

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polaner, Inc.		08/05/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse, as Administrative Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank acting through its Cayman Islands branch: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78978038	NOTHING BUT THE GOOD STUFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	030786-0392		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		
<b>Date:</b>	08/18/2009		

OP \$40.00 78978038

**Total Attachments: 5**

source=Executed\_BG Foods Supplemental IP Security Agmt(1557358\_1\_NY)#page1.tif

source=Executed\_BG Foods Supplemental IP Security Agmt(1557358\_1\_NY)#page2.tif

source=Executed\_BG Foods Supplemental IP Security Agmt(1557358\_1\_NY)#page3.tif

source=Executed\_BG Foods Supplemental IP Security Agmt(1557358\_1\_NY)#page4.tif

source=Executed\_BG Foods Supplemental IP Security Agmt(1557358\_1\_NY)#page5.tif

**SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 5, 2009 (as amended, supplemented or otherwise modified from time to time, the "Supplemental IP Security Agreement"), is made by each of the signatories party hereto (collectively, the "Grantors") in favor of Credit Suisse, 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 (the "Borrower") has entered into an Amended and Restated Credit Agreement, dated as of February 23, 2007 (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. and Credit Suisse Securities (USA) LLC, as joint lead arrangers and joint bookrunners, Credit Suisse Securities (USA) LLC, as syndication agent, and Lehman Commercial Paper Inc. ("Lehman"), as administrative agent, as amended by that certain First Amendment to the Credit Agreement and Resignation and Appointment Agreement (the "Amendment"), dated as of August 5, by and among the Borrower, each Lender party thereto, the Grantors, Lehman, as the Existing Agent, Swing Line Lender and as a Revolving Credit Lender, and the Administrative Agent, as the Successor Agent and successor Swing Line Lender.

WHEREAS, the Grantors have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 14, 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 the Borrower has agreed as a condition to the Credit Agreement that the Grantors execute this Supplemental IP Security Agreement as a supplement to the Intellectual Property Security Agreement, dated as of October 14, 2004, previously executed by the Grantors for the purpose of recording the Supplemental IP Security Agreement 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 Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplemental 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. Each 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.

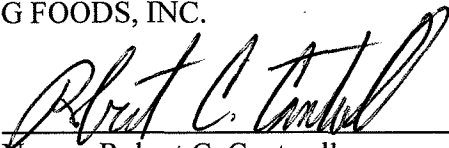
SECTION 3. Recordation. This Supplemental IP Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein and each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks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

B&G FOODS, INC.

By:   
Name: Robert C. Cantwell  
Title: Executive Vice President of Finance

BLOCH & GUGGENHEIMER, INC.  
BURNHAM & MORRILL COMPANY  
POLANER, INC.  
WILLIAM UNDERWOOD COMPANY

By:   
Name: Robert C. Cantwell  
Title: Executive Vice President of Finance

Supplemental IP Security Agreement

NY1556257.2

TRADEMARK  
REEL: 004047 FRAME: 0886

**TRADEMARKS**

Company	Mark	Country	Serial/Reg. No.
B&G FOODS, INC.	R (Stylized)	USA	78-783,921 78-980,246/ 3459775
BLOCH & GUGGENHEIMER, INC.	GET YOUR GRANDMA OUT MORE OFTEN	USA	77-674,436
BURNHAM & MORRILL COMPANY	CHAMPIONS OF GREAT TASTE	USA	77-533,444
BURNHAM & MORRILL COMPANY	CHEF DEVICE	USA	0,374,805 0,211,291 0,887,579
BURNHAM & MORRILL COMPANY	CREAM OF OATS	USA	77-028,984
BURNHAM & MORRILL COMPANY	CREAM OF RICE (Stylized)	USA	0,356,247
BURNHAM & MORRILL COMPANY	CREAM OF THE CROP	USA	77-381,751
BURNHAM & MORRILL COMPANY	CREAM OF WHEAT (Stylized)	USA	0,226,621 0,380,284
BURNHAM & MORRILL COMPANY	CREAM OF WHEAT AND CHEF DESIGN	USA	0,378,247
BURNHAM & MORRILL COMPANY	CREAM OF WHEAT and CHEF DESIGN	USA	0,034,067 0,211,290
BURNHAM & MORRILL COMPANY	CREMA DE ARROZ	USA	2,119,757
POLANER, INC.	NOTHING BUT THE GOOD STUFF	USA	78-978,038 3,314,898
BURNHAM & MORRILL COMPANY	ORTEGA	USA	77-000,825/ 03438792
BURNHAM & MORRILL COMPANY	ORTEGA and Design	USA	77-000,833/ 03438793

**PATENTS**

Application Serial Number 11/634,065 filed on December 5, 2006

COPYRIGHTS

Company	Mark	Country	Serial/Reg. No.
WILLIAM UNDERWOOD COMPANY	Devil.	USA	PA0000091086 1980-10-29
WILLIAM UNDERWOOD COMPANY	[Guess which of these vegetables has the most protein and iron, magnet]	USA	VAu000009250 1979-08-02
WILLIAM UNDERWOOD COMPANY	[If you try the only beans, we'll gladly send you back your few extra pennies]	USA	VAu000009249 1979-08-02
WILLIAM UNDERWOOD COMPANY	Southern fried chicken.	USA	PA0000102434 1981-02-23

TRADEMARK LICENSES

None