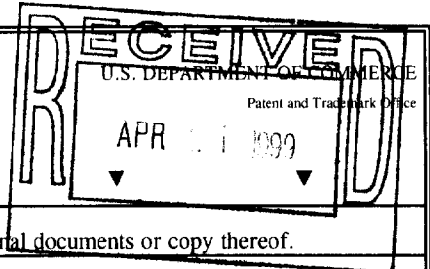


05-06-1999



101031284

COVER SHEET
ONLY



Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

4.21.99
B&G Foods

1. Name of conveying party(ies): B&G Foods Holdings Corp.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Delaware)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: March 15, 1999

2. Name and address of receiving party(ies):

Name: Lehman Commercial Paper Inc., as Administrative Agent

Internal Address: _____

Street Address: 3 World Financial Center

City: New York State: NY ZIP: 11285

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached Continuation of Item 4

B. Trademark Registration No.(s) see attached Continuation of Item 4

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

05/06/1999 DMSUYEN 00000003 75212160

01 FC:481
02 FC:482

40.00 DP
~~2000.00 DP~~

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 113

7. Total fee (37 CFR 3.41): \$2,840

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori E. Lesser, Esq.
Name of Person Signing

Lori E. Lesser
Signature

4-21-99
Date

Total number of pages comprising cover sheet: 79

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1888 FRAME: 0213

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

B&G FOODS, INC. (DE Corporation)

BGH HOLDINGS, INC. (DE Corporation)

BLOCH & GUGGENHEIMER, INC. (DE Corporation)

ROSELAND DISTRIBUTION COMPANY (DE Corporation)

BURNS & RICKER, INC. (DE Corporation)

RWBV ACQUISITION CORP. (DE Corporation)

TRAPPEY'S FINE FOODS, INC. (DE Corporation)

MAPLE GROVE FARMS OF VERMONT, INC. (VT Corporation)

HERITAGE ACQUISITION CORP. (DE Corporation)

WILLIAM UNDERWOOD COMPANY (MA Voluntary Association)

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

Mark	Registration/ Serial No.	Date of Reg./ Date of Filing
EAGLE ROCK FARMS	75/212,160	12/13/96
PEELIN' GOOD	75/352,667	09/05/97
BISCOTTI DI TOSCANA	74/419,619	07/30/93
GOOD FOR YOU FOODS	75/463,621	04/07/98
MAPLE GROVE FARMS OF VERMONT	75/465,311	04/09/98
PENETINI	75/518,880	07/14/98
REGINA	75/518,886	07/14/98
FAITHFUL	67,052	01/14/08
DEVIL (Design Only)	100,229	10/13/14
MAPLE GROVE (Stylized)	128,447	01/06/20
VERMONT MAID	134,116	08/10/20
OUR DARLING	177,163	12/11/23
MAPLE GROVE (Stylized)	182,475	04/08/24
JACK O' LANTERN (Stylized)	202,103	08/18/25
DWARF and Design	206,763	12/08/25
MEXI-PEP	230,395	07/19/27
REGINA	311,858	04/10/34
B AN' G and Design	349,655	08/31/37
BRER RABBIT (Stylized)	363,717	01/03/39
BRER RABBIT DEVICE	363,718	01/03/39
UNDERWOOD (Design)	367,570	05/23/39
LAS PALMAS (Design)	379,295	07/09/80
AC'CENT (Stylized)	435,707	01/06/68
JOAN OF ARC and Design	513,287	08/09/49

Mark	Registration/ Serial No.	Date of Reg./ Date of Filing
LAS PALMAS (Stylized)	582,054	11/03/53
POLANER	596,870	10/12/54
B&M (Design)	602,802	03/01/55
REGINA BOTTLE	614,141	10/11/55
ALL-CRISP and Design	634,932	09/25/56
FRIEND'S (Design)	656,889	01/07/58
WELLWORTH	667,855	09/30/58
DEVIL (Design Only)	691,019	01/05/60
CHEF-MAGIC	711,301	02/14/62
PENNY WISE & Design	723,945	11/14/61
BULL	724,895	12/05/61
MILDEWCIDE	725,215	12/19/61
SPICE-UP	732,214	05/29/62
SELI'S	741,378	11/27/62
JOAN OF ARC and Design	746,320	03/05/63
UNDERWOOD (Design)	759,785	11/05/63
REGINA BOTTLE DESIGN	793,119	07/20/65
TORRIDO & Design	819,665	11/29/66
DULCITO & Design	820,117	12/06/66
DESIGN	828,651	05/09/67
DESIGN	828,652	05/09/67
SA-SON AC'CENT (Stylized)	832,252	07/18/67
TEMPERO & Design	841,700	01/02/68
SERANO	842,183	01/09/68
TRAPPEY'S	845,099	02/27/68
SHIELD LABEL (Design Only)	856,105	09/03/68

Mark	Registration/ Serial No.	Date of Reg./ Date of Filing
MI SECRETO	856,124	09/03/68
SHIELD LABEL	887,581	03/10/70
WAKE'S UP FOOD FLAVOR!	925,617	12/14/71
LAS PALMAS (Design)	931,913	04/04/72
DULCITO	965,698	08/07/73
JAM LOVER'S & Design	987,993	07/09/74
TORRIDO	989,073	07/23/74
GREEN DRAGON	989,382	07/30/74
INDI-PEP	999,803	12/17/74
REGINA	1,002,975	01/28/75
VERMONT FARMS	1,017,553	08/05/75
AC'CENT (Design)	1,034,024	02/17/76
AC'CENT (Design)	1,098,941	08/08/78
WHITE CAP	1,123,759	08/07/79
POLANER LITE (Stylized)	1,124,752	09/04/79
BRER RABBIT DEVICE II	1,134,775	05/06/80
BRER RABBIT	1,135,244	05/13/80
CHES-DEL	1,156,559	06/02/81
DEVIL (Design Only)	1,160,186	07/07/81
UNDERWOOD (Design)	1,160,187	07/07/81
B AN' G and Design (Pickle)	1,216,020	11/09/82
DEVILICIOUS	1,221,083	12/21/82
CHEF MAGIC	1,274,499	04/17/84
VERMONT MAID LABEL DESIGN	1,285,455	07/10/84
BAGEL CRISPS	1,306,252	11/20/84
WRIGHT'S & Design	1,330,446	04/16/85

Mark	Registration/ Serial No.	Date of Reg./ Date of Filing
WRIGHT'S	1,386,209	03/11/86
BURNS & RICKER	1,456,716	09/08/87
CLASSIC TUSCANY TOAST and Design	1,484,475	04/12/88
MAX AMS	1,497,875	07/26/88
NEW YORK STYLE	1,515,619	12/06/88
JOAN OF ARC	1,529,889	03/14/89
POLANER FANCY FRUIT	1,545,485	06/27/89
PITA CRISPS	1,562,411	10/24/89
WHEAT STALK DESIGN (Background)	1,592,608	04/17/90
AC'CENT (Design)	1,613,127	09/11/90
WHEAT STALK DESIGN (Foreground)	1,623,858	11/20/90
B&G BLOCH GUGGENHEIMER and Design	1,647,533	06/11/91
POLANER	1,650,259	07/09/91
CRISPINI	1,684,571	04/28/92
MAPLE GROVE FARMS	1,707,005	08/11/92
NEW YORK DELI STYLE PICKLES and Design	1,710,207	08/25/92
DON'T DARE CALL IT JELLY! & Design	1,751,430	09/09/97
MAPLE GROVE FARMS	1,784,306	07/27/93
WHEAT STALK DESIGN (Background)	1,784,310	07/27/93
ALL FRUIT	1,832,827	04/26/94
VERMONT SUGAR FREE	1,835,046	05/03/94
RED DEVIL SNACKER	1,843,802	07/05/94
LAS PALMAS	1,852,514	09/06/94
NEW ENGLAND FARMHOUSE PANCAKE SYRUP	1,933,973	11/07/95
SALSA FIESTA	1,960,319	03/05/96

Mark	Registration/ Serial No.	Date of Reg./ Date of Filing
PEPPER FIESTA	1,960,323	03/05/96
POLANER	1,961,765	03/12/96
B&G	1,963,338	03/19/96
B&G	1,963,345	03/19/96
TUSCANY TOAST	1,986,965	07/16/96
B&G SANDWICH TOPPERS	2,048,777	04/01/97
REGINA BOTTLE DESIGN II	2,099,023	09/23/97
MISC. DESIGN (Moose)	2,109,767	10/28/97
REGINA BOTTLE DESIGN II WITH LABEL	2,119,091	12/09/97
UP COUNTRY NATURALS	2,137,733	02/17/98
B&G SANDWICH TOPPERS	2,159,048	05/19/98
COZY COTTAGE	2,170,428	06/30/98

GUARANTEE AND COLLATERAL AGREEMENT

made by

B & G FOODS HOLDINGS CORP.

B & G FOODS, INC.

and certain of its Subsidiaries

in favor of

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent

Dated as of March 15, 1999

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FORM OF
GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of March 15, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (as defined below).

WITNESSETH:

WHEREAS, B & G Foods Holdings Corp., a Delaware corporation ("Holdings"), and B & G Foods, Inc., a Delaware corporation (the "Borrower"), are parties to (i) the Term Loan Agreement, dated as of March 15, 1999 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), with the several banks and other financial institutions from time to time parties thereto (the "Term Loan Lenders"), Lehman Brothers Inc., as Arranger, The Bank of New York, as Documentation Agent, Heller Financial, Inc., as Co-Documentation Agent, Lehman Commercial Paper Inc., as Syndication Agent, and Lehman Commercial Paper Inc., as administrative agent and (ii) the Revolving Credit Agreement, dated as of March 15, 1999 (as amended, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement"; together with the Term Loan Agreement, the "Credit Agreement"), with the several banks and other financial institutions from time to time parties thereto (the "Revolving Credit Lenders"; together with the Term Loan Lenders, the "Lenders"), Lehman Brothers Inc., as Arranger, Lehman Commercial Paper Inc., as Syndication Agent, The Bank of New York, as Documentation Agent, Heller Financial, Inc., as Co-Documentation Agent, and Lehman Commercial Paper Inc., as administrative agent (Lehman Commercial Paper Inc., in its capacity as administrative agent pursuant to the Term Loan Agreement and the Revolving Credit Agreement, the "Administrative Agent");

WHEREAS, pursuant to the Term Loan Agreement and the Revolving Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Term Loan Agreement and the Revolving Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Term Loan Agreement and the Revolving Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Term Loan Agreement and the Revolving Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Term Loan Agreement and the Revolving Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 **Definitions.** (a) Unless otherwise defined herein, terms defined in the Term Loan Agreement or the Revolving Credit Agreement and used herein shall have the meanings given to them in the Term Loan Agreement or the Revolving Credit Agreement, as the case may be, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Farm Products, Instruments, Inventory and Investment Property.

(b) The following terms shall have the following meanings:

“Agreement”: this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Borrower Hedge Agreement Obligations”: the collective reference to all obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in any Specified Hedge Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to any Lender or any Affiliate of any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, any Specified Hedge Agreement or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Borrower Obligations”: the collective reference to (i) the Borrower Revolving Credit Obligations, (ii) the Borrower Term Loan Obligations, (iii) the Borrower Hedge Agreement Obligations, but only to the extent that, and only so long as, the Borrower Revolving Credit Obligations and the Borrower Term Loan Obligations are secured and guaranteed pursuant hereto, and (iv) all other obligations and liabilities of the Borrower, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of this Agreement).

“Borrower Revolving Credit Obligations”: the collective reference to the unpaid principal of and interest on the Revolving Credit Loans, Swing Line Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Revolving Credit Agreement after the maturity of the Revolving Credit Loans, Swing Line Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Revolving Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a

claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Revolving Credit Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Revolving Credit Agreement, the other Loan Documents referred to in the Revolving Credit Agreement, any Letter of Credit or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Revolving Credit Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Borrower Term Loan Obligations”: the collective reference to the unpaid principal of and interest on the Term Loans and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Term Loan Agreement on the Term Loans and interest accruing at the then applicable rate provided in the Term Loan Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Term Loan Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Term Loan Agreement, the other Loan Documents referred to in the Term Loan Agreement, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Term Loan Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Collateral”: as defined in Section 3.

“Collateral Account”: any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

“Commitments”: the collective reference to the Commitments (as defined in the Term Loan Agreement) and the Revolving Credit Commitments (as defined in the Revolving Credit Agreement).

“Contracts”: the contracts and agreements listed in Schedule 7, as the same may be amended, supplemented or otherwise modified from time to time, including, without limitation, (i) all rights of any Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of any Grantor to damages arising thereunder and (iii) all rights of any Grantor to perform and to exercise all remedies thereunder.

“Copyrights”: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedules 6.1 and 6.2), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

“Copyright Licenses”: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedules 6.1 and 6.2), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, excluding any such agreement that prohibits the granting of a security interest therein.

“General Intangibles”: all “general intangibles” as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

“Guarantor Obligations”: with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

“Guarantors”: the collective reference to each Grantor other than the Borrower.

“Hedge Agreements”: as to any Person, all interest rate swaps, caps or collar agreements or similar arrangements entered into by such Person providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; provided, however, that for each Grantor, “Intellectual Property” shall not include any of the foregoing items to the extent such item would be excluded from the definition of General Intangibles; provided, further, that the foregoing limitation shall

not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such item.

“Intercompany Note”: any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

“Issuers”: the collective reference to each issuer of a Pledged Security.

“Loan Documents”: the collective reference to the Loan Documents (as defined in the Revolving Credit Agreement and the Loan Documents (as defined in the Term Loan Agreement).

“New York UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“Obligations”: (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedules 6.1 and 6.2, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedules 6.1 and 6.2, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedules 6.1 and 6.2, excluding any such agreement that expressly prohibits the granting of a security interest therein.

“Pledged Notes”: all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

“Pledged Securities”: the collective reference to the Pledged Notes and the Pledged Stock.

“Pledged Stock”: the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

“Proceeds”: all “proceeds” as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

“Receivable”: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

“Securities Act”: the Securities Act of 1933, as amended.

“Specified Hedge Agreement”: any Hedge Agreement (a) entered into by (i) the Borrower or any of its Subsidiaries and (ii) any Lender or any affiliate thereof, as counterparty and (b) which has been designated by such Lender and the Borrower, by notice to the Administrative Agent and the Syndication Agent, as a Specified Hedge Agreement.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedules 6.1 and 6.2, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedules 6.1 and 6.2, excluding any such agreement that expressly prohibits the granting of a security interest therein.

“Vehicles”: all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

1.2 Other Definitional Provisions. (a) The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until (subject to reinstatement pursuant to Section 2.6) all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until (subject to reinstatement pursuant to Section 2.6) the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Lenders, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the

Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute, reasonable and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Term Loan Agreement and the Revolving Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower, any Guarantor or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or

against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the office of the Administrative Agent located at the Payment Office specified in the Term Loan Agreement or the Revolving Credit Agreement, as the case may be.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, for the ratable benefit of the Lenders and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property 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 "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Documents;
- (e) all Equipment (other than Vehicles);
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;

- (i) all Inventory;
- (j) all Pledged Securities;
- (k) all Investment Property;
- (l) all deposit accounts and other bank accounts;
- (m) all books and records pertaining to the Collateral; and

(n) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Term Loan Agreement and the Revolving Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Section 3 of the Term Loan Agreement and Section 3 of the Revolving Credit Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Guarantor's knowledge.

4.2 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist or be incurred on the Collateral by the Term Loan Agreement and the Revolving Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Term Loan Agreement and the Revolving Credit Agreement.

4.3 Perfecting First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form), will constitute valid perfected security interests in all of the Collateral subject hereto on the date hereof in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor, and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for (i) unrecorded Liens permitted by the Term Loan Agreement and

the Revolving Credit Agreement which have priority over the Liens on the Collateral by operation of law and (ii) Liens described on Schedule 8.

4.4 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.5 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 Pledged Securities. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Intercompany Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, and, to such Grantor's knowledge, each of the other Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, in each case, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing. No obligor with respect to any Pledged Note has any defense, offset or contribution regarding payment of such Pledged Note.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and liens permitted by the Credit Agreement which attach to such Pledged Securities without such Grantor's consent.

4.8 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent in accordance with the requirements hereof.

(b) On the date hereof, none of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.9 Contracts. (a) No consent of any party (other than such Grantor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement, other than (i) consents which shall have been obtained prior to the date hereof and are in full force and effect and (ii) consents the failure of which to obtain could not reasonably be expected to have a Material Adverse Effect.

(b) On the date hereof, each Contract to which such Grantor is a party is in full force and effect against such Grantor and, to such Grantor's knowledge, constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than those (i) which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature, or (ii) the failure of which to obtain, make or perform could not reasonably be expected to have a Material Adverse Effect.

(d) On the date hereof, neither such Grantor nor (to the best of such Grantor's knowledge) any of the other parties to the Contracts is in default in the performance or observance of any of the terms thereof.

(e) On the date hereof, the right, title and interest of such Grantor in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims.

(f) On the date hereof, such Grantor has delivered to the Administrative Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto.

(g) No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent in accordance with the requirements hereof.

(h) On the date hereof, none of the parties to any Contract is a Governmental Authority.

4.10 Intellectual Property. (a) Schedules 6.1 and 6.2 list, with respect to all Intellectual Property owned by such Grantor in its own name on the date hereof, all patents, registrations and applications relating thereto and, to the best of such Grantor's knowledge, all material unregistered Intellectual Property.

[(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired, has not been abandoned and, to the knowledge of such Grantor, is enforceable and does not infringe the intellectual property rights of any other Person.]

(c) Except as set forth in Schedule 6.1 and 6.2, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect, except that with respect to the Intellectual Property listed on Schedule 6.2, such representation is to the knowledge of such Grantor.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a Material Adverse Effect on the value of any Intellectual Property, except that with respect to the Intellectual Property listed on Schedule 6.2, such representation is to the knowledge of such Grantor.

4.11 Vehicles. On the date hereof, the aggregate book value of all Vehicles owned by all Grantors is less than \$1,000,000.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Covenants in the Term Loan Agreement and the Revolving Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.3 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory, Equipment and Vehicles against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) to the extent reasonably requested by the Administrative Agent, insuring such Grantor against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, and naming the Administrative Agent for the ratable benefit of the Lenders, as an additional insured party or loss payee, such policies to be in such form and amounts and having such coverage as are customary in the same general area for companies engaged in the same or a similar business as such Grantor.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as an additional insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with the delivery by the Borrower to the Administrative Agent of its audited financial statements for each fiscal year and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

(d) So long as no Event of Default shall have occurred and be continuing, all casualty payments shall be paid to the relevant Grantor for application pursuant to Section 2.7 of the Credit Agreement.

5.4 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any material interest therein.

5.5 Maintenance of Perfected Security Interest: Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

5.6 Changes in Locations, Name, etc. Such Grantor will not, except upon 10 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;

(ii) change the location of its chief executive office or sole place of business from that referred to in Section 4.4; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.7 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.8 Pledged Securities. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent for the benefit of the Lenders, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations; provided that the Grantors may pay cash dividends as permitted by the Credit Agreement.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement and liens permitted by the Credit Agreement which attach to such Pledged Securities without such Grantor's consent or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it.

5.9 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.10 Contracts. (a) Such Grantor will perform and comply in all material respects with all its obligations under the Contracts, except where it is contesting, in good faith and by appropriate proceedings, its obligation to perform.

(b) Such Grantor will not amend, modify, terminate or waive any provision of any Contract in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral.

(c) Such Grantor will exercise promptly and diligently each and every material right which it may have under each Contract (other than any right of termination) in accordance with its reasonable business judgment.

(d) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any Contract that questions the validity or enforceability of such Contract.

5.11 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark in order to maintain such Trademark in full force free from any claim of abandonment for non-use, except in connection with Dispositions permitted pursuant to Section 6.5 of the Term Loan Agreement and Section 6.5 of the Revolving Credit Agreement, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, and (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement.

(b) Such Grantor (either itself or through licensees), with respect to Intellectual Property that it, in its reasonable business judgment, regards as material, will not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any (i) material Trademark may become invalidated or impaired in any way, (ii) material Patent may become forfeited, abandoned or dedicated to the public, or (iii) material portion of the Copyrights may become invalidated or otherwise

impaired or fall into the public domain. Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(d) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any Intellectual Property that it, in its reasonable business judgment, regards as material, may become forfeited, abandoned or dedicated to the public, or of any material adverse determination or development (including, without limitation, the institution of, or any such material determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(e) To the extent a breach of Sections 5.11(a), (b), (c) or (d) would result in an Event of Default, it shall not be considered an Event of Default if such breach is cured within 30 days after written notice from the Administrative Agent and results in no Material Adverse Affect to the affected Intellectual Property.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, as applicable, such Grantor shall report such filing to the Administrative Agent within 30 Business Days after the last day of the fiscal quarter in which such filing occurs, provided that failure to give notice shall not be deemed an Event of Default if notice is given with reasonable time such that there is no Material Adverse Effect. Upon written request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Consistent with such Grantor's reasonable business judgment, such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, as applicable, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any Grantor becomes aware that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables, but not more frequently than annually if no Event of Default shall have occurred and be continuing; provided, however, that if no Event of Default shall have occurred and be continuing, the Administrative Agent may not contact any obligor under any Receivable in its own name.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors: Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor

shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Term Loan Agreement and the Revolving Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; **provided, however**, that no vote shall be cast or corporate right exercised or other action taken which would impair the Collateral in any material respect or which would result in any violation of any provision of the Term Loan Agreement, Revolving Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) any or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor

consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then held by the Lenders;

Fourth, to the Administrative Agent, for application by it towards replacement of outstanding Letters of Credit and/or deposit an amount in cash in a cash collateral account established with the Administrative Agent for the benefit of the Lenders on terms and conditions satisfactory to the Administrative Agent and the applicable Issuing Lender; and

Fifth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as

it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such

securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred.

6.8 Waiver Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option following notice to such Grantor of such failure, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Revolving Credit Loans that are Base Rate Loans under the Revolving Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-

207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Term Loan Agreement and the Revolving Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor or other Person (except a Lender) shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Term Loan Agreement and Section 9.1 of the Revolving Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 9.2 of the Term Loan Agreement and Section 9.2 of the Revolving Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege

hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses: Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 9.5 of the Term Loan Agreement and Section 9.5 of the Revolving Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Term Loan Agreement, the Revolving Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Term Loan Agreement and the Revolving Credit Agreement, under any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be

contingent or unmaturred. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgments. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 5.10 of the Term Loan Agreement and Section 5.10 of the Revolving Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Borrower Revolving Credit Obligations, the Borrower Term Loan Obligations and any obligations owing pursuant to this Agreement shall have been indefeasibly paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.


(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Term Loan Agreement and the Revolving Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Term Loan Agreement and the Revolving Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection

therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Term Loan Agreement and the Revolving Credit Agreement and the other Loan Documents.

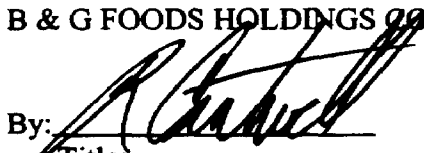
8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

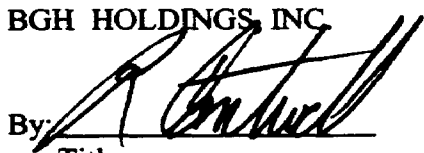
B & G FOODS, INC.

By: 
Title:

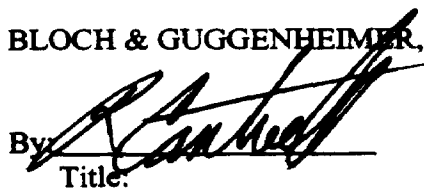
B & G FOODS HOLDINGS CORP.

By: 
Title:

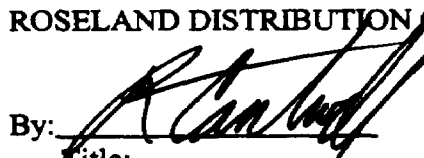
BGH HOLDINGS, INC.

By: 
Title:

BLOCH & GUGGENHEIMER, INC.

By: 
Title:

ROSELAND DISTRIBUTION COMPANY

By: 
Title:

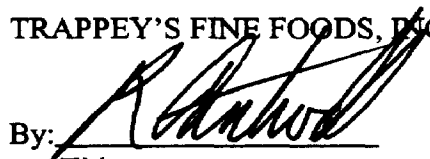
BURNS & RICKER, INC.

By: 
Title:


RWBV ACQUISITION CORP.

By: 
Title:


TRAPPEY'S FINE FOODS, D.C.

By: 
Title:

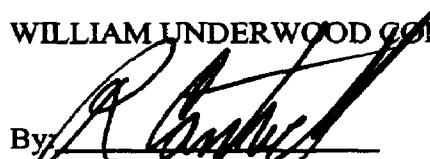
MAPLE GROVE FARMS OF VERMONT, INC.

By: 
Title:

HERITAGE ACQUISITION CORP.

By: 
Title:

WILLIAM UNDERWOOD COMPANY

By: 
Title:

NOTICE ADDRESSES OF GUARANTORS

The notice address for each Guarantor is:

c/o B&G Foods, Inc.
426 Eagle Rock Avenue
Roseland, NJ 07068
Attention: Chief Financial Officer

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate Nos.</u>	<u>No. of Shares</u>
1. B&G Foods, Inc. (f/k/a B Companies Acquisition Corp.)	Common	2	1
2. BGH Holdings, Inc.	Common	C-4	100
3. Bloch & Guggenheimer, Inc.	Common	C-5	8,800
	Preferred	A3-3	500
		A1-4	1,500
		A2-3	2,356
		A4-4	6,000
4. Roseland Distribution Company (f/k/a B&G Foods, Inc.)	Common	C-4	100
5. Burns & Ricker, Inc.	Common	23	1,200
	Preferred	8	287.8715
6. RWBV Acquisition Corp.	Common	1	100
7. Trappey's Fine Foods, Inc.	Common	1	751
		2	137
8. Maple Grove Farms of Vermont, Inc.	Common	9	51
10. Les Produits Alimentaires Jacques et Fils	Class I	I-2	65
	Class J	J-3	65
9. Heritage Acquisition Corp.	Common	1	100

11. William Underwood Company	Beneficial Interest	1069	774,629
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Pledged Notes:

None.

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FILINGS AND OTHER ACTIONS
 REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

Party:	Filing Offices (Secretary of State and County, except as otherwise indicated):
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- | | |
|----------------------------------|--|
| 1. B&G Foods Holdings Corp. | New Jersey (Essex) |
| 2. B&G Foods, Inc. | New Jersey (Essex)
Tennessee (Rutherford)
Oregon (Clackamas) |
| 3. BGH Holdings, Inc. | New Jersey (Essex) |
| 4. Bloch & Guggenheimer, Inc. | New Jersey (Essex)
Maryland (Dorchester, Wicomico)
Tennessee (Rutherford) |
| 5. Roseland Distribution Company | New Jersey (Essex, Cumberland)
Maryland (Dorchester)
Tennessee (Rutherford) |
| 6. Burns & Ricker, Inc. | New Jersey (Essex, Middlesex)
Tennessee (Rutherford) |
| 7. RWBV Acquisition Corp. | New Jersey (Essex)
Oregon (Clackamas)
Tennessee (Rutherford) |
| 8. Trappey's Fine Foods, Inc. | New Jersey (Essex)
Louisiana (Iberia)
Oregon (Clackamas)
Tennessee (Rutherford) |

9. Maple Grove Farms of Vermont, Inc. New Jersey (Essex)
 Vermont (Town of St. Johnsbury)
 Oregon (Clackamas)
 Tennessee (Rutherford)
10. Heritage Acquisition Corp. New Jersey (Essex)
 Maine (Cumberland)
 Missouri (Marion, Ralls)
 Tennessee (Rutherford)
 Oregon (Clackamas)
11. William Underwood Company New Jersey (Essex)
 Massachusetts (Suffolk)

Patent and Trademark Filings

- Patents: The relevant filing office where a UCC financing statement is to be filed
 (see above) and in the Patent and Trademark Office.
- Trademarks: The relevant filing office where a UCC financing statement is to be filed
 (see above section) and in the Patent and Trademark Office.
- Copyrights: The Copyright Office.

Actions with respect to Pledged Stock

None other than taking possession.

Other Actions

None.

**LOCATION OF JURISDICTION OF INCORPORATION
AND CHIEF EXECUTIVE OFFICE**

1. The chief executive office for the Borrower and each Guarantor is located at:

426 Eagle Rock Avenue
Roseland, NJ 07068

2. The jurisdiction of incorporation of B&G Foods Holdings Corp., B&G Foods, Inc., BGH Holdings, Inc., Bloch & Guggenheimer, Inc., Roseland Distribution Company, Burns & Ricker, Inc., RWBV Acquisition Corp., Trappey's Fine Foods, Inc. and Heritage Acquisition Corp. is Delaware.

The jurisdiction of incorporation of Maple Grove Farms of Vermont, Inc. is Vermont.

William Underwood Company is a Massachusetts voluntary association (business trust) organized under the laws of Massachusetts.

*The jurisdiction of incorporation of Les Produits Alimentaires Jacques et Fils is Quebec.

* Not a Guarantor

LOCATION OF INVENTORY AND EQUIPMENT

Bloch & Guggenheimer, Inc.

- ** Sharptown Tankyard, 100 Cherry Beach Road, Sharptown, MD 21861
- ** 4715 Harrison Ferry Road (also known as 208 Delaware Avenue and Rte. 392), Hurlock, MD 21643
- ** Nealon Street Warehouse, 202 Nealon Street, Hurlock, MD 21643
- * Jackson Street Warehouse, 200 Jackson Street, Hurlock, MD 21643
- * Crown Cork & Seal Warehouse, 200 Nealon Street, Hurlock, MD 21643
315 Tech Park Drive, La Vergne, TN 37086 (leased by B&G Foods, Inc.)

Maple Grove Farms of Vermont, Inc.

- ** 167 Portland Street, St. Johnsbury VT 05819
- Oregon Transfer, 9304 S.E. Main, Milwaukie, OR 97222
- 315 Tech Park Drive, La Vergne, TN 37086 (leased by B&G Foods, Inc.)

Roseland Distribution Company

- * 426 Eagle Rock Avenue, Roseland, NJ 07068
- ** 4715 Harrison Ferry Road (also known as 208 Delaware Avenue and Rte. 392), Hurlock, MD 21643
- ** Nealon Street Warehouse, 202 Nealon Street, Hurlock, MD 21643
- * Jackson Street Warehouse, 200 Jackson Street, Hurlock, MD 21643
- * Crown Cork & Seal Warehouse, 200 Nealon Street, Hurlock, MD 21643
- * Safeway Freezer Storage, Inc., 97 North Mill Road and Central Railroad, Vineland, NJ 08362
315 Tech Park Drive, La Vergne, TN 37086 (leased by B&G Foods, Inc.)

Burns & Ricker, Inc.

- * 8 Nicholas Court, South Brunswick, NJ 08810
315 Tech Park Drive, La Vergne, TN 37086 (leased by B&G Foods, Inc.)

* Leased

** Owned

+ Facility to be acquired on the Closing Date.

++ Equipment may be relocated to this facility from the Pillsbury facility in Hannibal, Missouri.

Trappey's Fine Foods

- ** 900 East Main Street, New Iberia, LA 70560
- Oregon Transfer, 9304 S.E. Main, Milwaukie, OR 97222
- 315 Tech Park Drive, La Vergne, TN 37086 (leased by B&G Foods, Inc.)

B&G Foods, Inc.

- * 315 Tech Park Drive, La Vergne, TN 37086
- * 426 Eagle Rock Avenue, Roseland, NJ 07068
- Oregon Transfer, 9304 S.E. Main, Milwaukie, OR 97222

Heritage Acquisition Corp.

- + 40-60 Sherwood St./One Bean Pot Circle, Portland, ME 04103
- ++ 426 Eagle Rock Avenue, Roseland, NJ 07068
- 1 Red Devil Road, Hannibal, MO 63401 (Pillsbury Facility)

RWBV Acquisition Corp.

- Oregon Transfer, 9304 S.E. Main, Milwaukie, OR 97222
- 315 Tech Park Drive, La Vergne, TN 37086

B&G Foods Holdings, Corp.: No inventory or equipment.

BGH Holdings, Inc.: No inventory or equipment.

William Underwood Company: No inventory or equipment.

* Leased

** Owned

+ Facility to be acquired on the Closing Date; equipment may be relocated to this facility from the Pillsbury facility in Hannibal, MO.

++ Equipment may be relocated to this facility from the Pillsbury facility in Hannibal, Missouri.

COPYRIGHTS AND COPYRIGHT LICENSES

Copyrights and Copyright Licenses listed on Schedule 6.1 and 6.2 attached hereto.

PATENTS AND PATENT LICENSES

Patents listed on Schedule 6.1 and 6.2 attached hereto.

TRADEMARKS AND TRADEMARK LICENSES

Trademarks and Trademarks Licenses listed on Schedule 6.1 and 6.2 attached hereto

Trademarks Owned by B&G Foods, Inc.

Trademark	Reg./App. No.	Reg. Date	Country
REGINA	75/518,886	7/14/98	United States
PENETINI	75/518,880	7/14/98	United States

Trademarks Owned by Bloch & Guggenheimer, Inc.+

Trademark	Reg./App. No.	Reg. Date	Country
Dwarf and Design * †	206,763	12/8/25	United States
New York Deli Style Pickles and Design *	1,710,207	8/25/92	United States
Pepper Fiesta	1,960,323	3/5/96	United States
Salsa Fiesta *	1,960,319	3/5/96	United States
Wellworth *	667,855	9/30/58	United States
All-Crisp and Design * †	634,932	9/25/56	United States
B&G *	1,963,345	3/19/96	United States
B&G *	1,963,338	3/19/96	United States
B&G Sandwich Toppers	2,048,777	4/1/97	United States
B&G Sandwich Toppers	2,159,048	5/19/98	United States
B an'G and Design	349,655	8/31/37	United States
B an'G and Design (Pickle) * †	1,216,020	11/9/82	United States
B&G Bloch Guggenheimer and Design *	1,647,533	6/11/91	United States
Ches-Del * †	1,156,559	6/2/81	United States
Peelin' Good	75-352,667	9/5/97 (filing date)	United States

+ These marks currently show a security agreement assignment to Heller Financial, Inc. on record, which will be terminated on the Closing Date.

* The records at the U.S. Patent and Trademark Office indicate a security interest recorded in favor of Chemical Bank, which will be terminated promptly following the Closing Date.

† The records at the U.S. Patent and Trademark Office indicate a security interest recorded in favor of The Bank of New York, which will be terminated promptly following the Closing Date.

Copyrights Owned by Bloch & Guggenheimer, Inc.

Copyright	Reg./App. No.	Reg. Date	Country
B&G New York Deli Style Pickles (label design) *	VA506982	8/19/91	United States

- * The records at the U.S. Copyright Office indicate a security interest recorded in favor of Chemical Bank, which will be terminated promptly following the Closing Date.

Trademarks Owned by Burns & Ricker, Inc.

Trademark	Reg./App. No.	Reg. Date	Country
Bagel Crisps +* †	1,306,252	11/20/84	United States
Burns & Ricker +* †	1,456,716	9/8/87	United States
Classic Tuscany Toast and Design +* †	1,484,475	4/12/88	United States
Crispini +*	1,684,571	4/28/92	United States
New York Style+	1,515,619	12/6/88	United States
Pita Crisps +*	1,562,411	10/24/89	United States
Tuscany Toast+ *	1,986,965	7/16/96	United States
Wheat Stalk Design (background) +	1,784,310	7/27/93	United States
Wheat Stalk Design (background) +	1,592,608	4/17/90	United States
Wheat Stalk Design (foreground) +	1,623,858	11/20/90	United States
Biscotti di Toscana *	74/419,619	7/30/93 (filing date)	United States
Mildewcide *	725,215	12/19/61	United States

+ These marks currently show a security agreement assignment to Heller Financial, Inc. on record, which will be terminated on the Closing Date.

* The records at the U.S. Patent and Trademark Office indicate a security interest recorded in favor of Chemical Bank, which will be terminated promptly following the Closing Date.

† The records at the U.S. Patent and Trademark Office indicate a security interest recorded in favor of BBL Bank Brussels Lambert, which will be terminated promptly following the Closing Date.

Trademarks Owned by RWBV Acquisition Corp.*

Trademark	Reg./App. No.	Reg. Date	Country
Brer Rabbit	1,135,244	5/13/80	United States
Brer Rabbit (Stylized)	363,717	1/3/39	United States
Brer Rabbit Device	363,718	1/3/79	United States
Brer Rabbit Device II	1,134,775	5/6/80	United States
Regina	311,858	4/10/34	United States
Regina	1,002,975	1/28/75	United States
Regina Bottle	614,141	10/11/55	United States
Regina Bottle Design	793,119	7/20/65	United States
Regina Bottle Design II	2,099,023	9/23/97	United States
Regina Bottle Design II with Label	2,119,091	12/9/97	United States
Vermont Maid	134,116	8/10/20	United States
Vermont Maid Label Design	1,285,455	7/10/84	United States
Wright's	1,386,209	3/11/86	United States
Wright's & Design	1,330,446	4/16/85	United States
Brer Rabbit & Design	56660	2/27/33	Canada
Vermont Maid & Design	55911	12/13/32	Canada
Wright's	372555	8/31/90	Canada
Vermont Maid	46809	5/15/89	Dominican Republic
Wrights Hickory Smoke	2100726	12/19/88	Japan
Brer Rabbit	183659	11/23/89	Korea (South)
Regina	174861	7/14/89	Korea (South)
Wright's	174863	7/14/89	Korea (South)
Regina	117178	6/28/91	Mexico
Vermont Maid	47822	4/10/90	Philippines
Wright's	49946	2/19/91	Philippines
Brer Rabbit	125783	5/4/88	Thailand
Vermont Maid	128982	5/4/88	Thailand
Wright's	123130	5/4/88	Thailand

* These marks currently show a security agreement assignment to Heller Financial, Inc. on record, which will be terminated on the Closing Date.

Trademarks Owned by Maple Grove Farms of Vermont, Inc.

Trademark	Reg./App. No.	Reg. Date	Country
Vermont Farms	1,017,553	8/5/75	United States
Maple Grove Farms	1,707,005	8/11/92	United States
Maple Grove Farms	1,784,306	7/27/93	United States
Vermont Sugar Free	1,835,046	5/3/94	United States
New England Farmhouse Pancake Syrup	1,933,973	11/7/95	United States
Misc. Design (Moose)	2,109,767	10/28/97	United States
Up Country Naturals	2,137,733	2/17/98	United States
Cozy Cottage	2,170,428	6/30/98	United States
Good For You Foods	75/463,621	4/7/98 (filing date)	United States
Maple Grove Farms of Vermont	75/465,311	4/9/98 (filing date)	United States
Vermont Sweet 'n Sour Barbeque Sauce & Design	5,524	4/16/86	Vermont State (U.S.A.)
Vermont Sweet 'n Sour Dressing & Design	5,525	4/16/86	Vermont State (U.S.A.)
Country Fudge Sauce & Design	5,871	1/10/90	Vermont State (U.S.A.)
Honey 'n Maple Ham Glaze & Design	5,872	1/10/90	Vermont State (U.S.A.)
Vermont Country Pesto Dressing & Design	5,873	1/10/90	Vermont State (U.S.A.)
Vermont Honey 'n Lemon Poppyseed Dressing & Design	5,874	1/10/90	Vermont State (U.S.A.)
Vermont Honey Syrup & Design	5,875	1/10/90	Vermont State (U.S.A.)
Vermont Zesty Tomato Dressing & Design	5,876	1/10/90	Vermont State (U.S.A.)
Country Kitchen Candies	49,894	5/16/90	Vermont State (U.S.A.)

Trademark	Reg./App. No.	Reg. Date	Country
Vermont Lemon 'n Dill Dressing & Design	5,975	12/3/90	Vermont State (U.S.A.)
Vermont Honey Mustard Sauce & Design	5,976	12/3/90	Vermont State (U.S.A.)
Vermont All Natural Dijon Maple Vinaigrette (Stylized)	5,978	12/3/90	Vermont State (U.S.A.)
Vermont All Natural Parmesan & Cracked Pepper Dressing & Design	5,979	12/3/90	Vermont State (U.S.A.)
Vermont Country Steak Sauce & Design	5,977	12/3/90	Vermont State (U.S.A.)
Vermont Sugar Free	7,104	12/11/92	Vermont State (U.S.A.)
New England Farmhouse Pancake Syrup	7,250	12/8/93	Vermont State (U.S.A.)
Maple Grove Farms of Vermont, Inc.	7,518	1/9/96	Vermont State (U.S.A.)

Trademarks Owned by Trappey's Fine Foods, Inc.

Trademark	Reg./App. No.	Reg. Date	Country
Bull	724,895	12/5/61	U.S.A.
Chef-Magic	711,301	2/14/62	U.S.A.
Chef Magic	1,274,499	4/17/84	U.S.A.
Chef Magic	2,397,247		Japan
Dulcito & Design	820,117	12/6/66	U.S.A.
Dulcito	965,698	8/7/73	U.S.A.
Green Dragon	989,382	7/30/74	U.S.A.
Indi-Pep	999,803	12/17/74	U.S.A.
Mexi-Pep	230,395	7/19/27	U.S.A.
Serano	842,183	1/9/68	U.S.A.
Shield Label (design only)	856,105	9/3/68	U.S.A.
Shield Label	887,581	3/10/70	U.S.A.
Spice-up	732,214	5/29/62	U.S.A.
Tempero & Design	841,700	1/2/68	U.S.A.
Torrido	989,073	7/23/74	U.S.A.
Torrido & Design	819,665	11/29/66	U.S.A.
Trappey's	845,099	2/27/68	U.S.A.
Trappey's	B297823	unknown	Australia
Trappey's	B297824	unknown	Australia
Trappey's	5429	unknown	Bahrain
Trappey's	320,919	8/7/73	Benelux
Trappey's	892,329	4/12/72	Germany
Trappey's	1106801	12/22/78	Great Britain
Trappey's	1106802	12/22/78	Great Britain
Trappey's	1360517	unknown	Japan
Trappey's	1318775	unknown	Japan
Penny Wise & Design	723,945	11/14/61	U.S.A.

Trademarks owned by B.F. Trappey's Sons, Inc. (now Trappey's Fine Foods, Inc.)

Trademark	Reg./App. No.	Reg. Date	Country
Red Dragon	351,051	9/27/77	Louisiana State U.S.A.
Lousiana	310,419	6/21/73	Louisiana State U.S.A.
Trappey's	310,417	6/25/73	Louisiana State U.S.A.
Torrído	310,416	6/25/73	Louisiana State U.S.A.
Tempero	310,415	6/25/73	Louisiana State U.S.A.
Ice Up	310,413	6/25/73	Louisiana State U.S.A.
Shield Label	310,412	6/25/73	Louisiana State U.S.A.
Serano	310,411	6/25/73	Louisiana State U.S.A.
Red Devil	310,409	6/25/73	Louisiana State (U.S.A.)
Peter Piper	310,408	6/25/73	Louisiana State U.S.A.
Indi-Pep	310,404	6/25/73	Louisiana State U.S.A.
Green Dragon	310,403	6/25/73	Louisiana State U.S.A.
Green Devil	310,402	6/25/73	Louisiana State U.S.A.
Dulcito	310,401	6/25/73	Louisiana State U.S.A.
Bull	724,895	12/5/61	Louisiana State U.S.A.

**Trademarks Owned by Maple Grove, Inc.
(now Maple Grove Farms of Vermont, Inc.)**

Trademark	Reg./App. No.	Reg. Date	Country
Maple Grove (Stylized)	128,447	1/6/20	United States
Maple Grove (Stylized)	182,475	4/8/24	United States

Intellectual Property Owned by Roseland Distribution Company

CURRENT OWNER	TRADEMARK / Copy right	CITY	COUN APP NO	EDM APP DI	STATUS	COUN REG NO	CUN REG DT	CLASS	PROTECT IN.
M. POLMER, INC.	ALL FRUIT	USA	74/016101	220E1909	REG	1822827	26P1978	29	50580/216
M. POLMER, INC.	DOG'EY DAIRY CALL IT JELLY & DE USA	USA	74/279075	26M1992	REG	1751430	09T1991	29	50580/412
M. POLMER, INC.	EAGLE ROCK FARMS	USA	75/212168	130E1996	INA			29	50580/311
M. POLMER, INC.	* JUN LOVER (APPLE JELLY)	USA	VA66-303	22JL1991	REG	VA66-383	22JL1991		50580/1421
M. POLMER, INC.	* JUN LOVER (GAUPE JELLY)	USA	VA66-387	22JL1991	REG	VA66-387	22JL1991		50580/1422
M. POLMER, INC.	* JUN LOVER (ORANGE JUICE STRAWBERRY)	USA	VA66-382	22JL1991	REG	VA66-382	22JL1991		50580/1423
M. POLMER, INC.	* JUN LOVER (ORANGE MARMALADE ORANGE)	USA	VA66-364	22JL1991	REG	VA66-364	22JL1991		50580/1424
M. POLMER, INC.	JUN LOVER'S & DESIGN	USA	72/449928	27E1973	REG	987985	09JL1974	29	50580/1425
M. POLMER, INC.	MARK ARE	USA	71/621246	22E1984	REG	1497875	26JL1988	29	50580/1426
M. POLMER, INC.	* ORIGINAL RED CORNANT JELLY LAKE	USA	VA676354	22JL1991	REG	VA676354	22JL1991		50580/281
M. POLMER, INC.	POLMER	USA	71/634275	060C1933	REG	596070	120C1954	29	50580/1125
M. POLMER, INC.	POLMER	USA	74/071376	29JL1990	REG	16950259	09JL1991	29	50580/1126
M. POLMER, INC.	POLMER	USA	74/433204	17E1995	REG	1961765	02M1996	29	50580/1334
M. POLMER, INC.	POLMER ENERGY FRUIT	USA	71/621247	22E1984	REG	1549465	27JL1989	29	50580/1130
M. POLMER, INC.	POLMER LITE (STILIZED)	USA	773000	05JL1978	REG	1128752	04E1979	30	50580/1332
M. POLMER, INC.	* REAL RIVER JELLY LABEL DESIGN	USA	VA676353	22JL1991	REG	VA676353	22JL1991		50580/232
M. POLMER, INC.	ALL FRUIT	USA	1983097	15E1995	REG	1626782	47E1997	29	50580/166
M. POLMER, INC.	OPP. NO. /TODD FRUITA & DE	USA	2035816	03E1976	INA			29	50580/175
M. POLMER, INC.	POLMER	USA	1983095	15JL1995	REG	1596347	17JL1996	29	50580/166
M. POLMER, INC.	POLMER	USA	1983096	15E1995	REG	1596348	17JL1996	30	50580/167
M. POLMER, INC.	POLMER ALL FRUIT	USA	2035279	30JL1996	REG	1430003	21JL1997	29	50580/167
M. POLMER, INC.	ALL FRUIT	USA	01644820	28JL1995	REG	01644820	280C1997	33.10	50580/164
M. POLMER, INC.	POLMER	USA	01741408	02JL1993	REG	01741408	04JL1995	29.50	50580/1112
M. POLMER, INC.	POLMER	USA	01741409	02JL1993	REG	01741409	04JL1995	33.10	50580/1113
M. POLMER, INC.	DOG'EY DAIRY CALL IT JELLY	USA	736662	09E1993	REG	446964	03E1995	0	50580/657

Note: Assignments to Roseland Distribution have not yet been recorded

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ALL TRADEMARKS FOR M. POLMER, INC.
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ALL TRADEMARKS FOR M. POLARIS, INC.
DECEMBER 16, 1998

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OWNER	TRADEMARK	CITY	COUNTRYP NO	DOB	APP DT	STATUS	CURR REG NO	CUN REG DT	CLASS	BOOKET NO.
M. POLARIS, INC.	POLARIS	CANA	474106	14AUI1981	REG	268314	21U11982	0	50580/751	
M. POLARIS, INC.	POLARIS ALL FRUIT	CANA	791132	24AUI1985	REG	442915	24E11987	0	50580/191	
M. POLARIS, INC.	POLARIS	COLD	95051267	31U111995	REG	104461	30M11998	30	50580/1115	
M. POLARIS, INC.	POLARIS	COLD	95051266	31OC11995	REG	184460	30M11998	29	50580/1116	
M. POLARIS, INC.	POLARIS ALL FRUIT	COLD	95051264	31OC11995	REG	104438	30M11998	29	50580/1128	
M. POLARIS, INC.	POLARIS	FRAN	1694214	18E11991	REG	1694214	18E11991	29	50580/1177	
M. POLARIS, INC.	POLARIS	GRNI	2023320	08U11995	REG	2023320	08U11995	29	50580/1180	
M. POLARIS, INC.	POLARIS ALL FRUIT	GRNI	2023321	08U11995	REG	2023321	08U11995	29	50580/1129	
M. POLARIS, INC.	POLARIS	JAPA	51-65161	17DE11976	REG	144665	21E11980	12	50580/1119	
M. POLARIS, INC.	POLARIS	KONS	90-201	10E11991	INA	215256	10E11991	82	50580/1357	
M. POLARIS, INC.	ALL FRUIT	MEXI	075621	09AUI1995	REG	454081	05A11994	29	50580/1343	
M. POLARIS, INC.	CUN. NO. /POLARIS	MEXI			INA				50580/066	
M. POLARIS, INC.	POLARIS	MEXI	172819	30E11993	REG	451976	23E11994	36	50580/1122	
M. POLARIS, INC.	POLARIS	MEXI	072004	30E11993	REG	452933	23E11994	29	50580/1121	
M. POLARIS, INC.	ALL FRUIT	PANA	70261	21M11994	REG	70261	29E11995	29	50580/1335	
M. POLARIS, INC.	POLARIS	PINA	70200	22M11994	REG	70200	22M11995	29	50580/1123	
M. POLARIS, INC.	POLARIS	PERU	275821	09AUI1995	REG	26509	22M11996	28	50580/1124	
M. POLARIS, INC.	ALL FRUIT	PHIL	96042	27OC1994	FIL			0	50580/441	
M. POLARIS, INC.	POLARIS	PHIL	96041	27OC1994	REG	96041	30U11997	0	50580/702	
M. POLARIS, INC.	POLARIS FRUIT FRUIT	PHIL	94043	27OC1994	FIL			0	50580/708	
M. POLARIS, INC.	OPP. NO. /POLARIS & DEER	PHIL	276059	05AUI1991	INA			21	50580/087	
M. POLARIS, INC.	POLARIS	VIET	17567/93	24E11993	FIL			29	50580/703	
M. POLARIS, INC.	POLARIS	VIET	19164/93	20OC1993	FIL			30	50580/1335	
M. POLARIS, INC.	POLARIS ALL FRUIT	VIET	11380/94	28AUI1994	FIL			29	50580/707	

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ALL TRADEMARKS FOR H. POLAKER, INC.
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CHARIT ORGA	TRADEMARK	CITY	COUN	APP	FILE	CUR	APP	DI	STATUS	CHAR	REG	NO	CUR	REG	DI	CLASS	DOCKET	NO.
H. POLAKER, INC.	ALL FRUIT	USA	74/014101	220E1989	REG	1812827	26AP1994	29	50580/216									
H. POLAKER, INC.	ALL FRUIT	ARG	1983097	151E1995	REG	1826182	17E1997	29	50580/106									
H. POLAKER, INC.	ALL FRUIT	BLZ	818648120	28JL1995	REG	818648120	28OC1997	33, 30	50580/184									
H. POLAKER, INC.	ALL FRUIT	MEX	179128	19AU1993	REG	454001	05JN1994	29	50580/1343									
H. POLAKER, INC.	ALL FRUIT	PAN	70281	23MR1994	REG	70281	29SE1995	29	50580/1335									
H. POLAKER, INC.	ALL FRUIT	PHL	96042	27OC1994	REG			0	50580/163									
H. POLAKER, INC.	CON. MR. /POLAKO	MEX			INA													
H. POLAKER, INC.	DOWN'T DANCE CALL IT JELLY	CUN	73862	09AE1993	REG	44694	01NE1995	0	50580/837									
H. POLAKER, INC.	DOWN'T DANCE CALL IT JELLY & DE USA	USA	74/27075	24MT1992	REG	1751438	09TE1993	29	50580/1432									
H. POLAKER, INC.	EGGLE LOCK FRONS	USA	75/212160	13OE1994	INA			29	50580/511									
H. POLAKER, INC.	* JAM LOTER (APPLE JELLY)	USA	VA66-383	22JL1991	REG	VA66-383	22JL1991		50580/1421									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-387	22JL1991	REG	VA66-387	22JL1991		50580/1422									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-382	22JL1991	REG	VA66-382	22JL1991		50580/1423									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-384	22JL1991	REG	VA66-384	22JL1991		50580/1424									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-385	22JL1991	REG	VA66-385	22JL1991		50580/1425									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-386	22JL1991	REG	VA66-386	22JL1991		50580/1426									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-387	22JL1991	REG	VA66-387	22JL1991		50580/1427									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-388	22JL1991	REG	VA66-388	22JL1991		50580/1428									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-389	22JL1991	REG	VA66-389	22JL1991		50580/1429									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-390	22JL1991	REG	VA66-390	22JL1991		50580/1430									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-391	22JL1991	REG	VA66-391	22JL1991		50580/1431									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-392	22JL1991	REG	VA66-392	22JL1991		50580/1432									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-393	22JL1991	REG	VA66-393	22JL1991		50580/1433									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-394	22JL1991	REG	VA66-394	22JL1991		50580/1434									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-395	22JL1991	REG	VA66-395	22JL1991		50580/1435									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-396	22JL1991	REG	VA66-396	22JL1991		50580/1436									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-397	22JL1991	REG	VA66-397	22JL1991		50580/1437									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-398	22JL1991	REG	VA66-398	22JL1991		50580/1438									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-399	22JL1991	REG	VA66-399	22JL1991		50580/1439									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-400	22JL1991	REG	VA66-400	22JL1991		50580/1440									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-401	22JL1991	REG	VA66-401	22JL1991		50580/1441									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-402	22JL1991	REG	VA66-402	22JL1991		50580/1442									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-403	22JL1991	REG	VA66-403	22JL1991		50580/1443									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-404	22JL1991	REG	VA66-404	22JL1991		50580/1444									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-405	22JL1991	REG	VA66-405	22JL1991		50580/1445									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-406	22JL1991	REG	VA66-406	22JL1991		50580/1446									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-407	22JL1991	REG	VA66-407	22JL1991		50580/1447									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-408	22JL1991	REG	VA66-408	22JL1991		50580/1448									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-409	22JL1991	REG	VA66-409	22JL1991		50580/1449									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-410	22JL1991	REG	VA66-410	22JL1991		50580/1450									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-411	22JL1991	REG	VA66-411	22JL1991		50580/1451									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-412	22JL1991	REG	VA66-412	22JL1991		50580/1452									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-413	22JL1991	REG	VA66-413	22JL1991		50580/1453									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-414	22JL1991	REG	VA66-414	22JL1991		50580/1454									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-415	22JL1991	REG	VA66-415	22JL1991		50580/1455									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-416	22JL1991	REG	VA66-416	22JL1991		50580/1456									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-417	22JL1991	REG	VA66-417	22JL1991		50580/1457									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-418	22JL1991	REG	VA66-418	22JL1991		50580/1458									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-419	22JL1991	REG	VA66-419	22JL1991		50580/1459									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-420	22JL1991	REG	VA66-420	22JL1991		50580/1460									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-421	22JL1991	REG	VA66-421	22JL1991		50580/1461									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-422	22JL1991	REG	VA66-422	22JL1991		50580/1462									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-423	22JL1991	REG	VA66-423	22JL1991		50580/1463									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-424	22JL1991	REG	VA66-424	22JL1991		50580/1464									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-425	22JL1991	REG	VA66-425	22JL1991		50580/1465									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-426	22JL1991	REG	VA66-426	22JL1991		50580/1466									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-427	22JL1991	REG	VA66-427	22JL1991		50580/1467									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-428	22JL1991	REG	VA66-428	22JL1991		50580/1468									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-429	22JL1991	REG	VA66-429	22JL1991		50580/1469									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-430	22JL1991	REG	VA66-430	22JL1991		50580/1470									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-431	22JL1991	REG	VA66-431	22JL1991		50580/1471									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-432	22JL1991	REG	VA66-432	22JL1991		50580/1472									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-433	22JL1991	REG	VA66-433	22JL1991		50580/1473									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-434	22JL1991	REG	VA66-434	22JL1991		50580/1474									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-435	22JL1991	REG	VA66-435	22JL1991		50580/1475									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-436	22JL1991	REG	VA66-436	22JL1991		50580/1476									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-437	22JL1991	REG	VA66-437	22JL1991		50580/1477									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-438	22JL1991	REG	VA66-438	22JL1991		50580/1478									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-439	22JL1991	REG	VA66-439	22JL1991		50580/1479									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-440	22JL1991	REG	VA66-440	22JL1991		50580/1480									
H. POLAKER, INC.	* JAM LOTER (ORANGE JELLY)	USA	VA66-441	22JL1991	REG	VA66-441	22JL1991		50580/1481									
H. POLAKER, INC.	* JAM LOTER (OR																	

ADDENDUM TO INTELLECTUAL PROPERTY SCHEDULE

U.S. Trademarks:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WHITE CAP	1,123,759	August 7, 1979

U.S. Copyrights:

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
✓ Polaner All Fruit, black cherry	VA 499033	July 24, 1991
- Polaner All Fruit orange	VA 464598	October 4, 1990
✓ Polaner All Fruit—blueberry	VA 428879	October 4, 1990
- Polaner All Fruit—apricot	VA 428878	October 4, 1990
- Polaner All Fruit—strawberry	VA 428877	October 4, 1990
- Polaner All Fruit—pineapple	VA 428876	October 4, 1990
✓ Polaner All Fruit—seedless blackberry	VA 428875	October 4, 1990
✓ Polaner All Fruit—raspberry	VA 427806	October 4, 1990
- Polaner All Fruit—grape	VA 427805	October 4, 1990
✓ Polaner All Fruit—peach	VA 427804	October 4, 1990

Domain Names: (

<u>Domain Name</u>	<u>Registrant</u>	<u>Date created</u>
POLANER.COM	Smart Media Inc.	April 11, 1998
POLANERS.COM	Smart Media Inc.	April 11, 1998
POLANERALLFRUIT.COM	Ecommerce Now	October 23, 1998

Note: Assignments to Roseland Distribution have not yet been recorded

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Trademarks Owned by William Underwood Company

Trademark	Reg./App. No.	Reg. Date	Country
Ac'cent	1162	1/26/78	Antigua
Ac'cent	1879	2/20/78	Anguilla
Ac'cent	2746	10/25/52	Netherland Antilles
Ac'cent	1615038	9/10/96	Argentina
Ac'cent	91975	5/19/49	Australia
Ac'cent	6170	7/15/76	Barbados
Ac'cent	*40006	*9/18/97	Bulgaria
Ac'cent	3009	9/10/55	Bermuda
Ac'cent	35068A	4/6/56	Bolivia
Ac'cent	2532	7/27/55	Bahamas
Ac'cent	858	3/16/55	Belize
Ac'cent	7547870	2/16/82	Brazil
Ac'cent	026417	6/19/47	Canada
Ac'cent	347248	6/11/59	Chile
Ac'cent	188438	5/29/96	Colombia
Ac'cent	79681	5/30/80	Cuba
Ac'cent	614298	6/14/80	Germany
Ac'cent (Stylized)	18A	8/22/82	Dominica
Ac'cent	9098	5/13/55	Dominican Republic
Ac'cent	2585-93	8/20/53	Ecuador
Ac'cent	661290	8/1/47	United Kingdom
Ac'cent	82/1977	8/1/82	Grenada
Ac'cent	8420	3/1/83	Guatemala
Ac'cent	262/1956	4/23/56	Hong Kong
Ac'cent	6708	2/23/54	Honduras
Ac'cent	125/104 (Original Reg. No. 438/17)	9/3/55	Haiti
Ac'cent	26021	6/3/70	Israel
Ac'cent	130518	8/12/47	India
Ac'cent	587472 (Original Reg. No. 259413)	6/14/70	Italy
Ac'cent	4814	7/15/61	Jamaica

* Application is pending—number and date reflect application number and application date.

Trademark	Reg./App. No.	Reg. Date	Country
Ac'cent	510403	11/24/95	Mexico
Ac'cent	7922	3/14/55	Nicaragua
Ac'cent	45166	7/18/47	New Zealand
Ac'cent	3853	5/27/53	Panama
Ac'cent	23668	2/26/54	Peru
Ac'cent	9456	9/16/55	Puerto Rico
Ac'cent	179394 (Original Reg. No. 114470)	4/26/55	Paraguay
Ac'cent	178672 (Original Reg. NO. 114469)	4/26/55	Paraguay
Ac'cent	64155	3/25/78	Sweden
Ac'cent	8710	2/7/855	Suriname
Ac'cent	1948	8/12/83	El Salvador
Ac'cent	138233	11/5/57	Turkey
Ac'cent (Stylized)	435707	1/6/68	United States
Ac'cent (Design)	1613127	9/11/90	United States
Ac'cent	202708	5/24/85	Uruguay
Ac'cent	24267	3/27/51	Venezuela
Ac'cent	86205	2/27/78	Venezuela
Ac'cent	21736	11/2/95	Vietnam
Ac'cent	1981/47/2	3/16/48	South Africa
Ac'cent	68/88	8/14/85	Zanzibar
Ac'cent (Design)	282572	8/19/83	Canada
Ac'cent (Design)	1034024	2/17/76	United States
Ac'cent (Design)	1098941	8/8/78	United States
Ac'cent (Stylized)	13403	8/14/89	Aruba
Ac'cent (Stylized)	002226570 (Original Reg. No. 108465)	3/12/48	Brazil
Ac'cent (Stylized)	7547870 (Original Reg. No. 7511336A2)	2/16/82	Brazil
Ac'cent (Stylized)	62717	9/24/87	Benelux
Ac'cent (Stylized)	355503 (Original Reg. No. 121444)	6/16/47	Switzerland
Ac'cent (Stylized)	14369	10/10/52	Costa Rica
Ac'cent (Stylized)	1533741	9/2/78	France
Ac'cent (Stylized)	2/1978	2/20/78	St. Kitts-Nevis
Ac'cent (Stylized)	177/1977	10/19/77	St. Lucia

* Application is pending—number and date reflect application number and application date.

Trademark	Reg./App. No.	Reg. Date	Country
Ac'cent (Stylized)	83821	2/28/90	Peru
Ac'cent (Stylized)	A5751R	7/26/85	Papua New Guinea
Ac'cent (Stylized)	124/1977	8/1/68	St. Vincent
Wake's Up Food Flavor!	925617	12/14/71	United States
Jamon Del Diablo	5926	10/11/88	Panama
Diablitos	5927A	10/11/88	Panama
Diablitos	54782	10/11/88	Panama
Devilicious	1221083	12/21/82	United States
Devil (Design only)	184794	12/18/63	Australia
Devil (Design only)	81/7502	7/13/98	Barbados
Devil (Design only)	*40008	*9/18/97	Bulgaria
Devil (Design only)	004517881	11/20/83	Brazil
Devil (Design only)	77108	12/2/83	Benelux
Devil (Design only)	119915	10/21/90	Canada
Devil (Design only)	48964	3/11/75	Costa Rica
Devil (Design only)	1438960	12/7/77	France
Devil (Design only)	29943	4/30/83	Greece
Devil (Design only)	150369	4/1/98	Hungary
Devil (Design only)	379228	8/11/97	Indonesia
Devil (Design only)	65970	4/29/77	Ireland
Devil (Design only)	434502	4/27/63	Italy
Devil (Design only)	363686	5/29/97	Korea
Devil (Design only)	367027	6/27/97	Korea
Devil (Design only)	*96/04455	*4/26/96	Malaysia
Devil (Design only)	*84392	*11/26/96	Panama
Devil (Design only)	51033	12/21/83	Peru
Devil (Design only)	51034	12/21/83	Peru
Devil (Design only)	A5753R	9/16/75	Papua New Guinea
Devil (Design only)	13440	1/18/88	Philippines
Devil (Design only)	153739	6/16/97	Russia
Devil (Design only)	108048	11/22/83	Sweden
Devil (Design only)	730903	10/1/96	Taiwan
Devil (Design only)	*96/040846	*4/2/96	Ukraine
Devil (Design only)	1160186	7/7/81	United States
Devil (Design only)	691019	1/5/60	United States

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Trademark	Reg./App. No.	Reg. Date	Country
Devil (Design only)	100229	10/13/14	United States
Devil (Design only)	21822	11/9/95	Vietnam
Friend's (Design)	656889	1/7/58	United States
Underwood	*None	*1/13/97	Barbados
Underwood	*40007	9/18/97	Bulgaria
Underwood	A45313	6/29/82	Bolivia
Underwood	A45312	6/29/82	Bolivia
Underwood	004517873	11/20/83	Brazil
Underwood	149204	3/11/98	Hungary
Underwood	378987	8/8/97	Indonesia
Underwood	367028	6/27/97	Korea
Underwood	377149	10/2/97	Korea
Underwood (Transliterated)	377150	10/2/97	Korea
Underwood (Transliterated)	367029	6/27/97	Korea
Underwood	*96/04454	*4/26/96	Malaysia
Underwood	*084393	*11/26/96	Panama
Underwood	153738	6/16/97	Russia
Underwood	730904	10/1/96	Taiwan
Underwood	*96/040845	*4/2/96	Ukraine
Underwood	21728	11/2/95	Vietnam
Underwood (Design)	1617722	10/3/96	Argentina
Underwood (Design)	177873	1/7/63	Australia
Underwood (Design)	A49793 (Original Reg. No. C17939)	11/9/64	Bolivia
Underwood (Design)	77107	12/2/83	Benelux
Underwood (Design)	7492	10/11/96	Belize
Underwood (Design)	214705	7/9/76	Canada
Underwood (Design)	325896	5/21/83	Switzerland
Underwood (Design)	419496	1/7/94	Chile
Underwood (Design)	1061238	7/21/97	China (PRC)
Underwood (Design)	55014A	10/7/88	Colombia
Underwood (Design)	55014	10/7/88	Colombia
Underwood (Design)	23462	3/10/89	Costa Rica
Underwood (Design)	74607	6/28/78	Cuba
Underwood (Design)	155719	6/5/93	Czech Republic

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Trademark	Reg./App. No.	Reg. Date	Country
Underwood (Design)	12893	7/26/83	Dominican Republic
Underwood (Design)	3949/95	8/6/90	Ecuador
Underwood (Design)	521497	12/17/97	Ecuador
Underwood (Design)	521597	12/17/97	Ecuador
Underwood (Design)	305819M	4/3/56	Spain
Underwood (Design)	1438963	12/7/87	France
Underwood (Design)	856297	11/8/84	United Kingdom
Underwood (Design)	15023	7/9/78	United Kingdom
Underwood (Design)	2360	4/26/65	Gibraltar
Underwood (Design)	29942	4/30/83	Greece
Underwood (Design)	22526	9/6/90	Guatemala
Underwood (Design)	2939/97	3/14/97	Hong Kong
Underwood (Design)	17312	9/2/70	Honduras
Underwood (Design)	12590	3/26/85	Honduras
Underwood (Design)	31REG99	3/21/94	Haiti
Underwood (Design)	A66489	4/29/77	Ireland
Underwood (Design)	101190	5/8/97	Israel
Underwood (Design)	*686928	*11/15/95	India
Underwood (Design)	434503	4/27/63	Italy
Underwood (Design)	1496	5/31/8	Liechtenstein
Underwood (Design)	33522	5/8/83	Morocco
Underwood (Design)	7693	5/3/91	Malta
Underwood (Design)	512111	11/30/95	Mexico
Underwood (Design)	13146	2/25/64	Nicaragua
Underwood (Design)	122519	10/3/85	Norway
Underwood (Design)	78879	6/25/65	New Zealand
Underwood (Design)	18343	11/22/83	Panama
Underwood (Design)	20456	4/25/89	Peru
Underwood (Design)	21535	5/16/78	Peru
Underwood (Design)	A5752R	9/16/75	Papua New Guinea
Underwood (Design)	13439	1/18/68	Philippines
Underwood (Design)	*Z142543	*1/19/95	Poland
Underwood (Design)	27221	5/19/87	Puerto Rico
Underwood (Design)	166304	8/6/63	Paraguay
Underwood (Design)	166305	8/6/63	Paraguay
Underwood (Design)	108277	12/20/83	Sweden

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Trademark	Reg./App. No.	Reg. Date	Country
Underwood (Design)	155719	6/5/83	Slovak Republic
Underwood (Design)	5593	6/20/58	El Salvador
Underwood (Design)	111	8/22/73	El Salvador
Underwood (Design)	159	5/16/85	El Salvador
Underwood (Design)	98/78	3/27/63	Tunisia
Underwood (Design)	759785	11/5/63	United States
Underwood (Design)	1160187	7/7/81	United States
Underwood (Design)	367570	5/23/39	United States
Underwood (Design)	201491	8/4/84	Uruguay
Underwood (Slogan) La Mejor Forma de Comer Jamon	208318	5/14/98	Colombia
Seli's	741378	11/27/62	United States
Red Devil Snacker	1843802	7/5/94	United States
Sa-son	13890	8/23/66	Puerto Rico
Sa-son Ac'cent	006751067	9/10/88	Brazil
Sa-son Ac'cent	*Not yet assigned	*Filed 4/98 - actual date not yet received	Belize
Sa-son Ac'cent	*95052513	*11/7/95	Colombia
Sa-son Ac'cent	106378	3/16/98	Costa Rica
Sa-son Ac'cent	26278	5/2/77	Dominican Republic
Sa-son Ac'cent	*62064	*10/13/95	Ecuador
Sa-son Ac'cent	2133968	11/28/97	United Kingdom
Sa-son Ac'cent	21743	2/16/70	Guatemala
Sa-son Ac'cent	18190	5/15/71	Honduras
Sa-son Ac'cent	21912	11/29/69	Nicaragua
Sa-son Ac'cent	15741	12/29/71	Panama
Sa-son Ac'cent	86496	1/4/90	Peru
Sa-son Ac'cent	*11263/97	6/10/97	Paraguay
Sa-son Ac'cent	60	7/30/73	El Salvador
Sa-son Ac'cent	286017	6/2/98	Uruguay
Sa-son Ac'cent (Stylized)	1614311	9/3/1996	Argentina
Sa-son Ac'cent (Stylized)	*3092	*5/23/97	Bolivia
Sa-son Ac'cent (Stylized)	469475	10/14/96	Chile

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Trademark	Reg./App. No.	Reg. Date	Country
Sa-son Ac'cent (Stylized)	26277	5/4/77	Dominican Republic
Sa-son Ac'cent (Stylized)	862117	2/5/79	Spain
Sa-son Ac'cent (Stylized)	*108198	*5/17/96	Philippines
Sa-son Ac'cent (Stylized)	19777	9/29/75	Puerto Rico
Sa-son Ac'cent (Stylized)	18378	7/24/73	Puerto Rico
Sa-son Ac'cent (Stylized)	832252	7/18/67	United States
Mi Secreto	42283	1/27/91	Costa Rica
Mi Secreto	50798	10/8/86	Guatemala
Mi Secreto	19725	11/8/82	Honduras
Mi Secreto	23892	2/12/71	Nicaragua
Mi Secreto	15380	2/3/90	Puerto Rico
Mi Secreto	131	5/29/74	El Salvador
Mi Secreto	856124	9/3/68	United States
Mi Secreto	67270	1/10/72	Venezuela

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Trademarks Owned by Heritage Acquisition Corp.

Trademark	Reg./App. No.	Reg. Date	Country
B&M (Design)	602802	3/1/55	United States
B&M (Design)	18813	3/4/84	Puerto Rico
Las Palmas	1852514	9/6/94	United States
Las Palmas (Stylized)	582054	11/3/53	United States
Las Palmas (Design)	369741	11/14/93	Mexico
Las Palmas (Design)	0104747	2/21/75	United Kingdom
Las Palmas (Design)	931913	4/4/72	United States
Las Palmas (Design)	379295	7/9/80	United States

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Copyright	Reg. No.	Reg. Date	Country
Las Palmas Enchilada Sauce label	KK219018	12/17/70	United States
Las Palmas Chili Beans label	KK219019	12/17/70	United States
Las Palmas Green Chili Salsa label	KK219020	12/17/70	United States

Tradenames Owned by Heritage Acquisition Corp.

William Underwood Company
Ramirez & Feraud

Domain names Owned by Heritage Acquisition Corp.

joanofarc.com

Trademarks Owned by Heritage Acquisition Corp.

Trademark	Reg./App. No.	Reg. Date	Country
Joan of Arc	1529889	3/14/89	United States
Joan of Arc and Design	513287	8/9/49	United States
Joan of Arc and Design	746320	3/5/63	United States
Design	828652	5/9/67	United States
Design	828651	5/9/67	United States
Jack O'Lantern (Stylized)	202103	8/18/25	United States
Our Darling	177163	12/11/23	United States
Faithful	67052	1/14/08	United States

Patents Owned by William Underwood Company

Patents	Reg. No.	Issue. Date	Country
Maltol treated canned meat process	US4279936	7/21/81	United States

CONTRACTS

Asset Purchase Agreement, dated as of January 28, 1999, among The Pillsbury Company, Indivined B.V., IC Acquisition Company, Heritage Acquisition Corp. and B&G Foods, Inc.

EXISTING PRIOR LIENS

All liens listed on Schedule 6.3(f) to the Term Loan Agreement and the Revolving Credit Agreement.