

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLOCH & GUGGENHEIMER, INC.		10/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	LEHMAN COMMERCIAL PAPER INC., as administrative agent
Street Address:	745 Seventh Avenue
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Registration Number:	0634932	ALL-CRISP
Registration Number:	1963345	B & G
Registration Number:	1963338	B & G
Registration Number:	1647533	B&G BLOCH GUGGENHEIMER
Registration Number:	2048777	B & G SANDWICH TOPPERS
Registration Number:	2159048	B & G SANDWICH TOPPERS
Registration Number:	1156559	CHES-DEL
Registration Number:	0206763	DWARF
Registration Number:	1710207	NEW YORK DELI STYLE PICKLES
Registration Number:	1960323	PEPPER FIESTA
Registration Number:	1960319	SALSA FIESTA

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$290.00 0634932

Phone: (714) 540-1235
Email: greg.phillips@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	023299-0271
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NAME OF SUBMITTER:	Gregory B. Phillips, Senior Paralegal
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Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 15, 2004 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), is made by the undersigned (the "Grantor") in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, B&G Foods, Inc., a Delaware corporation has entered into a Credit Agreement, dated as of October 15, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time parties thereto, Lehman Brothers Inc., as sole advisor, sole lead arranger and sole bookrunner, The Bank of New York, as documentation agent, Fleet National Bank, a Bank of America company, as syndication agent, and Lehman Commercial Paper Inc., as administrative agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 15, 2004, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for the purpose of recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of the Grantor's right, title and interest in and to the Trademarks, Patents, Copyrights and Trademark Licenses listed on Schedule A hereto 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.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein and the Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security

Agreement. The security interest granted hereby has been granted in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof.

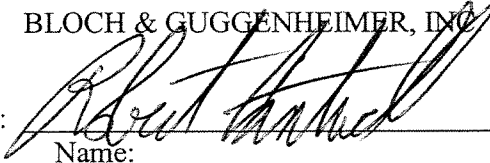
SECTION 4. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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

BLOCH & GUGGENHEIMER, INC

By:



Name:

Title:

TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ALL-CRISP AND DESIGN							
UNITED STATES	109709-19-004	8/17/1955	71-693,247	9/25/1956	0,634,932	REGISTERED	029,030
B & G							
UNITED STATES	109709-19-005	4/25/1995	74-665,589	3/19/1996	1,963,345	REGISTERED	029
UNITED STATES	109709-19-003	4/25/1995	74-664,919	3/19/1996	1,963,338	REGISTERED	030
B & G DEVICE							
SOUTH KOREA	109709-19-001	1/6/1990	90-202	1/16/1991	208168	REGISTERED	29,30,31 32
B&G BLOCH GUGGENHEIMER and design							
UNITED STATES	109709-03-016	7/26/1989	73-815,049	6/11/1991	1,647,533	REGISTERED	029,030
B&G SANDWICH TOPPERS							
UNITED STATES	109709-19-009	11/1/1995	75-013,292	4/1/1997	2,048,777	REGISTERED	29
UNITED STATES	109709-19-007	6/25/1997	75-314,772	5/19/1998	2,159,048	REGISTERED	29
CHES-DEL							
UNITED STATES	109709-03-013	7/23/1979	73-224,378	6/2/1981	1,156,559	REGISTERED	030
DWARF AND DESIGN							
UNITED STATES	109709-03-008	7/9/1925	71-217,067	12/8/1925	0,206,763	REGISTERED	029,030
NEW YORK DELI STYLE PICKLES AND DESIGN							
UNITED STATES	109709-19-008	9/1/1989	73-822,965	8/25/1992	1,710,207	REGISTERED	029
PEPPER FIESTA							
UNITED STATES	109709-19-002	4/14/1995	74-661,514	3/5/1996	1,960,323	REGISTERED	029
SALSA FIESTA							
UNITED STATES	109709-19-006	4/14/1995	74-661,251	3/5/1996	1,960,319	REGISTERED	030

PATENTS

None

COPYRIGHTS

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

TRADEMARK LICENSES

None