

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8190803

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLABBER GIRL CORPORATION	09/26/2023
RECEIVING PARTY DATA		
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS NOTES COLLATERAL AGENT	
Street Address:	2 NORTH LASALLE STREET	
Internal Address:	7TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60602	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	12175371
	Application Number:	14735507
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<i>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.</i>		
Phone:	2129061209	
Email:	jess.bajada-bartlett@lw.com	
Correspondent Name:	LATHAM & WATKINS C/O JESSICA BAJADA-BARTLETT	
Address Line 1:	1271 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	039269-0497	
NAME OF SUBMITTER:	JESSICA BAJADA-BARTLETT	
SIGNATURE:	/s/ Jessica Bajada-Bartlett	
DATE SIGNED:	09/27/2023	
Total Attachments: 7		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of September 26, 2023 (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 NORTH AMERICA, INC., a Delaware corporation, and CLABBER GIRL CORPORATION, an Indiana corporation, (each a “Grantor”) in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Notes Collateral Agent”).

WHEREAS, each Grantor is party to that certain Notes Collateral Agreement, dated as of September 26, 2023 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Notes Collateral Agreement”), by and among each Grantor, the other grantors party thereto and the Notes Collateral Agent, pursuant to which each Grantor granted a security interest to the Notes Collateral Agent in the Patent Collateral (as defined below) and is 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, each Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Patent Collateral

Each Grantor hereby pledges and collaterally assigns and transfers to the Notes Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Notes 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 “Patent Collateral”): (i) all United States and foreign patents and certificates of invention or similar industrial property rights, and applications for any of the foregoing, including each patent and patent application listed on Schedule A hereto, (ii) all reissues and extensions thereof, (iii) all divisions, continuations and continuations-in-part thereof, (iv) all patentable inventions and improvements thereto, (v) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (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; provided that the Patent Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the benefit of the Secured Parties pursuant to the Notes Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Notes 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 Notes Collateral Agreement, the provisions of the Notes Collateral Agreement shall control.

SECTION 4. Governing 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 by one or more of the parties to this Agreement on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Concerning the Notes Collateral Agent.

The Bank of New York Mellon Trust Company, N.A. is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of each Grantor hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Agreement.

[Signature Pages Follow]

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.
B&G FOODS NORTH AMERICA, INC.
B&G FOODS SNACKS, INC.
BEAR CREEK COUNTY KITCHENS, LLC
CLABBER GIRL CORPORATION
WILLIAM UNDERWOOD COMPANY
SPARTAN FOODS OF AMERICA, INC.
VICTORIA FINE FOODS, LLC

By: 

Name: Scott E. Lerner
Title: Executive Vice President, General Counsel,
Secretary and Chief Compliance Officer

[Signature Page -- Patent Security Agreement]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: 

Name: April Bradley

Title: Vice President

Title	Country	Owner Name	Status	File Date	Serial #	Issue Date	Patent #
Acidulate Composition And Methods For Making And Utilizing The Same	United States	Clabber Girl Corporation	Issued	07/17/2008	12/175,371	06/19/2012	8,202,563
Spice Cup	Canada	B&G Foods North America, Inc.	Issued	06/21/2026	180729	01/25/2019	180729
Compositions For Multiphase, Staggered, Or Sustained Release Of An Active Substance	United States	Clabber Girl Corporation	Issued	06/10/2015	14/735,507	02/14/2017	9,566,240
Container	United States	B&G Foods North America, Inc.	Issued	09/13/2012	29/432,096	01/28/2014	D698,250
Container	United States	B&G Foods North America, Inc.	Issued	03/27/2015	29/522,086	04/18/2017	D784,164
Container	United States	B&G Foods North America, Inc.	Issued	09/13/2012	29/432,102	01/28/2014	D698,251
Grinder Device	United States	B&G Foods North America, Inc.	Issued	09/13/2012	13/613,984	09/08/2015	9,125,525
Grinder Device	Canada	B&G Foods North America, Inc.	Issued	09/05/2013	2946569	03/06/2018	2946569
Grinder Device	Mexico	ACH Food Companies, Inc.	Issued	09/12/2013	MX/A/2013/010484	01/28/2016	336771
Grinder Device	United States	B&G Foods North America, Inc.	Issued	01/13/2015	14/595,519	10/15/2019	10,441,111
Microwavable Container With Sleeve	United States	B&G Foods North America, Inc.	Issued	03/25/2010	12/731,878	05/07/2013	8,436,282
Microwavable Container With Sleeve	United States	B&G Foods North America, Inc.	Issued	12/10/2008	12/331,877	05/06/2014	8,716,638
Grinder Device	Canada	B&G Foods North America, Inc.	Issued	09/05/2016	2826454	12/13/2016	2826454
MX/f/2013/000717	Mexico	ACH Food Companies, Inc.	Issued	03/12/2013	MX/f/2013/000717		41387
Non-Flammable Release Composition	Mexico	B&G Foods North America, Inc.	Issued	10/09/2007	MX/a/2009/004722	05/13/2011	286564
Non-Flammable Release Composition	United States	B&G Foods North America, Inc.	Issued	12/28/2006	11/616,987	01/11/2011	7,867,542

Non-Flammable Release Composition	Canada	B&G Foods North America, Inc.	Issued	10/09/2007	2672197	11/26/2013	2672197
Pouch For Steaming Vegetables	United States	B&G Foods North America, Inc.	Issued	02/08/2007	11/672,722	08/24/2010	7,781,036
Pouch For Steaming Vegetables	European Union	General Mills Marketing, Inc.	Issued (lapsed in Germany, France and Greece)	02/08/2007	07797127.3	08/08/2012	1991060
Pouch For Steaming Vegetables	Mexico	General Mills Marketing, Inc.	Issued	02/08/2007	MX/a/2008/010133	07/18/2012	301461
Spice Container Design	Mexico	B&G Foods North America, Inc.	Issued	03/12/2013	MX/F/2013/000718	04/28/2014	41388
Spice Cup	United States	B&G Foods North America, Inc.	Issued	05/07/2015	29/526,279	07/12/2016	D761,059
Spice Cup	United States	B&G Foods North America, Inc.	Issued	12/22/2015	29/549,526	08/07/2018	D824,729
Spice Cup	United States	B&G Foods North America, Inc.	Issued	05/31/2018	29/649,619	12/29/2020	D906,054
Spice Cup	United States	B&G Foods North America, Inc.	Issued	11/11/202	29/758,006	08/08/2023	D994435
Spice Cup	Canada	B&G Foods North America, Inc.	Issued	11/04/2015	165,182	06/28/2016	165,182