

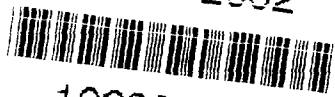


REC
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FORM COVER SHEET
12-10-2002

Docket No.:

Tab settings → → →



102306733

To the Honorable Commissioner of Patents

Send original documents or copy thereof.

1. Name of conveying party(ies):

New World Pasta Company

12-3-02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 14, 2002

Name: The Bank of Nova Scotia

Internal Address:

Street Address: One Liberty Plaza; 26th Floor

City: New York State: NY ZIP: 10006

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No

(Designations must be a separate document from

Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

| | | |
|-----------|-----------|-----------|
| 2,563,146 | 2,553,826 | 2,493,180 |
| 2,510,938 | 2,507,912 | |
| 2,637,701 | 2,553,914 | |

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cory M. Amron, Esquire

Internal Address:

Vorys Sater Seymour and Pease LLP

Street Address: 1828 L Street, N.W.

11th Floor

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):\$ \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

12/09/2002 LMUELLER 00000160 2563146

DO NOT USE THIS SPACE

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

9. 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.

Cory M. Amron

Name of Person Signing

Cory Amron
Signature

December 3, 2002

Date

30

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002630 FRAME: 0349

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 14, 2002 between NEW WORLD PASTA COMPANY, a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as lead arranger and administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of January 28, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between New World Pasta Company, the various financial institutions as are, or may from time to time become, parties thereto (collectively, the "Lenders"), Morgan Stanley Senior Funding, Inc., as Syndication Agent, the Co-Agents named therein and the Administrative Agent, the Lenders have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of January 28, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of each Credit Extension under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor 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 and the Issuer to make each Credit Extension to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor to the extent it has any interest whatsoever, hereby assigns and pledges to the Administrative Agent for its benefit and the ratable benefit of each of the Lender Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of each of the Lender Parties a continuing security interest in, all of the Grantor's right, title and interest in and to all of the following, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) all United States and foreign trademarks, trade names, trade dress, service marks, logos, and other source of business identifiers owned by the Grantor in the

Grantor's name as such may be changed from time to time (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and renewals thereof and all applications in connection therewith, including registrations, renewals and applications in the United States Patent and Trademark Office, including those referred to in Item A of Attachment 1 hereto, provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed;

(b) all United States and foreign written Trademark licenses and other agreements of the Grantor providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto, subject, in each case, to the terms of such license agreements;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a); and

(d) all proceeds of, and rights of the Grantor associated with the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringement or dilution of any Trademark or Trademark registration referred to in Item A of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark and for breach or enforcement of any Trademark license, including any Trademark license referred to in Item B of Attachment 1 hereto, subject, in each case, to the terms of such license agreements.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and any applicable foreign office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to evidence the termination release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security

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 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law, Entire Agreement, etc. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

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.
NEW WORLD PASTA COMPANY

By: _____

Name:
Title:

Address: 85 Shannon Road
Harrisburg, PA 17112

Attention:

Telecopier: 717-526-2468

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____ 

Name:
Title:

Address: New York Agency
One Liberty Plaza
26th Floor
New York, New York 10006

Attention: Philip Adsetts

Telecopier: 212-225-5270

[TRADEMARK SECURITY AGREEMENT]

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.

NEW WORLD PASTA COMPANY

By: Wayneschob

Name: Wayne E. Robison
Title: Vice President, Finance
CFO & Treasurer

Address: 85 Shannon Road
Harrisburg, PA 17112

Attention:

Telecopier: 717-526-2468

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____

Name:
Title:

Address: New York Agency
One Liberty Plaza
26th Floor
New York, New York 10006

Attention:

Telecopier: 212-225-5270

[TRADEMARK SECURITY AGREEMENT]

Item A. Trademarks

Registered Trademarks

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------------------------|-------------------------|--------------------------|
| For the service mark: | | |
| American Beauty Fettucine | 2563146 | 04/23/2002 |
| Creamette Kid's Club | 2553826 | 03/26/2002 |
| Creamette Kid's Club & Design | 2553914 | 03/26/2002 |
| New World Pasta | 2510938 | 11/20/2001 |
| Prince and Design | 2507912 | 11/13/2001 |
| Wheat and Globe Design | 2493180 | 09/25/2001 |

Pending Trademark Applications

| <u>Trademark</u> | <u>Appl No.</u> | <u>Filing Date</u> |
|------------------------------------|-----------------|--------------------|
| Ronzoni (Mexico) | 516792 | 11/13/2001 |
| American Beauty Healthy Harvest | 76/422075 | 06/19/2002 |
| Homemade Fast | 76/261004 | 05/23/2001 |

Item B. Trademark Licenses

| <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Regis. #</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|------------------|-----------------|-----------------|-----------------|---------------------------|----------------------------|
|------------------|-----------------|-----------------|-----------------|---------------------------|----------------------------|

None.