

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New World Pasta Company		08/14/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	One Liberty Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	a Canadian Chartered Bank: CANADA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76451800	ADVENTURONI
Serial Number:	75738084	AMERICAN BEAUTY
Serial Number:	76422075	AMERICAN BEAUTY HEALTHY HARVEST
Serial Number:	76215090	AMERICAN BEAUTY LA BELLA ROSA
Serial Number:	76172488	CREAMETTE HEALTHY HARVEST
Serial Number:	75418297	
Serial Number:	78237851	HEALTHY HARVEST
Serial Number:	78228386	LE DELIZIE D'ITALIA
Serial Number:	75366156	MONDER PASTA ALL'UOVO RIPIENA
Serial Number:	76190441	PRINCE HEALTHY HARVEST
Serial Number:	73101844	ROMI
Serial Number:	78313961	RONZONI CALCIUM RICH
Serial Number:	78304047	RONZONI HEALTHY HARVEST
Serial Number:	78235488	RONZONI TRADIZIONE D'ITALIA
Serial Number:	75568758	SAN GIORGIO

CH \$490.00 76451800

Serial Number:	76422249	SAN GIORGIO HEALTHY HARVEST
Serial Number:	75541497	SOUPS 'N' SIDES
Serial Number:	76337775	SPAGHETTES
Serial Number:	75864576	THE CLEAR WAY TO BETTER PASTA

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 2149813483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark

Address Line 1: Sidley Austin Brown & Wood LLP

Address Line 2: 717 N. Harwood Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

83520/90200

NAME OF SUBMITTER:

Dusan Clark

Total Attachments: 6

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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: Wayne E. Robison

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]

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 Adsets

Telecopier: 212-225-5270

[TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT EXECUTED AUGUST 12, 2002

MARK	Ser. No.	Date Filed	Reg. No.	Date Reg.
ADVENTURONI	76-451,800	20020923	NA	NA
AMERICAN BEAUTY	75-738,084	19990628	2,432,290	20010227
AMERICAN BEAUTY HEALTHY HARVEST	76-422,075	20020619	2,752,319	20030819
AMERICAN BEAUTY LA BELLA ROSA & Design	76-215,090	20010226	2,546,895	20020312
CREAMETTE HEALTHY HARVEST	76-172,488	20001124	2,722,051	20030603
DESIGN ONLY	75-418,297	19980115	2,319,774	20000215
HEALTHY HARVEST	78-237,851	20030415	NA	NA
LE DELIZIE D'ITALIA	78-228,386	20030321	2,819,927	20040302
MONDER PASTA ALL'UOVO RIPIENA and Design	75-366,156	19971001	NA	NA
PRINCE HEALTHY HARVEST	76-190,441	20001124	2,722,075	20030603
ROMI and design	73-101,844	19761001	1,268,704	19840228
RONZONI CALCIUM RICH	78-313,961	20031015	NA	NA
RONZONI HEALTHY HARVEST	78-304,047	20030923	NA	NA
RONZONI TRADIZIONE D'ITALIA & Design	78-235,488	20030409	NA	NA
SAN GIORGIO	75-568,758	19981013	2,705,671	20030415
SAN GIORGIO HEALTHY HARVEST	76-422,249	20020619	2,749,841	20030812
SOUPS 'N' SIDES	75-541,497	19980824	2,284,266	19991005
SPAGHETTES	76-337,775	20011114	NA	NA
THE CLEAR WAY TO A BETTER PASTA	75-864,576	19991206	2,805,176	20040113