

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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
HERITAGE ACQUISITION CORP.		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: 15		
Property Type	Number	Word Mark
Registration Number:	0602802	B & M
Serial Number:	78457968	B&M BURNHAM & MORRILL NEW ENGLAND'S FINEST
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
Serial Number:	76506190	LAS PALMAS
Serial Number:	78456806	NEW ENGLAND'S FINEST
Registration Number:	0828652	

OP \$390.00 0602802

Registration Number: 0828651

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

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

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

NAME OF SUBMITTER:

Gregory B. Phillips, Senior Paralegal

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.

HERITAGE ACQUISITION CORP.

By:

Name:

Title:

## TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>B &amp; M</b>							
UNITED STATES	109709-20-007	5/19/1954	71-666,629	3/1/1955	0,602,802	REGISTERED	29,30
PUERTO RICO	109709-05-133	1/15/1974	N/A	3/4/1974	18813	REGISTERED	30
<b>B &amp; M BURNHAM &amp; MORRILL NEW ENGLAND'S FINEST and Design</b>							
UNITED STATES	109709-20-128	7/28/2004	78-457,968			PENDING	29
<b>FAITHFUL (Stylized)</b>							
UNITED STATES	109709-20-012	9/26/1907	71-030,249	1/14/1908	0,067,052	REGISTERED	29
<b>JACK O'LANTERN</b>							
UNITED STATES	109709-20-009	1/31/1925	71-208,933	8/18/1925	0,202,103	REGISTERED	29
<b>JOAN OF ARC</b>							
UNITED STATES	109709-20-011	6/30/1988	73-740,761	3/14/1989	1,529,889	REGISTERED	29
UNITED STATES	109709-20-010	10/3/1947	71-536,691	8/9/1949	0,513,287	REGISTERED	29
<b>JOAN OF ARC (and Design)</b>							
UNITED STATES	109709-05-138	6/4/1962	72-146,056	3/5/1963	0,746,320	REGISTERED	29
<b>LAS PALMAS</b>							
UNITED STATES	109709-20-006	10/22/1993	74-450,019	9/6/1994	1,852,514	REGISTERED	29,30
UNITED STATES	109709-20-016	3/2/1953	71-642,994	11/3/1953	0,582,054	REGISTERED	29
<b>LAS PALMAS (and Design)</b>							
MEXICO	109709-20-015	11/14/1988	52343	11/15/1989	369741	REGISTERED	30
UNITED STATES	109709-20-004	1/17/1940	71-427,558	7/9/1940	0,379,295	REGISTERED	29,30
UNITED STATES	109709-20-003	3/1/1971	72-385,133	4/4/1972	0,931,913	REGISTERED	30
<b>LAS PALMAS AND PALM TREE DESIGN</b>							
UNITED STATES	109709-016	4/14/2003	76-506,190			PENDING	29,30
<b>NEW ENGLAND'S FINEST</b>							
UNITED STATES	109709-20-127	7/26/2004	78-456,806			PENDING	29
<b>SHIELD (Design Only)</b>							
UNITED STATES	109709-20-013	2/21/1966	72-239,273	5/9/1967	0,828,652	REGISTERED	29
UNITED STATES	109709-20-014	2/21/1966	72-239,272	5/9/1967	0,828,651	REGISTERED	29

PATENTS

None

COPYRIGHTS

<b>Copyright</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
Las Palmas Enchilada Sauce label	KK219018	12/17/70	United States
Las Palmas Chili Beans label	KK219019	12/17/70	United States
Las Palmas Green Chili Salsa label	KK219020	12/17/70	United States

TRADEMARK LICENSES

None