

04-08-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



102418911

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Gooch Foods, Inc.
Archer-Daniels-Midland Company

10-7-02

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 30, 2002

2. Name and address of receiving party(ies):

Name: American Italian Pasta Company

Internal

Address: _____

Street Briarcliff OneAddress: 4100 North Mulberry DriveCity: Kansas City State: MO Zip: 64116☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Wade Kerrigan

Internal Address: _____

Blackwell Sanders Peper Martin LLPStreet Address: 2300 Main, Suite 1000City: Kansas City State: MO Zip: 641086. Total number of applications and registrations involved: 97. Total fee (37 CFR 3.41) \$240.00☒ Enclosed☒ Authorized to be charged to deposit account

If insufficient, please debit Deposit Account Number

8. Deposit account number: 11-0160

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Wade Kerrigan

Name of Person Signing

11/14/2002 BEYRNE 00000069 1296003

Signature

Date

10/3/02

01 FC 4521
02 FC 4522

40.00 DP number of pages including cover sheet, attachments and document

6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

Exhibit A**Marks**

1. LaRosa, United States Trademark Registration, Number 1,396,003
2. LaRosa & Design, United States Trademark Registration, Number 313,418
3. LaRosa & Design, United States Trademark Registration, Number 651,541
4. LaRosa & Design, United States Trademark Registration, Number 1,390,117
5. LaRosa & Design, United States Trademark Registration, Number 389,868
6. LaRosa (stylized), United States Trademark Registration, Number 623,193
7. Martha Gooch, United States Trademark Application, Number 76/215,503
8. Martha Gooch & Design, United States Trademark Registration, Number 771,221
9. Old Amish, United States Trademark Application, Number 612,720

KC-1008408-4

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of this 30th day of September, 2002 by and among **GOOCH FOODS, INC.**, a Delaware corporation, and **ARCHER-DANIELS-MIDLAND COMPANY**, a Delaware corporation (collectively, "Assignor"), and **AMERICAN ITALIAN PASTA COMPANY**, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns registrations and applications for registration of certain trademarks (the "Marks") as filed with the United States Patent and Trademark Office (all as set forth on Exhibit A) and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Marks or has a bona fide intent to use some of the Marks; and

WHEREAS, pursuant to, and in connection with the transactions contemplated by, the Asset Purchase Agreement, dated as of September 3rd, 2002 between the parties (the "Purchase Agreement"), Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Marks, subject to the terms and conditions hereof; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Marks, the related registrations or applications and the goodwill associated therewith (collectively, the "Trademark Rights").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. For the consideration of the terms set forth in the aforementioned Purchase Agreement, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Trademark Rights, together with that portion of the goodwill related to the Trademark Rights connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Assignor further covenants and agrees that it will, at any time upon request, 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 Rights or the history thereof as may be known to it.

3. Assignor further warrants that the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.

4. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

5. The parties further agree that this Agreement does not in any way expand the rights or obligations of either party beyond the terms set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Agreement as of the day, and year first above written.

ASSIGNOR:

GOOCH FOODS, INC

By: [Signature]
Name: David J. Smith
Title: Vice President

ARCHER-DANIELS-MIDLAND COMPANY

By: [Signature]
Name: John D. Rice
Title: Senior Vice President

ASSIGNEE:

AMERICAN ITALIAN PASTA COMPANY

By: _____
David E. Watson
Executive Vice President - Operations and
Corporate Development

IN WITNESS WHEREOF, the parties have executed this Assignment and Agreement as of the day and year first above written.

ASSIGNOR:

GOOCH FOODS, INC.

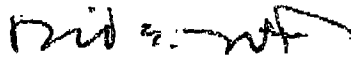
By: _____
Name: _____
Title: _____

ARCHER-DANIELS-MIDLAND COMPANY

By: _____
Name: _____
Title: _____

ASSIGNEE:

AMERICAN ITALIAN PASTA COMPANY

By:  _____
David E. Watson
Executive Vice President - Operations and
Corporate Development