

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	02/11/2003		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN GRAIN COMPANY		02/11/2003	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AMERICAN ITALIAN PASTA COMPANY		
Street Address:	4100 N. Mulberry Drive		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1593268	GOLDEN GRAIN	
Registration Number:	680109	GOLDEN GRAIN	
Registration Number:	1112030	FANCY CUT	
Registration Number:	1601193	GOLDEN GRAIN	
Registration Number:	1036928	BEST BET	
Registration Number:	1022184	JIFFIES	
Registration Number:	1256290	GOLDEN GRAIN	
Registration Number:	711603	MISSION	
Registration Number:	1424129		
Registration Number:	2356276	ALL THE RIGHT SHAPES FOR EVERY TASTE	
CORRESPONDENCE DATA			
Fax Number:	(816)474-9057		

CH \$265.00 1593268

900017161

TRADEMARK
REEL: 002997 FRAME: 0121

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

Phone: 816-474-9050
Email: klg@hoveywilliams.com
Correspondent Name: Thomas H. Van Hoozer
Address Line 1: 2405 Grand Blvd.
Address Line 2: Suite 400
Address Line 4: Kansas City, MISSOURI 64108

NAME OF SUBMITTER:	Thomas H. Van Hoozer
Signature:	/s: Thomas H. Van Hoozer/
Date:	12/23/2004

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated as of January 31, 2003 (the "Assignment"), is made by Golden Grain Company, a California corporation ("Assignor") to American Italian Pasta Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase and Sale Agreement dated as of January 28, 2003 (the "Purchase Agreement");

WHEREAS, Assignor has registered or sought registration for the trademarks listed on Exhibit A attached hereto (collectively, the "Trademarks");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, assign, transfer and convey to Assignee all right, title and interest in and to the Trademarks, if any, including all registrations and applications for registrations therefor, and the goodwill associated with the Trademarks, if any, as part of the entire business or portion therefor to which the Trademarks pertain; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, all right, title and interest in and to the Trademarks, if any, including all registrations and applications for registrations therefor, and the goodwill associated with the use of and symbolized by the Trademarks, if any, as part of the entire business or portion therefor to which the Trademarks pertain. Further, Assignor hereby assigns, transfers and sets over unto Assignee all right, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademarks.

EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.

[Signature page for Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

GOLDEN GRAIN COMPANY

By: Mark L. McGowan

(SEAL)

Title: vice-president

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On February 11, 2003, before me MARIA CAMACHO, a Notary Public, personally appeared MARK L. MCGOWAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) authorized capacity, and that by his (her) signature on the instrument the person or the entity upon behalf of which he (she) acted, executed this instrument.

WITNESS my hand and official seal

Maria Camacho
Notary Public

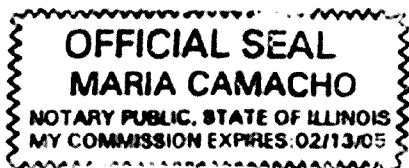


EXHIBIT A
REGISTERED AND PENDING

<u>Mark</u>	<u>Status</u>	<u>SubStatus</u>	<u>Class</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
GOLDEN GRAIN	Registered	Renewed	30	GOLDEN GRAIN COMPANY	820591	8/21/89	1593268	4/24/90
GOLDEN GRAIN	Registered	Renewed	29	GOLDEN GRAIN COMPANY	55665	7/21/58	680109	6/9/59
FANCY CUT	Registered	Renewed	30	GOLDEN GRAIN COMPANY	94503	7/26/76	1112030	1/23/79
GOLDEN GRAIN & WHEAT DESIGN	Registered	Renewed	30	GOLDEN GRAIN COMPANY	825738	10/4/89	1601193	6/12/90
BEST BET	Registered		30	GOLDEN GRAIN COMPANY	44794	2/21/75	1036928	3/30/76
JIFFIES	Registered		30	GOLDEN GRAIN COMPANY	44788	2/21/75	1022184	10/7/75
GOLDEN GRAIN & WHEAT DESIGN	Registered		29, 30, 31	GOLDEN GRAIN COMPANY	368456	6/7/82	1256290	11/1/83
MISSION	Registered	Renewed	29	GOLDEN GRAIN COMPANY	78781	7/31/59	711603	2/21/61
GRAIN DESIGN MOTIF (NEW)	Registered		29, 30	GOLDEN GRAIN COMPANY	541383	6/5/85	1424129	1/6/87
ALL THE RIGHT SHAPES FOR EVERY TASTE	Registered		30	GOLDEN GRAIN COMPANY	75/601733	12/8/98	2356276	6/6/00