

**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
Heritage Acquisition Corp.		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: 14		
Property Type	Number	Word Mark
Serial Number:	76506190	LAS PALMAS
Registration Number:	0602802	B & M
Registration Number:	0067052	FAITHFUL
Registration Number:	0202103	JACK O' LANTERN
Registration Number:	1529889	JOAN OF ARC
Registration Number:	0513287	JOAN OF ARC
Registration Number:	0746320	JOAN OF ARC
Registration Number:	1852514	LAS PALMAS
Registration Number:	0582054	LAS PALMAS
Registration Number:	0379295	LAS PALMAS
Registration Number:	0931913	LAS PALMAS
Registration Number:	0177163	OUR DARLING
Registration Number:	0828652	
Registration Number:	0828651	

CORRESPONDENCE DATA	<b>TRADEMARK</b>
---------------------	------------------

**900003138**

**REEL: 002749 FRAME: 0288**

OP \$365.00 76506190

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  
source=HER\_SI\_T#page1.tif  
source=HER\_SI\_T#page2.tif  
source=HER\_SI\_T#page3.tif  
source=HER\_SI\_T#page4.tif  
source=HER\_SI\_T#page5.tif  
source=HER\_SI\_T#page6.tif

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 Heritage Acquisition Corp., a Delaware Corp. ("Borrower"), 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 B&G Foods, Inc. ("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 (including Borrower) 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, Borrower 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 Borrower pursuant to the Credit Agreements, Borrower 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. Borrower 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. Borrower 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.

HERITAGE ACQUISITION CORP.

By:   
Name:  
Title:

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

SECTION 2. Grant of Security Interest. Borrower 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. Borrower 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.

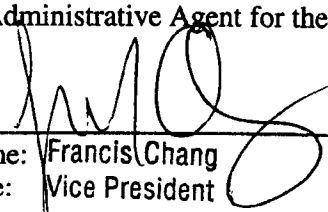
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

HERITAGE ACQUISITION CORP.

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By:   
Name: Francis Chang  
Title: Vice President

STATE OF New Jersey )  
 ) ss  
COUNTY OF Essex )

On the 18 day of November 2003, before me personally came Robert Cantwell who is personally known to me to be the Exec. V.P. of Heritage Acquisition Corp., a Delaware Corp.; who, being duly sworn, did depose and say that she/he is the Exec. V.P. 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.

Beverly A. Bennett  
Notary Public  
BEVERLY A. BENNETT  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 4/25/2007  
(PLACE STAMP AND SEAL ABOVE)

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

<b>Title</b>	<b>Reg. No.</b>
LAS PALMAS	76/506,190
B&M	602,802
FAITHFUL	67,052
JACK O'LANTERN	202,103
JOAN OF ARC	1,529,889
JOAN OF ARC	513,287
JOAN OF ARC	746,320
LAS PALMAS	1,852,514
LAS PALMAS	582,054
LAS PALMAS	379,295
LAS PALMAS	931,913
OUR DARLING	177,163
Design Only (Shield)	828,652
Design Only (Shield)	828,651