

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318407

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of the Conveyance from ASSIGNMENT OF THE ENTIRE INTEREST to a SECURITY INTEREST previously recorded on Reel 005189 Frame 0074. Assignor(s) hereby confirms the a continuing security interest in all of Assignor's right, title and interest in the Acquired Trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B&G Equipment Company (f/k/a B&G Acq. Corp.)		09/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	M&T Bank
Street Address:	2003 Sourth Easton Road
Internal Address:	Suite 204
City:	Doylestown
State/Country:	PENNSYLVANIA
Postal Code:	18901
Entity Type:	Chartered Bank and Trust Company: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0828504	EXTENDA-BAN
Registration Number:	1113449	B & G
Registration Number:	3210240	B&G
Registration Number:	3239891	

CORRESPONDENCE DATA

Fax Number: 2156653165
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-665-3217
Email: joseph.aceto@obermayer.com
Correspondent Name: Joseph F. Aceto Ph.D., Esq.
Address Line 1: 1617 JFK Blvd.
Address Line 2: 19th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	OBY 97 M&T CORRECTIVEACT
NAME OF SUBMITTER:	Joseph F. Aceto

TRADEMARK

SIGNATURE:	/Joseph F. Aceto/
DATE SIGNED:	09/30/2014
Total Attachments: 12 source=assignment-tm-5189-0074#page1.tif source=assignment-tm-5189-0074#page2.tif source=assignment-tm-5189-0074#page3.tif source=assignment-tm-5189-0074#page4.tif source=assignment-tm-5189-0074#page5.tif source=assignment-tm-5189-0074#page6.tif source=CORRECTIVE ASSIGNMENT_20140929090353#page1.tif source=CORRECTIVE ASSIGNMENT_20140929090353#page2.tif source=CORRECTIVE ASSIGNMENT_20140929090353#page3.tif source=CORRECTIVE ASSIGNMENT_20140929090353#page4.tif source=CORRECTIVE ASSIGNMENT_20140929090353#page5.tif source=CORRECTIVE ASSIGNMENT_20140929090353#page6.tif	

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
B&G Equipment Company, Inc.(f/k/a B&G Acq. Corp.)		12/20/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M&T Bank		
Street Address:	2003 South Easton Road Suite 204		
City:	Doylestown		
State/Country:	PENNSYLVANIA		
Postal Code:	18901		
Entity Type:	chartered bank and trust company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	828504	EXTENDA-BAN	
Registration Number:	1113449	B & G	
Registration Number:	3210240	B&G	
Registration Number:	3239891		
CORRESPONDENCE DATA			
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>			
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		
NAME OF SUBMITTER:	Susan M. Montella		

OP \$115.00 828504

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	

CORRECTIVE ASSIGNMENT

THIS CORRECTIVE ASSIGNMENT and grant of security interest (this "Collateral Assignment" or "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 in connection with that certain Loan Agreement, dated as of December 20, 2013, 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") and a certain Security Agreement executed by and between Assignor and Assignee, as of even date therewith (the "Security Agreement"). Capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and the Security Agreement, the parties intended that Assignor would grant to Assignee a first priority lien and security interest in all of the assets of Assignor, including, but not limited to, each Trademark set forth on Schedule A attached hereto (the "Trademarks"), free and clear of all liens;

WHEREAS, on or about December 20, 2013, Assignor and Assignee executed a document entitled "Trademark Assignment" which the parties intended to assign a security interest in the Trademarks from Assignor to Assignee (the "Trademark Assignment");

WHEREAS, the terms of the Trademark Assignment actually purported to transfer to Assignee all right, title and interest in and to the Trademarks, a result that neither Assignor nor Assignee intended;

WHEREAS, the Trademark Assignment was recorded with the U.S. Patent and Trademark Office ("USPTO") at Reel 005189 and Frame 0074;

WHEREAS, Assignor and Assignee now wish to execute this Assignment, which the Assignor and Assignee intend to supersede, replace and render moot the Trademark Assignment, so as to confirm that no outright assignment or other conveyance of the Trademarks from Assignor to Assignee has ever occurred, and to grant a security interest in the Trademarks to Assignee, as the parties originally intended.

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. Grant of Security Interest. Further to the Loan Agreement and the Security Agreement, Assignor hereby grants to Assignee a first lien and priority security interest in and to the Trademarks together with the following additional rights, each of which shall be granted without restriction and free and clear of all liens and encumbrances (the "Security Interest"):

(a) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;

(b) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks;

(c) all extensions, renewals and continuations of the Trademarks and the registrations referred to in clause (b) above;

(d) all rights to sue for past, present and future infringements of the Trademarks;

(e) all packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks, or a representation thereof, or any variation thereof;

(f) all licenses and other agreements under which Assignor is licensor, but only to the extent that the grant of a security interest therein would not be prohibited by or be a breach of terms thereof, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and the use thereof; and

(g) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

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 and take such other action, as may reasonably be necessary to more effectively publish and confirm unto Assignee, and its successors and assigns, a first lien and priority security interest in the Trademarks and to carry out the purpose and intent of this Collateral Assignment, the Loan Agreement and the Security Agreement. Assignee represents, warrants and covenants that, to the extent any right, title or interest in the Trademarks were assigned to Assignee by the Trademark Assignment, Assignee hereby assigns back to Assignor all such right, title and interest in the Trademarks, and agrees to take all actions necessary to secure Assignor's full and undivided ownership of the Trademarks.

3. No Modification of Representations, Warranties, Rights, Remedies, or Obligations. Assignor, by its execution 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 or the Security Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument and Assignor further reaffirms the effectiveness of all of the referenced covenants, representations and warranties.

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 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. Termination of Security Interest. Upon complete performance by Assignor of all obligations under the Loan Agreement and full and indefeasible payment of all Indebtedness under the Loan Documents, Assignor shall terminate this Assignment of record with the USPTO and release all liens in the Trademarks.

6. Continuing Obligations. Notwithstanding this Collateral Assignment, Assignor shall continue to protect and preserve the validity and effectiveness of the 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.

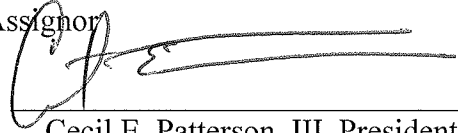
[SIGNATURE PAGE FOLLOWS]

Witness my hand and seal this 18th day of September 2014.

B&G EQUIPMENT COMPANY, INC.,

as Assignor

By:



Cecil E. Patterson, III, President

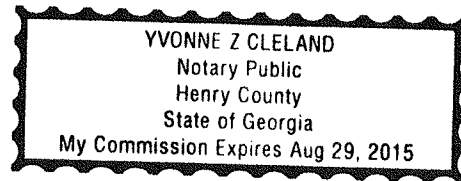
STATE OF Georgia :
 : SS
COUNTY OF Henry :

On this 18th day of September 2014, 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: August 29, 2015

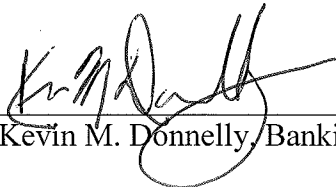


Signature Page to Corrective Assignment

ACCEPTANCE OF ASSIGNMENT

The undersigned officer of Assignee hereby accepts the foregoing Collateral Assignment and agrees to be bound by the provisions thereof applicable to Assignee.

M&T Bank

By: 
Kevin M. Donnelly, Banking Officer

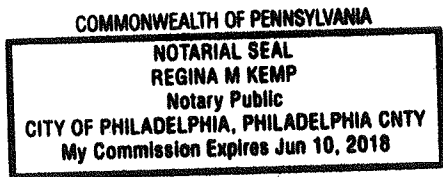
STATE OF Pennsylvania :
COUNTY OF Philadelphia : SS

On this 23rd day of September 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin M. Donnelly, who acknowledged himself to be a duly authorized officer of M&T Bank, (the "Bank"), and that being so authorized, has executed the foregoing instrument for the purposes therein contained by signing the name of the Bank.

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



NOTARY PUBLIC

My Commission expires:



Schedule A to Trademark Assignment

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

MARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
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