

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment of Administrative Agent of Security Interests in trademarks
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		04/26/2004	a Canadian Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	BNY Asset Solutions LLC
Street Address:	600 East Las Colinas Boulevard, Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LLC: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	75584624	BUTTEROODLE
Serial Number:	75578348	CALCIUM RICH
Serial Number:	75578339	CALCIUM RICH
Serial Number:	76086985	CREAMETTE
Serial Number:	76019213	CREAMETTE KID'S CUTS
Serial Number:	75366157	LE DELIZIE D'ITALIA MONDER
Serial Number:	75344951	SAN GIORGIO
Serial Number:	76137591	WHEATRICH FARMS

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

CH \$215.00 75584624

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: 15

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OMNIBUS AMENDMENT AGREEMENT

This OMNIBUS AMENDMENT AGREEMENT (this "Agreement") is entered into as of April 26, 2004 (the "Effective Date") by and among NEW WORLD PASTA COMPANY, a Delaware corporation (the "Borrower"), THE BANK OF NOVA SCOTIA ("Scotiabank"), as the current Administrative Agent, the current Collateral Agent and the current Senior Collateral Agent, the Lenders (this and all other capitalized terms not defined herein shall have the meanings set forth in the Credit Agreement described below) party hereto and BNY ASSET SOLUTIONS LLC ("BNYAS"), as the successor Administrative Agent, the successor Collateral Agent and the successor Senior Collateral Agent.

RECITALS

WHEREAS, the Borrower, Scotiabank, the Lenders and the other entities party thereto have entered into that certain Credit Agreement dated as of January 28, 1999 (as heretofore or hereafter amended, modified, supplemented or restated, the "Credit Agreement"); and

WHEREAS, Scotiabank desires to resign as Administrative Agent, Collateral Agent and Senior Collateral Agent, and BNYAS desires to be appointed as Administrative Agent, Collateral Agent and Senior Collateral Agent, and the Borrower and the Lenders party hereto desire to consent to such resignation and appointment and to amend the Loan Documents accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Resignation and Appointment of Administrative Agent. Pursuant to the provisions of Section 9.4 of the Credit Agreement, and the relevant terms of any other Loan Documents, Scotiabank resigns from its position as the Administrative Agent, effective as of the Effective Date. The parties hereto hereby waive any requirement of advance notice of such resignation. Pursuant to the terms of Section 9.4 of the Credit Agreement, the Lenders signatory hereto hereby further appoint BNYAS as the successor Administrative Agent under the Credit Agreement and each other Loan Document (including, without limitation, the Subordination and Participation Agreements, dated as of July 30, 2001, August 14, 2002 and December 2, 2002 (in each case, as amended) executed in connection with the Credit Agreement), and the Borrower hereby consents to such appointment. BNYAS hereby accepts such appointment as the Administrative Agent, and agrees to serve in such capacity, pursuant to the relevant terms of the Loan Documents. The Borrower and the Lenders signatory hereto acknowledge that while BNYAS is a wholly owned, first tier subsidiary of The Bank of New York, BNYAS is not a Lender under the Credit Agreement, nor a commercial bank. Accordingly, solely as to BNYAS, each party hereto hereby waives the requirement, if any, that the Administrative Agent be a Lender or a commercial banking institution organized under the laws of the U.S. (or any State thereof) or a U.S. branch or agency of a commercial banking institution, and have a combined capital and surplus of at least \$500,000,000, and consents to and accepts BNYAS's appointment as Administrative Agent under the Loan Documents. Notwithstanding the foregoing, no provision of this Agreement shall be construed as a waiver of such requirement for any

subsequent Administrative Agent. The Borrower agrees to execute all documents BNYAS reasonably requests as necessary or desirable to evidence its appointment as the successor Administrative Agent.

2. Resignation and Appointment of Collateral Agent and Senior Collateral Agent. Pursuant to the provisions of Section 10.19 of the Credit Agreement, and the relevant terms of any other Loan Documents, Scotiabank resigns from its positions as the Collateral Agent and the Senior Collateral Agent, effective as of the Effective Date. The parties hereto hereby waive any requirement of advance notice of such resignation. Pursuant to the terms of Section 10.19 of the Credit Agreement, each of the Term-C Lender, Term-D Lender and the Term-E Lender hereby further appoints BNYAS as the successor Collateral Agent and the Lenders signatory hereto hereby further appoints BNYAS as the successor Senior Collateral Agent under the Credit Agreement and each other Loan Document, and each of the Borrower and Scotiabank hereby consents to such appointment. BNYAS hereby accepts such appointments as the successor Collateral Agent and the successor Senior Collateral Agent, and agrees to serve in such capacities, pursuant to the relevant terms of the Loan Documents. The Borrower agrees to execute all documents BNYAS reasonably requests as necessary or desirable to evidence its appointment as the successor Collateral Agent and the successor Senior Collateral Agent.

3. Amendments to the Credit Agreement and Loan Documents.

(a) Each reference to "Scotiabank, as Administrative Agent" in the Credit Agreement and each of the other Loan Documents and all other agreements, documents or instruments previously or hereafter executed and delivered pursuant to the terms of the Credit Agreement shall mean a reference to BNYAS, as the successor Administrative Agent.

(b) Each reference to "Scotiabank, as Collateral Agent" in the Credit Agreement and each of the other Loan Documents and all other agreements, documents or instruments previously or hereafter executed and delivered pursuant to the terms of the Credit Agreement shall mean a reference to BNYAS, as the successor Collateral Agent.

(c) Each reference to "Scotiabank, as Senior Collateral Agent" in the Credit Agreement and each of the other Loan Documents and all other agreements, documents or instruments previously or hereafter executed and delivered pursuant to the terms of the Credit Agreement shall mean a reference to BNYAS, as the successor Senior Collateral Agent.

4. Any notice or other communication given or required to be given to the Administrative Agent, the Collateral Agent or the Senior Collateral Agent under this Agreement, the Credit Agreement, the other Loan Documents or any other document described herein, shall be sent to the address set forth below, or such other address as shall be designated by BNYAS in a written notice delivered to the other parties hereto:

BNY Asset Solutions LLC
600 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039

Attention: Risk Management
Telephone: 972/401-8500
Facsimile: 972/401-8554

5. Indemnification. Each of the parties hereto hereby agrees that in accordance with the provisions of Sections 9.4 and 10.19 of the Credit Agreement, Scotiabank shall be relieved of all of its rights and obligations as Administrative Agent, Collateral Agent and Senior Collateral Agent under the Credit Agreement and the other Loan Documents (other than those rights and obligations that by their express terms survive the termination of the Credit Agreement and the other Loan Documents, including, without limitation, Article IX and Sections 10.3, 10.4 and 10.19 of the Credit Agreement, in each case, only to the extent the terms of the Credit Agreement so provide) and BNYAS shall succeed Scotiabank as Administrative Agent, Collateral Agent and Senior Collateral Agent under the Credit Agreement and the other Loan Documents, in each case as of the Effective Date. The Borrower and Lenders signatory hereto agree that the indemnification and limitation of liability provisions of each of the underlying Loan Documents (including but not limited to Section 10.4 of the Credit Agreement) which heretofore applied to Scotiabank in its prior role as Administrative Agent, Collateral Agent and Senior Collateral Agent shall apply to and include BNYAS, from and including the Effective Date. For avoidance of doubt, such provisions for indemnification and limitation of liability shall continue (but only to the extent the terms of the Credit Agreement so provide) to benefit Scotiabank as to its former role as Administrative Agent, Collateral Agent and Senior Collateral Agent, as contemplated in Sections 9.4 and 10.19 of the Credit Agreement.

6. Conditions to Effectiveness. This Agreement shall become effective as of the Effective Date upon the fulfillment of each of the following conditions:

(a) BNYAS shall have received from Scotiabank, the Borrower and the Required Lenders fully executed counterparts to this Agreement signed by duly authorized officers of Scotiabank, the Borrower and the Required Lenders, and BNYAS shall have delivered to the Borrower a fully executed counterpart to this Agreement signed by a duly authorized officer of BNYAS. BNYAS shall have received from each of Pasta Acquisition Corp., The Prince Company, Inc., Ronzoni Foods International Corporation, NWP Delaware, LLC and Ronzoni Foods Canada Corporation a fully executed counterpart to the consent and acknowledgment to this Agreement in the form attached hereto as Exhibit A reaffirming certain of their obligations under the Loan Documents.

(b) The Borrower shall have paid to BNYAS the fees owing to it under that certain bid letter agreement dated as of April 13, 2004 between BNYAS and the Borrower.

7. Assignment of Liens. Scotiabank hereby assigns all Liens and security interests granted to it as current Administrative Agent, Collateral Agent and/or Senior Collateral Agent under the Credit Agreement and the other Loan Documents to BNYAS in its capacity as successor Administrative Agent, Collateral Agent and/or Senior Collateral Agent. Notwithstanding anything herein to the contrary, all of such Liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the

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generality of the foregoing and notwithstanding anything herein to the contrary, any reference to Scotiabank on any publicly filed document (including without limitation, financing statements and mortgage recordings), to the extent such filing relates to the Liens assigned hereby and until such filing is modified to reflect the interests of BNYAS, shall, with respect to such Liens, constitute a reference to Scotiabank as collateral representative of BNYAS. The parties hereto agree that Scotiabank's role as collateral representative shall impose no duties, obligations or liabilities on Scotiabank. Borrower agrees that BNYAS in its capacity as successor Administrative Agent, Collateral Agent and/or Senior Collateral Agent is hereby authorized to file amendments to existing financing statements to evidence the assignment of security interests and to file for recording assignments of Liens to evidence the assignment of Liens described in this Section 7. Borrower agrees to pay all reasonable out-of-pocket fees, costs and expenses of BNYAS (including reasonable fees and expenses of counsel) incurred in connection with the assignment of the Liens and security interests described in this Section 7.

8. Pledged Property. Scotiabank hereby agrees to promptly deliver to BNYAS all original certificates and instruments representing or evidencing the Pledged Property (as defined in the Pledge Agreement) previously delivered to Scotiabank under the Loan Documents.

9. Representations and Warranties. Each of the parties hereto represents and warrants that it is legally authorized to enter into this Agreement.

10. Letters of Credit. Nothing herein shall affect Scotiabank's rights and remedies as Issuer of Letters of Credit, including, without limitation, under Sections 2.6.1, 2.6.2 and 2.6.3 of the Credit Agreement, which rights and remedies shall continue so long as any Letters of Credit issued by the Issuer under the Credit Agreement remain outstanding or, if drawn, remain unreimbursed, and thereafter to the extent that the rights or remedies of the Issuer survive the expiration and/or reimbursement of the Letters of Credit, but in each case, only to the extent the terms of the Credit Agreement so provide.

11. Term-C Lender, Term-D Lender and Term-E Lender. Nothing herein shall affect Scotiabank's rights and remedies as the Term-C Lender, Term-D Lender or Term-E Lender, which such rights and remedies shall continue so long as any Term-C Obligations, Term-D Obligations or Term-E Obligations, respectively, remain outstanding, and thereafter to the extent that the rights or remedies of the Term-C Lender, Term-D Lender and Term-E Lender, respectively, survive the termination of the Term-C Obligations, Term-D Obligations or Term-E Obligations, respectively, in each case only to the extent the terms of the Credit Agreement so provide.

12. Reaffirmation. Borrower hereby (i) reaffirms its obligations and undertakings under the Loan Documents to which it is a party, (ii) reaffirms any and all liens and security interests which it has granted and acknowledges that all such liens and security interests secure payment and performance of the Obligations and (iii) acknowledges and agrees that as of the date hereof all references in the Loan Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as previously amended, as amended hereby and as the same may from time to time be amended, restated, supplemented or otherwise modified.

13. Acknowledgment. The parties hereto hereby acknowledge that The Bank of New York, the sole owner of BNYAS, serves as trustee under that certain \$160,000,000 Senior Subordinated Indenture, dated as of February 19, 1999, among the Borrower, the guarantors named therein, and The Bank of New York, as trustee.

14. Payments. From and after the Effective Date, the Borrower shall make all payments (including but not limited to payments of principal, interest and fees due under the Credit Agreement or otherwise) to BNYAS, as Administrative Agent, or to such Person as BNYAS shall designate (in accordance with the terms of the Credit Agreement).

15. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Scotiabank, BNYAS, the Lenders and the Borrower. Notwithstanding anything to the contrary stated herein or any Loan Document, the parties hereto agree that BNYAS may assign its capacities as Administrative Agent, Collateral Agent and Senior Collateral Agent to The Bank of New York upon notice to the Borrower and the Lenders.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

17. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

18. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first written above.

NEW WORLD PASTA COMPANY

By: 
Name: Cary A. Metz
Title: Senior Vice President

THE BANK OF NOVA SCOTIA, as
assigning Administrative Agent, Collateral
Agent and Senior Collateral Agent

By: Brian Cerreta
Name: Brian Cerreta
Title: Director

BNY ASSET SOLUTIONS LLC, as
successor Administrative Agent, Collateral
Agent and Senior Collateral Agent

APPROVED - LEGAL

LMC 4-26-04
initials date

By:

Yusef Ahmad

Name: LREE EDWARD

Title: MANAGING DIRECTOR

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MORGAN STANLEY SENIOR
FUNDING, INC.

By: 

Name:

Title:

Daniel Allen
Vice President

TRADEMARK

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CANADIAN IMPERIAL BANK OF
COMMERCE

By: M. Berg
Name: MARC BERG
Title: Authorized Signatory

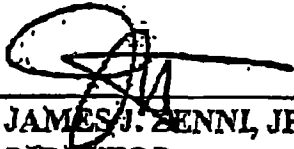
BLACK DIAMOND CLO 1998-1 Ltd.

By: _____
Name:
Title:

BLACK DIAMOND CLO 2000-1 Ltd.

By: _____
Name:
Title:

BDCM OPPORTUNITY FUND, L.P.
By Black Diamond Capital Management,
L.L.C., its General Partner

By:  _____
Name: JAMES J. BENNL, JR.
Title: DIRECTOR

BLACK DIAMOND CLO 1998-1 Ltd.

By: 
Name: **Alan Corkish**
Title: **Director**

BLACK DIAMOND CLO 2000-1 Ltd.

By: 
Name: **Alan Corkish**
Title: **Director**

BDCM OPPORTUNITY FUND, L.P.

By Black Diamond Capital Management,
L.L.C., its General Partner

By: _____
Name:
Title:

WELLS FARGO BANK NATIONAL
ASSOCIATION

By: *Tim Van Holland*

Name: Tim Van Holland
Title: Vice President


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CONSENT AND ACKNOWLEDGEMENT

Each of the undersigned hereby (i) acknowledges receipt of a copy of the Omnibus Amendment Agreement dated as of April __, 2004 (the "Agreement"; capitalized terms used herein shall, unless otherwise defined herein, have the meanings provided in the Agreement), by and among New World Pasta Company, a Delaware corporation (the "Borrower"), The Bank of Nova Scotia, BNY Asset Solutions LLC ("BYNAS"), and the Lenders party thereto, (ii) consents to such Agreement and each of the transactions referenced in the Agreement, (iii) acknowledges the assignment, delegation and assumption contained in the Agreement and agrees, in its respective capacities as debtor, obligor, grantor, mortgagor, pledgor, guarantor, surety, indemnitor, assignor and each other similar capacity, if any, in which any such entity has previously granted Liens on all or any part of its real, personal or intellectual property pursuant to the Credit Agreement or any other Loan Documents or has guaranteed the repayment of the Obligations pursuant to any of the foregoing agreements, that such assignment, delegation and assumption shall not affect the repayment obligations of such entity, all of which repayment obligations remain and shall continue to be in full force and effect and each of which is hereby ratified, confirmed and reaffirmed in all respects, and (iv) agrees to execute all documents BNYAS reasonably requests as necessary or desirable to evidence BNYAS's appointment as the successor Administrative Agent, Collateral Agent and Senior Collateral Agent.

PASTA ACQUISITION CORP.
THE PRINCE COMPANY, INC.
RONZONI FOODS INTERNATIONAL CORPORATION
NWP DELAWARE, LLC
RONZONI FOODS CANADA CORPORATION

By: 
Name: Cary A. Metz
Title: Corporate Secretary

Schedule 1 to Omnibus Amendment Agreement executed on April 26, 2004

MARK	Ser. No.	Date Filed	Reg. No.	Date Reg.
BUTTERODLE	75-584,624	19981106	NA	NA
CALCIUM RICH and Design	75-578,348	19981023	NA	NA
CALCIUM RICH and Design	75-578,339	19981023	NA	NA
CREAMETTE and Design	76-086,985	20000712	NA	NA
CREAMETTE KID'S CUTS	76-019,213	20000407	NA	NA
LE DELIZIE D'ITALIA MONDER	75-366,157	19971001	NA	NA
SAN GIORGIO	75-344,951	19970821	NA	NA
WHEATRICH FARMS	76-137,591	20000928	NA	NA