

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B&G Foods, Inc.		08/21/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76455913	AC'CENT GRILLIN' GREATS
Registration Number:	2429818	BENNY THE BAKED BEAN
Registration Number:	2667019	EXCITE MY
Registration Number:	2394271	RED DEVIL LOUISIANA HOT SAUCE
Registration Number:	1135244	BRER RABBIT
Registration Number:	1134775	
Registration Number:	0793119	
Registration Number:	2099023	
Registration Number:	2119091	
Registration Number:	1285455	
Registration Number:	0614141	EB REGINA
Registration Number:	0311858	REGINA
Registration Number:	1002975	REGINA
Registration Number:	1386209	WRIGHT'S
Registration Number:	1330446	WRIGHT'S

OP \$415.00 76455913

Registration Number:

0134116

VERMONT MAID

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

Email: LBLevy@stblaw.com

Correspondent Name: Alison Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

053113/1139

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of August 21, 2003 is made by B&G Foods, Inc., a Delaware Corp. (“Obligor”), in favor of Lehman Commercial Paper Inc., as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Term Loan Agreement and the Amended and Restated Revolving Credit Agreement, each dated as of August 21, 2003 (respectively, as each may be amended, supplemented or otherwise modified from time to time, the “Term Loan Agreement” and the “Revolving Credit Agreement”, and collectively, the “Credit Agreements”), among Obligor, B&G Foods Holdings Corp., the Lenders parties thereto, the Agent, and Lehman Brothers Inc., as Arranger.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreements, the Lenders have severally agreed to make Loans and other extensions of credit to the Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreements, the Obligor and certain other subsidiaries of the Obligor have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of August 21, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Obligor pursuant to the Credit Agreements, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreements and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in the Trademarks listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreements and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

B&G FOODS, INC.

By:  _____

Name:

Title:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: _____

Name:

Title:

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in the Trademarks listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreements and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

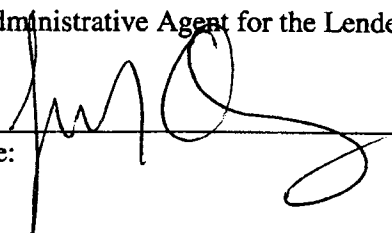
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

B&G FOODS, INC.

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: 
Name:
Title:

STATE OF New York,
COUNTY OF Kings) ss

On the 18 day of November 2003, before me personally came
Francis Chang, who is personally known to me to be the Vice President of
Lehman Commercial Paper, Inc., a New York corporation; who, being duly sworn, did depose
and say that she/he is the Vice President in such corporation, the corporation
described in and which executed the foregoing instrument; that she/he executed and delivered
said instrument pursuant to authority given by the Board of Directors of such corporation; and
that she/he acknowledged said instrument to be the free act and deed of said corporation.

Nelvadia Hatcher

Notary Public

NELVADIA HATCHER

Notary Public, State of New York

Registration # 01HA6082085

Qualified in Kings County

Commission Expires October 21, 20 06

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

United States Trademark Registrations and Applications

AC'CENT GRILLIN' GREATS	76/455,913
BENNY THE BAKED BEAN	2,429,818
EXCITE MY	2,667,019
RED DEVIL LOUISIANA HOT SAUCE	2,394,271
BRER RABBIT	1,135,244
Design Only (Brer Rabbit)	1,134,775
Design Only (Regina Bottle)	793,119
Design Only (Regina Bottle)	2,099,023
Design Only (Regina Bottle)	2,119,091
Design Only (Vermont Maid)	1,285,455
EB REGINA	614,141
REGINA	311,858
REGINA	1,002,975
WRIGHT'S	1,386,209
WRIGHT'S Block Letters	1,330,446
VERMONT MAID	134,116