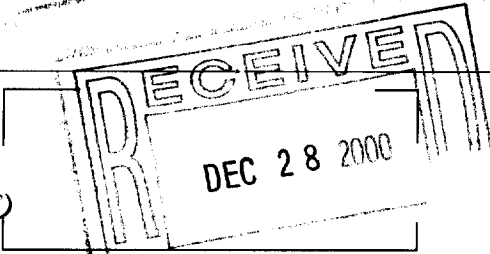


FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

MRD
12.28.00



U.S. Department of Commerce
Patent and Trademark Office

01-12-2001



101580709

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)
City State/Country Zip Code

Individual General Partnership Limited partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

01/12/2001 MTHAI1 00000026 516167
01 FC:481 40.00 OP
02 FC:482 275.00 OP

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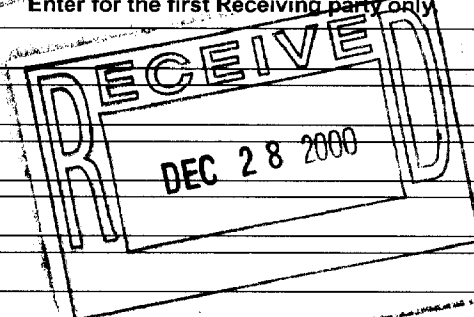
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Expires 06/30/99
OMB 0651-0027

Domestic Representative Name and Address

Enter for the first Receiving party only



Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area code and Telephone Number

816-983-8000

Name Blackwell Sanders Peper Martin LLP
Address (line 1) Attn: Kyle L. Elliott
Address (line 2) 2300 Main Street
Address (line 3) Suite 1000
Address (line 4) Kansas City, Missouri 64108

Pages

Enter the total number of pages of the attached conveyance document # including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Registration Number(s)

Trademark Application Number(s)

516,167	1,292,490	866,510	75/785,880		
1,146,761	974,095	893,824			
2,235,354	1,452,369	1,520,032			
2,076,412	2,078,070				

Number of Properties

Enter the total number of properties involved.

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$315.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

If insufficient, please debit Deposit Account Number:

11-0160

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kyle L. Elliott
Name of Person Signing

Kyle L. Elliott
Signature

12/22/00
Date

U.S. TRADEMARK AND SERVICE MARK ASSIGNMENT

WHEREAS, BESTFOODS, a Delaware corporation, hereinafter referred to as Assignor, having its principal office and place of business at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, has agreed to transfer its entire right, title, and interest in and to the United States trademarks and service marks listed on the attached Exhibit A ("Trademark and Service Mark Rights") pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of October 4, 2000 by and between Assignor and American Italian Pasta Corporation, hereinafter referred to Assignee..

WHEREAS, Assignee, having its principal office and place of business at 4100 N. Mulberry, Suite 200, Kansas City, Missouri 64116, desires to acquire Assignor's entire right, title, and interest in and to the Trademark and Service Mark Rights pursuant to the Purchase Agreement.

NOW, THEREFORE, for and in view of the consideration exchanged in the Asset Purchase Agreement, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, its entire right, title, and interest in and to the Trademark and Service Mark Rights, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademarks and service marks included in the Trademark and Service Mark Rights and the know how associated with and necessary to control the nature and quality of the goods and services associated with the Trademark and Service Mark Rights, and all causes of action, past, present, and future for infringement of the Trademark and Service Mark Rights. Assignee agrees to reimburse Assignor, consistent with the Asset Purchase Agreement, for employee compensation and reasonable travel expenses for assisting Assignee in any action for claims to profits and damages by reason of infringement of the trademarks.

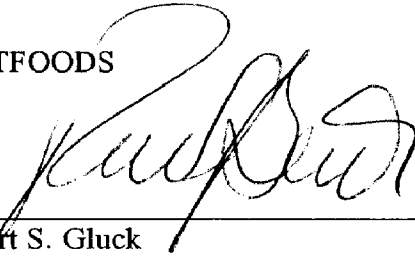
Upon request, Assignor agrees to promptly execute and deliver any and all additional and further instruments as may be necessary to effect, record, and implement this Assignment.

Assignor further covenants and agrees that it will, at any time upon request and at Assignee's expense, execute and deliver any and all documents that may be necessary or desirable to perfect the title

to the Trademark Rights in Assignee, its successors, and assigns and that it will, at any time upon request, communicate to Assignee, its successors, and assigns such facts relating to the Trademark and Service Mark Rights or the history thereof as may be known to it. This covenant includes execution of documents for completion of the chain of title from CPC International, Inc. to Assignor.

IN WITNESS WHEREOF, Assignor has executed this Trademark and Service Mark Assignment as of November 13, 2000.

BESTFOODS



Robert S. Gluck
Vice President and Treasurer

STATE OF New Jersey)
) ss.
COUNTY OF Bergen)

On this 13 day of November, 2000, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Robert S. Gluck to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Beatrice J. Fasulo
Notary Public

My Commission Expires:

10/12/04

BEATRICE J. FASULO
A Notary Public of New Jersey
My Commission Expires 10/12/2004

US REGISTRATIONS

TRADEMARK	REGISTRATION (APPLICATION) NO.	GOODS	REGISTRATION/ APPLICATION DATE	RENEWAL DATE
MUELLER'S	516,167	NOODLES, MACARONI, SPAGHETTI, AND ANALOGOUS ALIMENTARY PASTES - CLASS 46 (INT. CLASS 30)	OCTOBER 11, 1949	OCTOBER 11, 2009
MUELLER'S	1,292,490	PREPARED PASTA MIXTURE CONSISTING OF PASTA AND DRY SAUCE MIX, IN CLASS 30 (US CLASS 46)	AUGUST 28, 1984	AUGUST 28, 2004
MÜNCHEN	866,510	EGG NOODLES, CLASS 46 (INT. CLASS 30)	MARCH 11, 1969	MARCH 11, 2009
HEARTY	1,146,761	EGG NOODLE - INT. CLAS 30 (U.S. CLASS 46)	FEBRUARY 3, 1981	FEBRUARY 3, 2001
NESTED GEOMETRIC DES. WITH BLOSSOMS	974,095	ALIMENTARY PASTE - CLASS 46 (INT. CLASS 30)	NOVEMBER 27, 1973	NOVEMBER 27, 2003
KLOPS	893,824	EGG NOODLES - CLASS 46 (INT. CL. 30)	JUNE 30, 1970	JUNE 30, 2010
MUELLER'S PASTA QUICK	2,076,412	NOODLES, MACARONI, SPAGHETTI - CLASS 30 (U.S. CLASS 46)	JULY 1, 1997	JULY 1, 2007
PASTA QUICK	2,078,070	NOODLES, MACARONI, SPAGHETTI - CLASS 30 (US CLASS 46)	JULY 8, 1997	JULY 8, 2007
PASTA FRILLS	1,520,032	ENRICHED MACARONI - INT. CLASS 30 (U.S. CLASS 46)	JANUARY 10, 1989	JANUARY 10, 2009
MUELLER'S ESSENTIALS	(75/785880)	PASTA - CLASS 30	AUGUST 26, 1999*	
IN TWO MINUTES YOU'VE GOT IT MADE	2,235,354	NOODLES, MACARONI, SPAGHETTI - CLASS 30	MARCH 23, 1999	MARCH 23, 2009

*Statement of Use due November 16, 2000; filed November 6, 2000.

US REGISTRATIONS

TRADEMARK	REGISTRATION (APPLICATION) NO.	GOODS	REGISTRATION/ APPLICATION DATE	RENEWAL DATE
TWIST TRIO	1,452,369	PASTA - INT. CLASS 30 (US CLASS 46)	AUGUST 11, 1987	AUGUST 11, 2007
MUELLER'S MICROWAVE	(74/019,317)	030-MICROWAVEABLE SIDE DISH MIXES CONSISTING OF NOODLES, SAUCES, POTATO AND RICE	ABANDONED IN 1991	
SAVORY COLLECTION	(75/502828)	PASTA	ABANDONED ON 4/6/00	
SAVORY SELECTIONS	(75/463011)	PASTA	ABANDONED ON 2/12/99	