan M. Montella																	

Signature:	/smm/
Date:	01/08/2014
Total Attachments: 4 source=trademrk assign#page1.tif source=trademrk assign#page2.tif source=trademrk assign#page3.tif source=trademrk assign#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered by **B&G Equipment Company, Inc.** (f/k/a B&G Acq. Corp.), a Delaware corporation with a mailing address of 135 Region South Drive, Jackson, Georgia 30233 ("Assignor"), in favor of **M&T Bank**, a New York chartered bank and trust company with a mailing address of 2003 South Easton Road, Suite 204, Doylestown, Pennsylvania 18901 ("Assignee").

WHEREAS, this Assignment is being executed contemporaneously with that certain Loan Agreement of even date herewith, entered into by and between Assignor and Assignee (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"). Capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

WHEREAS, this Assignment is executed and delivered in connection with the Loan Agreement, pursuant to the terms and conditions of which Assignor agreed to assign, convey, transfer and deliver to Assignee, and Assignee agreed to accept, all right, title and interest in, to and under each Trademark set forth on Schedule A attached hereto (the "Acquired Trademarks") free and clear of all liens; and

WHEREAS, Assignor has used, is using and owns the Acquired Trademarks;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and delivers to Assignee, and its successors and assigns, all right, title and interest in, to and under the Acquired Trademarks, including without limitation the right to sue for past infringements, free and clear of all liens.
2. Further Assurances. Assignor hereby covenants and agrees that it will, at the request of Assignee and without further consideration, execute and deliver, and will cause its Affiliates, agents, directors, officers and employees to execute and deliver, such other instruments of sale, assignment, conveyance, transfer, and delivery, and take such other action, as may reasonably be necessary to more effectively sell, assign, convey, transfer and deliver to Assignee, and its successors and assigns, all right, title and interest in, to and under the Acquired Trademarks and to put Assignee in actual possession and operating control thereof, to assist Assignee in exercising all rights with respect thereto and to carry out the purpose and intent of this Assignment and the Loan Agreement.
3. No Modification of Representations, Warranties, Rights, Remedies, or Obligations. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Loan Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

4. Loan Agreement Incorporated by Reference. The terms of the Loan Agreement (including, without limitation, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Acquired Trademarks) are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Loan Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is entered into pursuant to, and is subject to the terms and conditions of, the Loan Agreement. In the event of any conflict or inconsistency between the terms of the Loan Agreement and the terms hereof, the terms of the Loan Agreement shall govern and control.

5. Reassignment. Upon complete performance by Assignor of all obligations under the Loan Agreement and full and indefeasible payment of all Indebtedness under the Loan Documents, Assignee covenants and agrees to reassign the Acquired Trademarks to Assignor without additional considerations at Assignor's sole cost and expense.

6. Continuing Obligations. Notwithstanding this Assignment, Assignor shall continue to protect and preserve the validity and effectiveness of the Acquired Trademarks at Assignor's sole cost and expense.

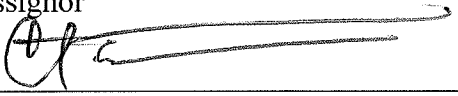
7. Choice of Law. This Assignment shall be governed by, and all disputes, claims or controversies relating to, arising out of, or in connection with this Assignment, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be resolved in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws rules. In the event that a dispute, claim or controversy relating to, arising out of, or in connection with this Assignment is not the subject of a claim for specific performance pursuant to Section 9.2 of the Loan Agreement or is not otherwise arbitrable under the Loan Agreement, such dispute, claim or controversy shall be subject to the exclusive jurisdiction of the Pennsylvania courts of the United States District Court for the Eastern District of Pennsylvania and no others. The parties hereby consent to the jurisdiction of the above designated courts and to the service of process by registered mail, return receipt requested, or by any other manner provided by the laws of the Commonwealth of Pennsylvania.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument. Any signature page delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party.

*[SIGNATURE PAGE FOLLOWS]*

Witness my hand and seal this 20th day of December 2013.

**B&G EQUIPMENT COMPANY, INC.,**  
as Assignor

By:   
Cecil E. Patterson, III, President

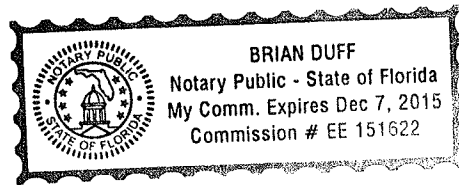
STATE OF Florida :  
COUNTY OF Palm Beach : SS

On this 20<sup>th</sup> day of December 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Cecil E. Patterson, III, who acknowledged himself to be President of B&G Equipment Company, Inc. (f/k/a B&G Acq. Corp.), a Delaware corporation (the "Company"), and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


  
NOTARY PUBLIC

My Commission expires: Dec 7, 2015



Schedule A to Trademark Assignment

**TRADEMARKS REGISTERED WITH  
THE UNITED STATES PATENT AND TRADEMARK OFFICE**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
EXTENDA-BAN	72241418	03/21/1966	828504	05/09/1967
B & G	73113969	01/28/1977	1113449	02/20/1979
B&G	78611663	04/19/2005	3210240	02/20/2007
 (DESIGN MARK FOR HAND-OPERATED SPRAYERS FOR PESTICIDE)	78961769	08/28/2006	3239891	05/08/2007