

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
William Underwood Company		08/21/2003	Voluntary Association: MASSACHUSETTS

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: 17

Property Type	Number	Word Mark
Registration Number:	1034024	ACCENT
Registration Number:	0435707	AC'CENT
Registration Number:	1098941	ACCENT
Registration Number:	1613127	ACCENT BRAND
Registration Number:	0691019	
Registration Number:	0100229	
Registration Number:	1160186	
Registration Number:	1221083	DEVILICIOUS
Registration Number:	0656889	FRIEND'S
Registration Number:	0856124	MI SECRETO
Registration Number:	1843802	RED DEVIL SNACKER
Registration Number:	0832252	SA-SON AC'CENT
Registration Number:	0741378	SELLS
Registration Number:	0367570	UNDERWOOD

OP \$440.00 1034024

Registration Number:	0759785	UNDERWOOD
Registration Number:	0925617	WAKES UP FOOD FLAVOR!
Registration Number:	1160187	UNDERWOOD

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
source=WUC_SI_T#page1.tif
source=WUC_SI_T#page2.tif
source=WUC_SI_T#page3.tif
source=WUC_SI_T#page4.tif
source=WUC_SI_T#page5.tif
source=WUC_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 William Underwood Company, a Massachusetts Company ("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 Borrower 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.

WILLIAM UNDERWOOD COMPANY

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.

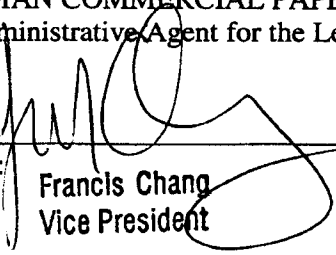
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

WILLIAM UNDERWOOD COMPANY

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 Cartwell who is personally known to me to be the Exec. V.P. of William Underwood Company, a Massachusetts Company; who, being duly sworn, did depose and say that she/he is the Exec. V.P. in such company, the company 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 company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Beverly A. Bennett

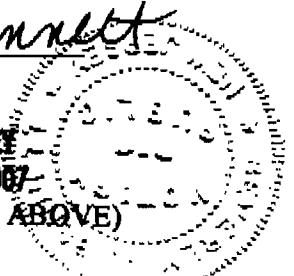
Notary Public

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

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
AC'CENT	1,034,024
AC'CENT	435,707
AC'CENT	1,098,941
AC'CENT BRAND	1,613,127
Design Only (Devil Design)	691,019
Design Only (Devil Design)	100,229
Design Only (Devil Design)	1,160,186
DEVILICIOUS	1,221,083
FRIEND'S	656,889
MI SECRETO	856,124
RED DEVIL SNACKER	1,843,802
SA-SON ACCENT	832,252
SELLS	741,378
UNDERWOOD	367,570
UNDERWOOD	759,785
WAKES UP FOOD FLAVOR!	925,617
UNDERWOOD	1,160,187