# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| New World Pasta Company | | 12/07/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Wells Fargo Foothill, Inc., as Agent |
| Street Address: | 2450 Colorado Avenue, Suite 3000 West |
| City: | Santa Monica |
| State/Country: | CALIFORNIA |
| Postal Code: | 90404 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 128

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 0007475 | |
| Registration Number: | 1474360 | AMERICAN BEAUTY |
| Registration Number: | 2432290 | AMERICAN BEAUTY |
| Registration Number: | 1642927 | AMERICAN BEAUTY |
| Serial Number: | 78664322 | AMERICAN BEAUTY EST. 1916 |
| Registration Number: | 1518157 | AMERICAN BEAUTY |
| Registration Number: | 1911635 | AMERICAN BEAUTY |
| Serial Number: | 78664312 | AMERICAN BEAUTY |
| Registration Number: | 2563146 | AMERICAN BEAUTY FETTUCCINE FLORENTINE |
| Registration Number: | 2752319 | AMERICAN BEAUTY HEALTHY HARVEST |
| Registration Number: | 2546895 | AMERICAN BEAUTY LA BELLA ROSA |
| Registration Number: | 1281774 | AMERICAN BEAUTY PERFECTION ALL THAT ITS NAME IMPLIES |
| Registration Number: | 1456710 | |

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|---|---|---|
| Registration Number: | 0420192 | CAVALIERE |
| Registration Number: | 0818393 | CAVALIERE |
| Registration Number: | 0867640 | CHOO CHOO-WHEELS |
| Registration Number: | 0867641 | CHOO CHOO-WHEELS |
| Registration Number: | 1533072 | CLASSIC CORNER |
| Registration Number: | 1467570 | COUNTRY KITCHEN |
| Registration Number: | 0511846 | CREAM OF EGG |
| Registration Number: | 0847955 | CREAM-A-RONI |
| Registration Number: | 0233754 | CREAMETTE |
| Registration Number: | 507026 | CREAMETTE |
| Registration Number: | 0090907 | CREAMETTE |
| Registration Number: | 0510104 | CREAMETTE |
| Registration Number: | 0198245 | CREAMETTE |
| Registration Number: | 0576129 | CREAMETTE |
| Registration Number: | 0915957 | CREAMETTES |
| Registration Number: | 1248562 | CREAMETTE |
| Registration Number: | 1232094 | CREAMETTE |
| Registration Number: | 0821223 | CREAMETTE |
| Serial Number: | 78724019 | CREAMETTE BRAND SINCE 1912 |
| Registration Number: | 0198425 | CREAMETTE |
| Serial Number: | 76634066 | CREAMETTE |
| Registration Number: | 1000797 | |
| Registration Number: | 2722051 | CREAMETTE HEALTHY HARVEST |
| Registration Number: | 2553914 | CREAMETTE KID'S CLUB |
| Registration Number: | 2553826 | CREAMETTE KID'S CLUB |
| Registration Number: | 0884727 | |
| Registration Number: | 0811448 | CREAMETTES |
| Registration Number: | 0821224 | CREAMETTES |
| Registration Number: | 0701457 | CURLY-RONI |
| Registration Number: | 0810854 | D |
| Registration Number: | 541258 | DELMONICO |
| Registration Number: | 0877486 | DELMONICO |
| Registration Number: | 0509667 | |
| Registration Number: | 0212208 | ELBO-RONI |
| Registration Number: | 2026782 | EVERY DAY'S A PRINCE PASTA DAY! |

| | | |
|---|---|---|
| Registration Number: | 0524570 | "FLUFFY DUMPLETS" |
| Registration Number: | 1412540 | GARDEN SHELLS |
| Registration Number: | 1391026 | GARDEN SPIRALS |
| Registration Number: | 1412539 | GARDEN WHEELS |
| Registration Number: | 0661447 | GIOIA |
| Registration Number: | 0815540 | GIOIA |
| Registration Number: | 1390136 | GIOIA GARDEN SPIRALS |
| Registration Number: | 0536579 | GOODMAN'S |
| Registration Number: | 2840279 | HEALTHY HARVEST |
| Registration Number: | 0571383 | HOLSUM |
| Registration Number: | 2637701 | HOMEMADE FAST |
| Registration Number: | 0938182 | IPPOLITO'S |
| Registration Number: | 0872289 | ITALIAN PANTRY |
| Registration Number: | 0843884 | ITALIANO |
| Registration Number: | 0825007 | KET-L-KUT |
| Registration Number: | 0769247 | KRINKLY |
| Registration Number: | 0072945 | LA GRISETTE |
| Registration Number: | 1510313 | LA PALOMA |
| Registration Number: | 1110639 | LA TERMINESE |
| Registration Number: | 2819927 | LE DELIZIE D'ITALIA |
| Registration Number: | 1109562 | LIGHT 'N FLUFFY |
| Registration Number: | 1248557 | |
| Registration Number: | 0844679 | |
| Registration Number: | 1403340 | MERLINO'S |
| Registration Number: | 1109794 | MERLINO'S |
| Registration Number: | 2418444 | |
| Registration Number: | 0609228 | MRS. WEISS' |
| Registration Number: | 0646880 | MRS. WEISS' |
| Registration Number: | 1708489 | NEW MILL |
| Registration Number: | 2510938 | NEW WORLD PASTA |
| Registration Number: | 1239609 | P&R |
| Registration Number: | 1257063 | P&R PROCINO-ROSSI |
| Registration Number: | 0878802 | PASTA MIA |
| Registration Number: | 0682275 | PERFECTION |
| Registration Number: | 1540729 | PERFECTION |

| | | |
|---|---|---|
| Registration Number: | 2064886 | PERFECTION |
| Registration Number: | 1062383 | PISCITELLO'S |
| Registration Number: | 0177999 | POT-PIE |
| Registration Number: | 0137680 | PRINCE |
| Registration Number: | 0691367 | PRINCE |
| Registration Number: | 2507912 | PRINCE |
| Registration Number: | 2402592 | PRINCE BISTRO |
| Registration Number: | 2722075 | PRINCE HEALTHY HARVEST |
| Registration Number: | 0050396 | RED CROSS |
| Registration Number: | 0653871 | RIPPLETS |
| Registration Number: | 0695771 | RONI-MAC |
| Registration Number: | 0518709 | RONZONI |
| Registration Number: | 1201326 | RONZONI |
| Registration Number: | 2004806 | RONZONI |
| Registration Number: | 2022974 | RONZONI |
| Serial Number: | 78668807 | RONZONI HEALTHY HARVEST |
| Registration Number: | 0821366 | RONZONI SONO BUONI-RONZONI IS SO GOOD |
| Registration Number: | 2946784 | RONZONI HEALTHY HARVEST |
| Registration Number: | 1538349 | RONZONI SONO BUONI |
| Registration Number: | 1986632 | |
| Registration Number: | 2850870 | RONZONI TRADIZIONE D'ITALIA |
| Registration Number: | 0551327 | SALAD-RONI |
| Registration Number: | 2705671 | SAN GIORGIO |
| Registration Number: | 0844678 | SAN GIORGIO |
| Registration Number: | 0128415 | SAN GIORGIO |
| Registration Number: | 1547584 | SAN GIORGIO FETTUCCINI FLORENTINE |
| Registration Number: | 2749841 | SAN GIORGIO HEALTHY HARVEST |
| Registration Number: | 0968772 | SAN GIORGIO SOUPETTES |
| Registration Number: | 0607385 | SAN GIORGIO |
| Registration Number: | 0551328 | SHEL-RONI |
| Registration Number: | 1521166 | SKINNER |
| Registration Number: | 0670993 | SKINNER |
| Registration Number: | 1313673 | SKINNER'S |
| Registration Number: | 0624605 | SLENDERONI |
| Registration Number: | 1499534 | SONO BUONI CLUB |

| | | |
|---|---|---|
| Registration Number: | 2284266 | SOUPS 'N' SIDES |
| Registration Number: | 2418363 | TAKING PASTA FURTHER |
| Registration Number: | 2805176 | THE CLEAR WAY TO BETTER PASTA |
| Registration Number: | 1870717 | THE PASTA EXPERTS |
| Registration Number: | 0874797 | TORRONCINI |
| Registration Number: | 1516570 | TRIO ITALIANO |
| Registration Number: | 0970866 | WEDNESDAY IS PRINCE SPAGHETTI DAY |
| Registration Number: | 2493180 | |
| Registration Number: | 0915314 | |
| Serial Number: | 78647366 | GREAT TASTING GOODNESS |

CORRESPONDENCE DATA


Fax Number: (213)996-3339

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

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 S. Flower St., 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071


| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 56653.00034 |
| NAME OF SUBMITTER: | Claudia R Immerzeel |
| Signature: | /Claudia R Immerzeel/ |
| Date: | 12/16/2005 |

Total Attachments: 16

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# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of December, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.,** a California corporation, as the co-arranger, co-collateral agent and co-administrative agent for the Lender Group and the Bank Product Provider (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolver Credit Agreement dated as of December 7, 2005 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among **NWP HOLDINGS, INC.,** a Delaware corporation ("Parent"), **NEW WORLD PASTA COMPANY**, a Delaware corporation ("Borrower"), **RONZONI FOODS CANADA CORPORATION**, a corporation organized under the laws of Nova Scotia ("Ronzoni Canada"), the lenders party thereto as "Lenders" (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Collateral Agent, and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as the co-collateral agent, and co-administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Revolver Co-Agent"), the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of December 7, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;



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(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained



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herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date firth set forth above.

**NEW WORLD PASTA COMPANY,**
a Delaware corporation

By: _____
Name: CARY A MERZ
Title: SVP



TRADEMARK
REEL: 003212 FRAME: 0280

**ACCEPTED AND ACKNOWLEGED BY:**

**WELLS FARGO FOOTHILL, INC.,**
as Collateral Agent

By: _____
Name: STEPHEN CARLL
Title: VICE PRESIDENT



TRADEMARK
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**Schedule 1 (Trademarks and Trademark Intellectual Property Licenses)**
**to the**
**Trademark Security Agreement**

**U.S. Trademarks:**

| Country | Mark | App./Reg. No. | App./Reg. Date |
|---|---|---|---|
| USA | A-B-C-ETTES (STYLIZED) | 7,475 | 10/25/1966 |
| USA | AMERICAN BEAUTY & DESIGN | 1,474,360 | 01/26/1988 |
| USA | AMERICAN BEAUTY (Words Only) | 2,432,290 | 02/27/2001 |
| USA | AMERICAN BEAUTY (Words Only) | 1,642,927 | 04/30/1991 |
| USA | AMERICAN BEAUTY and Design | 78/664,322 | 07/06/2005 |
| USA | AMERICAN BEAUTY and Design | 1,518,157 | 01/26/1988 |
| USA | AMERICAN BEAUTY and Design | 1,911,635 | 08/15/1995 |
| USA | AMERICAN BEAUTY and Design | 78/664,312 | 07/06/2005 |
| USA | AMERICAN BEAUTY FETTUCCINE | 2,563,146 | 04/23/2002 |
| USA | AMERICAN BEAUTY HEALTHY HARVEST | 2,752,319 | 08/19/2003 |
| USA | AMERICAN BEAUTY LA BELLA ROSA | 2,546,895 | 12/03/2002 |
| USA | AMERICAN BEAUTY PERFECTION | 1,281,774 | 06/12/1984 |
| USA | BUNDLE OF WHEAT DESIGN | 1,456,710 | 09/08/1987 |
| USA | CAVALIERE & DESIGN | 420,192 | 04/02/1946 |
| USA | CAVALIERE (Words Only) | 818,393 | 11/08/1966 |
| USA | CHOO CHOO-WHEELS (Words Only) | 867,640 | 04/01/1969 |
| USA | CHOO CHOO-WHEELS AND DESIGN | 867,641 | 04/01/1969 |
| USA | CLASSIC CORNER (Words Only) | 1,533,072 | 08/04/1989 |
| USA | COUNTRY KITCHEN (Words Only) | 1,467,570 | 12/01/1987 |
| USA | CREAM OF EGG | 511,846 | 07/05/1949 |
| USA | CREAM-A-RONI | 847,955 | 04/23/1968 |
| USA | CREAMETTE | 233,754 | 10/11/1927 |
| USA | CREAMETTE | 507,026 | 02/22/1949 |

| Country | Mark | App./Reg. No. | App./Reg. Date |
|---|---|---|---|
| USA | CREAMETTE | 090,907 | 04/01/1913 |
| USA | CREAMETTE (STYLIZED) | 510,104 | 05/24/1949 |
| USA | CREAMETTE (STYLIZED) | 198,245 | 05/12/1925 |
| USA | CREAMETTE (Stylized) | 576,129 | 06/16/1953 |
| USA | CREAMETTE (Stylized) Package Design | 915,957 | 07/06/1971 |
| USA | CREAMETTE (Words Only) | 1,248,562 | 08/16/1983 |
| USA | CREAMETTE (Words Only) | 1,232,094 | 03/22/1983 |
| USA | CREAMETTE (Words Only) | 821,223 | 12/27/1966 |
| USA | CREAMETTE BRAND SINCE 1912 and Design | 78/724,019 | 09/30/2005 |
| USA | CREAMETTE (Words Only) | 198,425 | 05/19/1925 |
| USA | CREAMETTE and Design | 76/634,066 | 03/23/2005 |
| USA | CREAMETTE GIRL IN BONNET DESIGN | 1,000,797 | 12/31/1974 |
| USA | CREAMETTE HEALTHY HARVEST (Words Only) | 2,722,051 | 06/03/2003 |
| USA | CREAMETTE KID'S CLUB & DESIGN | 2,553,914 | 03/26/2002 |
| USA | CREAMETTE KID'S CLUB (Words Only) | 2,553,826 | 03/26/2002 |
| USA | CREAMETTE PACKAGE DESIGN | 884,727 | 01/20/1970 |
| USA | CREAMETTES (Words Only) | 811,448 | 07/19/1966 |
| USA | CREAMETTES (Words Only) | 821,224 | 12/27/1966 |
| USA | CURLY-RONI (Words Only) | 701,457 | 07/19/1960 |
| USA | D AND DESIGN | 810,854 | 07/05/1966 |
| USA | DELMONICO | 541,258 | 04/24/1951 |
| USA | DELMONICO AND DESIGN | 877,486 | 09/23/1969 |
| USA | DESIGN OF CROSS | 509,667 | 05/10/1949 |
| USA | ELBO-RONI | 212,208 | 04/27/1926 |
| USA | EVERY DAY'S A PRINCE PASTA DAY (Words Only) | 2,026,782 | 12/31/1996 |



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| Country | Mark | App./Reg. No. | App./Reg. Date |
|---|---|---|---|
| USA | FLUFFY DUMPLETS (Words Only) | 524,570 | 04/25/1950 |
| USA | GARDEN SHELLS & DESIGN | 1,412,540 | 10/07/1986 |
| USA | GARDEN SPIRALS & DESIGN | 1,391,026 | 04/22/1986 |
| USA | GARDEN WHEELS & DESIGN | 1,412,539 | 10/07/1986 |
| USA | GIOIA & DESIGN | 661,447 | 05/06/1958 |
| USA | GIOIA & DESIGN | 815,540 | 09/20/1966 |
| USA | GIOIA GARDEN SPIRALS & DESIGN | 1,390,136 | 04/15/1986 |
| USA | GOODMAN'S (STYLIZED) (Words Only) | 536,579 | 01/16/1951 |
| USA | GREAT TASTING GOODNESS | 78/647,366 ~~78/634,366~~ | 03/22/2005 |
| USA | HEALTHY HARVEST | 2,840,279 | 05/11/2004 |
| USA | HOLSUM (STYLIZED) | 571,383 | 03/03/1953 |
| USA | HOMEMADE FAST (Words Only) | 2,637,701 | 10/15/2002 |
| USA | IPPOLITO'S (Words Only) | 938,182 | 07/18/1972 |
| USA | ITALIAN PANTRY (Words Only) | 872,289 | 07/01/1969 |
| USA | ITALIANO AND DESIGN | 843,884 | 02/06/1968 |
| USA | KET-L-KUT (Words Only) | 825,007 | 02/28/1967 |
| USA | KRINKLY (STYLIZED) | 769,247 | 05/05/1964 |
| USA | LA GRISETTE | 072,945 | 03/02/1909 |
| USA | LA PALOMA (Words Only) | 1,510,313 | 10/25/1988 |
| USA | LA TERMINESE (Words Only) | 1,110,639 | 01/02/1979 |
| USA | LE DELIZIE D'ITALIA (Words Only) | 2,819,927 | 03/02/2004 |
| USA | LIGHT 'N FLUFFY | 1,109,562 | 12/19/1978 |
| USA | MANICOTTI SHELL DESIGN | 1,248,557 | 08/16/1983 |
| USA | MEDALLION DESIGN | 844,679 | 02/20/1968 |
| USA | MERLINO'S (Words Only) | 1,403,340 | 07/29/1986 |
| USA | MERLINO'S (Words Only) | 1,109,794 | 12/19/1978 |
| USA | MISCELLANEOUS DESIGN (CHEF) | 2,418,444 | 01/02/2001 |



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| Country | Mark | App./Reg. No. | App./Reg. Date |
|---|---|---|---|
| USA | MRS. WEISS' (STYLIZED) | 609,228 | 07/19/1955 |
| USA | MRS. WEISS' AND DESIGN | 646,880 | 06/11/1957 |
| USA | NEW MILL (Words Only) | 1,708,489 | 08/18/1992 |
| USA | NEW WORLD PASTA | 2,510,938 | 11/20/2001 |
| USA | P&R (Words Only) | 1,239,609 | 05/24/1983 |
| USA | P&R PROCINO-ROSSI AND DESIGN | 1,257,063 | 11/08/1983 |
| USA | PASTA MIA & DESIGN | 878,802 | 10/14/1969 |
| USA | PERFECTION AND CIRCLE DESIGN | 682,275 | 07/21/1959 |
| USA | PERFECTION AND ROSE DESIGN | 1,540,729 | 05/23/1989 |
| USA | PERFECTION AND ROSES DESIGN | 2,064,886 | 05/27/1997 |
| USA | PISCITELLO'S (Words Only) | 1,062,383 | 03/29/1977 |
| USA | POT-PIE (Words Only) | 177,999 | 01/01/1924 |
| USA | PRINCE | 137,680 | 11/30/1920 |
| USA | PRINCE & CREST STRIPE DESIGN | 691,367 | 01/12/1960 |
| USA | PRINCE and Design | 2,507,912 | 11/13/2001 |
| USA | PRINCE BISTRO (Words Only) | 2,402,592 | 11/07/2000 |
| USA | PRINCE HEALTHY HARVEST | 2,722,075 | 06/03/2003 |
| USA | RED CROSS (Words Only) | 50396 | 03/13/1906 |
| USA | RIPPLETS (Words Only) | 653,871 | 10/29/1957 |
| USA | RONI-MAC (Words Only) | 695,771 | 04/05/1960 |
| USA | RONZONI | 518,709 | 12/13/1949 |
| USA | RONZONI (STYLIZED) | 1,201,326 | 07/13/1982 |
| USA | RONZONI (Words Only) | 2,004,806 | 10/01/1996 |
| USA | RONZONI (Words Only) | 2,022,974 | 12/17/1996 |
| USA | RONZONI HEALTHY HARVEST | 78/668,807 | 07/22/2005 |
| USA | RONZONI HEALTHY HARVEST | 2,946,784 | 09/23/2003 |
| USA | RONZONI SONO BUONI – RONZONI IS SO GOOD | 821,366 | 12/27/1966 |



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REEL: 003212 FRAME: 0285

| Country | Mark | App./Reg. No. | App./Reg. Date |
|---|---|---|---|
| USA | RONZONI SONO BUONI (Words Only) | 1,538,349 | 05/09/1989 |
| USA | RONZONI TRADE DRESS DESIGN | 1,986,632 | 07/16/1996 |
| USA | RONZONI TRADIZIONE D'ITALIA AND DESIGN | 2,850,870 | 06/08/2004 |
| USA | SALAD-RONI (Words Only) | 551,327 | 11/27/1951 |
| USA | SAN GIORGIO (Words Only) | 2,705,671 | 04/15/2003 |
| USA | SAN GIORGIO (Words Only) | 844,678 | 02/20/1968 |
| USA | SAN GIORGIO AND DESIGN | 128,415 | 01/06/1980 |
| USA | SAN GIORGIO FETTUCCINE FLORENTINE | 1,547,584 | 07/11/1989 |
| USA | SAN GIORGIO HEALTHY HARVEST | 2,749,841 | 08/12/2003 |
| USA | SAN GIORGIO MEDALLION DESIGN | 844,679 | 02/20/1968 |
| USA | SAN GIORGIO SOUPETTES (STYLIZED) | 968,772 | 09/18/1973 |
| USA | SAN GIORGIO Stylized | 607,385 | 06/14/1955 |
| USA | SHEL-RONI (Words Only) | 551,328 | 11/27/1951 |
| USA | SKINNER | 1,521,166 | 01/17/1989 |
| USA | SKINNER AND SERRATED RED LABEL | 670,993 | 12/09/1958 |
| USA | SKINNER'S AND DESIGN | 1,313,673 | 01/08/1985 |
| USA | SLENDERONI | 624,605 | 04/03/1956 |
| USA | SONO BUONI CLUB (Words Only) | 1,499,534 | 08/09/1988 |
| USA | SOUPS 'N' SIDES (Words Only) | 2,284,266 | 10/05/1999 |
| USA | TAKING PASTA FURTHER (Words Only) | 2,418,363 | 01/02/2001 |
| USA | THE CLEAR WAY TO A BETTER PASTA (Words Only) | 2,805,176 | 01/13/2004 |
| USA | THE PASTA EXPERTS (Words Only) | 1,870,717 | 12/27/1994 |
| USA | TORRONCINI (Words Only) | 874,797 | 08/12/1969 |
| USA | TRIO ITALIANO (Words Only) | 1,516,570 | 12/13/1988 |



TRADEMARK
REEL: 003212 FRAME: 0286

| Country | Mark | App./Reg. No. | App./Reg. Date |
|---|---|---|---|
| USA | WEDNESDAY IS PRINCE SPAGHETTI DAY (Words Only) | 970,866 | 10/16/1973 |
| USA | WHEAT AND GLOBE Design | 2,493,180 | 09/25/2001 |
| USA | YELLOW & GREEN CREAMETTES PACKAGE | 915,314 | 06/15/1971 |

**Foreign Trademarks:**

| Country | Mark | Reg./App. No. | Reg./App. Date |
|---|---|---|---|
| Antigua and Barbuda | PRINCE | 3312 | 01/22/1992 |
| Barbados | PRINCE | 81/8160 | 12/08/1998 |
| Bermuda | CREAMETTE | 21492 | 10/14/1991 |
| Bermuda | PRINCE | 21459 | 10/14/1992 |
| Bermuda | SAN GIORGIO | 9799 | 08/17/1982 |
| Canada | BIRDS-CONVENTIONAL DESIGN | 143790 | 02/04/1966 |
| Canada | CREAMETTE | TMA197295 | 02/01/1974 |
| Canada | CREAMETTE BRAND & DESIGN | TMA167656 | 01/30/1970 |
| Canada | CREAMETTE GIRL IN BONNET DESIGN | TMA384452 | 05/17/1991 |
| Canada | CREAMETTES & LABEL DESIGN | TMA168301 | 03/20/1970 |
| Canada | CREAMETTES & LABEL DESIGN | TMA168305 | 03/20/1970 |
| Canada | CREAMO | NFLD2557 | 09/01/1944 |
| Canada | DEVICE (CARTON-RECTANGLES) | TMA168250 | 03/20/1970 |
| Canada | DIPLOMA | TMDA51583 | 02/17/1931 |
| Canada | GOLDEN GROVE & CHEF DESIGN | TMA128728 | 11/16/1962 |
| Canada | GOLDEN WHEAT | TMA156334 | 04/11/1968 |
| Canada | HARVEST GRAINS | TMA290593 | 05/04/1984 |
| Canada | HIRONDELLE LABEL | NFLD1130 | 12/26/1922 |
| Canada | LANCIA STRIPED DESIGN (IN COLOR) | TMA209265 | 09/05/1975 |



TRADEMARK
REEL: 003212 FRAME: 0287

| Country | Mark | Reg./App. No. | Reg./App. Date |
|---|---|---|---|
| Canada | LANCIA STRIPES DESIGN (IN COLOR) | TMA414332 | 07/09/1993 |
| Canada | MACARONETS | TMDA52238 | 05/19/1931 |
| Canada | MAC-PAK | 418692 | 10/22/1993 |
| Canada | NELIA | TMA173311 | 12/18/1970 |
| Canada | PARMAPAST | TMA300201 | 02/22/1985 |
| Canada | PARMAPAST & Design | TMA301344 | 03/29/1985 |
| Canada | PARMAPAST EGG | TMA300200 | 02/22/1985 |
| Canada | PRINCE & DESIGN | 120512 | 12/23/1960 |
| Canada | ROMI | TMA294056 | 08/17/1984 |
| Canada | ROMI | TMA252462 | 11/07/1980 |
| Canada | ROMI AND DESIGN | TMA126107 | 04/13/1962 |
| Canada | RONZONI TRADIZIONE D'ITALIA PRODUCT OF ITALY AND DESIGN | 1,172,446 (Appl) | 03/26/2003 |
| Canada | RONZONI TRADIZIONE D'ITALIA SINCE/DEPUIS 1915 | | |
| Canada | SALADETTES | TMA377881 | 01/11/1991 |
| Canada | SAN GIORGIO FETTUCCINE FLORENTINE | 543276 | 04/02/2001 |
| Canada | SOUPLEMENTS | TMA308506 | 11/22/1985 |
| Canada | SPAGHETTI & LABEL DESIGN | TMA168304 | 03/20/1970 |
| Canada | SPLENDOR LABEL | UCA20764 | 03/08/1945 |
| Canada | SPLENDOR STRIPED PACKAGE DESIGN | TMA216530 | 10/08/1976 |
| Canada | SUNDAY IS PRINCE LASAGNA DAY | 217811 | 12/17/1976 |
| Canada | SUPERONI | 282107 | 08/05/1983 |
| Canada | SURGET | TMA379358 | 02/01/1991 |
| Canada | TASTY CUTS AND LABEL DESIGN | TMDA41916 | 07/23/1927 |
| Canada | WEDNESDAY IS PRINCE SPAGHETTI DAY | 217810 | 12/17/1976 |
| Canada | CREAMETTE BRAND and Design | TMA201417 | 08/30/1974 |



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REEL: 003212 FRAME: 0288

| Country | Mark | Reg./App. No. | Reg./App. Date |
|---|---|---|---|
| Canada | HEALTHY HARVEST | 419609 | 11/12/1993 |
| Canada | LANCIA | TMA195792 | 09/05/1975 |
| Canada | MOISSON SANTE | 423357 | 02/18/1994 |
| Canada | PRINCE | UCA41451 | 10/15/1951 |
| Canada | RONZONI and Design | TMA332623 | 10/02/1987 |
| Canada | SPLENDOR | UCA22849 | 12/11/1945 |
| Chile | SAN GIORGIO | 320111 | 06/11/1987 |
| China | CREAMETTE | 569370 | 10/30/1991 |
| Cuba | RONZONI | 2002-0740 (Appl) | 09/11/2002 |
| Dominican Republic | RONZONI | 78483 | 07/15/1995 |
| Dominican Republic | SAN GIORGIO | 135382 | 05/30/2003 |
| Ecuador | RONZONI | 015597 | 03/03/1997 |
| El Salvador | CREAMETTE | 211 BOOK 122 | 11/30/2000 |
| France | CREAMETTE | 1400601 | 09/11/1987 |
| France | CREAMETTES | 1400600 | 09/11/1987 |
| France | CREAMETTES (WORD) | 1199332 | 08/28/1982 |
| Germany | CREAMETTES (WORD) | 907609 | 03/28/1972 |
| Italy | RONZONI | 401590 | 02/12/1986 |
| Jamaica | PRINCE | B21027 | 08/07/1981 |
| Japan | RONZONI | 2159518 | 08/31/1989 |
| Japan | RONZONI | 2163159 | 08/31/1989 |
| Japan | SAN GIORGIO | 2155424 | 07/31/1989 |
| Korea, Republic of | CREAMETTE | 230887 | 01/16/1992 |
| Korea, Republic of | PRINCE | 256247 | 12/22/1992 |
| Lebanon | CREAMETTE | 59837 | 02/02/1993 |
| Mexico | CREAMETTE | 414197 | 05/21/1992 |
| Mexico | HEALTHY HARVEST | 817187 | 11/18/2003 |
| Mexico | RONZONI | 785200 | 03/27/2003 |



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| Country | Mark | Reg./App. No. | Reg./App. Date |
|---|---|---|---|
| Netherlands Antilles | SAN GIORGIO | 12551 | 07/16/1982 |
| New Zealand | RONZONI | 238463 | 06/30/1994 |
| Nicaragua | CREAMETTE | 44432C.C. | 07/25/2000 |
| Nicaragua | CREAMETTE | 44,605.C.C. | 09/13/2000 |
| Oman | PRINCE | 6269 | 07/16/2001 |
| Panama | CREAMETTE | 0701366 | 07/23/1996 |
| Panama | PRINCE | 044790 | 05/06/1988 |
| Peru | CREAMETTE (WORD) | 095587 | 01/31/1992 |
| Peru | CREAMETTE GIRL IN BONNET DESIGN | 095588 | 01/31/1992 |
| Peru | RONZONI | 79256 | 02/01/1994 |
| Portugal | RONZONI | 240786 | 07/22/1991 |
| Portugal | RONZONI | 240785 | 07/22/1991 |
| Puerto Rico | RONZONI | 30114 | 04/08/1991 |
| Russian Federation | RONZONI | 144210 | 07/22/1996 |
| Saudi Arabia | RONZONI | 254/93 | 03/24/1992 |
| Spain | RONZONI | 1160564 | 10/20/1987 |
| United Kingdom | CREAMETTE | B987811 | 02/22/1972 |
| United Kingdom | CREAMETTES | B435253 | 03/15/1979 |
| United Kingdom | CREAMETTES | B987812 | 02/22/1972 |
| Venezuela | RONZONI | 866484 (Appl) | 02/01/2005 |
| Viet Nam | CREAMETTE | 8377 | 05/29/1993 |
| Viet Nam | CREAMETTES | 6694 | 11/06/1992 |

**Trademark License Agreements:**

| Name of Agreement | Parties | Grant |
|---|---|---|
| **Catelli Trademark License Agreement** | H.J. Heinz Company, H.J. Heinz of Canada and Ronzoni Foods Canada Corporation (formerly Borden Foods Canada Corporation) | NWP's exclusive use of CATELLI trademark for pasta in Canada and other countries. |

| | | |
|---|---|---|
| **Exclusive Foodservice License Agreement** | New World Pasta Company and Dakota Growers Pasta Company, Inc. | Dakota Growers' use of PRINCE, SAN GIORGIO, MRS. WEISS AND RONZONI trademarks |
| **Ronzoni/San Giorgio Trademark License Agreement** | Hershey Foods Corporation and ICCO Cheese Company | ICCO Cheese's use of Ronzoni/San Giorgio trademark on Grated Cheese and Breadcrumbs |
| **U.S. Mills / NWP License Agreement** | Hershey Foods Corporation and U.S. Mills | U.S. Mills' use of SKINNER'S and Design trademark (raisin bran cereal) |
| **Worldwide Consent Agreement** | General Biscuits Belgie, BFC Investments and Borden, Inc. | General Biscuits' limited use of PRINCE trademark (various non-pasta products) |
| **Prince License Agreement** | BFC Investments and H. J. Heinz Company | Heniz's use of PRINCE trademark on Pasta sauce, pizza sauce and other Italian sauces |
| **Yolk Free License Agreement** | American Italian Pasta Company and BFC Investments, L.P. | NWP's use of YOLK FREE trademark owned by AIPC |
| **Borden License Agreement** | Borden Foods Corporation and New World Pasta Company | New World Pasta's use of U.S. Patent No. 5,759,607 and Canadian Patent No. 2,061,036 relating to the use of propylene glycol aliginate to improve the texture of cooked pasta |

**Software License Agreements:**

| Name | Date | Parties |
|---|---|---|
| Software License Agreement | 01/31/01 | J.D. Edwards and New World Pasta Company |
| Network Agreement | 03/11/03 | PenTeleData, Inc. and New World Pasta Company |
| Software License Agreement | 05/29/02 | Enabled Worlds, LLC and New World Pasta Company |
| Master Product and Services Agreement | 01/13/05 | Gelco Information Network, Inc. and New World Pasta Company |
| Master Services Agreement | 12/23/04 | Corio, Inc. and New World Pasta Company |
| License Agreement | 02/10/04 | Inovis USA, Inc. and New World Pasta Company |
| WWRE Accreditation/WIM Usage Agreement | 03/09/04 | WorldWide Retail Exchange, LLC and New World Pasta Company |
| License Authorization Grant | 05/28/04 | Sybari Software, Inc. and New World Pasta Company |
| Master Customer Services Agreement | 12/01/01 | Innovate E-Commerce, Inc. and New World |



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| | | |
|---|---|---|
| | | Pasta Company |
| Sprint Voice Solutions Sales Agreement and Global MPLS VPN Port | 08/19/05 | Sprint Communications Company L.P. and New World Pasta Company |
| Maintenance Contracts –<br>AS 400 Hardware<br>AS 400 Software<br>440/EXP Server Hardware, Laptops | <br>06/16/04<br>11/15/04<br>02/01/05 | <br>IBM Corporation and New World Pasta Company |

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