Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: Assignment of Administrative Agent of Security Interests in trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		104/26/2004	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: 127

Property Type	Number	Word Mark
Registration Number:	1865377	10,000 LAKES PASTA
Registration Number:	1456710	
Registration Number:	817475	A-B-C-ETTES
Registration Number:	1642927	AMERICAN BEAUTY
Registration Number:	1905784	AMERICAN BEAUTY
Registration Number:	1911635	AMERICAN BEAUTY
Registration Number:	1518157	AMERICAN BEAUTY
Registration Number:	1474360	AMERICAN BEAUTY
Registration Number:	2563146	AMERICAN BEAUTY FETTUCCINE FLORENTINE
Registration Number:	1288071	AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES
Registration Number:	2194407	CALCIUM RICH ELBOWS
Registration Number:	2191617	CALCIUM RICH SPAGHETTI
Registration Number:	818393	CAVALIERE
Registration Number:	420192	CAVALIERE
	1	TRADEMARK

REEL: 002844 FRAME: 0248

900007834

Registration Number:	867640	CHOO CHOO-WHEELS
Registration Number:	867641	CHOO CHOO-WHEELS
Registration Number:	1533072	CLASSIC CORNER
Registration Number:	1467570	COUNTRY KITCHEN
Registration Number:	511846	CREAM OF EGG
Registration Number:	847955	CREAM-A-RONI
Registration Number:	1248562	CREAMETTE
Registration Number:	1232094	CREAMETTE
Registration Number:	821223	CREAMETTE
Registration Number:	576129	CREAMETTE
Registration Number:	510104	CREAMETTE
Registration Number:	507026	CREAMETTE
Registration Number:	233754	CREAMETTE
Registration Number:	198245	CREAMETTE
Registration Number:	190536	CREAMETTE
Registration Number:	198425	CREAMETTE
Registration Number:	90907	CREAMETTE
Registration Number:	2553826	CREAMETTE KID'S CLUB
Registration Number:	2553914	CREAMETTE KID'S CLUB
Registration Number:	811448	CREAMETTES
Registration Number:	821224	CREAMETTES
Registration Number:	915957	CREAMETTES
Registration Number:	1855323	CRESCENDO
Registration Number:	701457	CURLY-RONI
Registration Number:	810854	D
Registration Number:	541258	DELMONICO
Registration Number:	877486	DELMONICO
Registration Number:	2179603	DERBY PASTA
Registration Number:	2418444	
Registration Number:	2493180	
Registration Number:	1986632	
Registration Number:	1248557	
Registration Number:	1000797	
Registration Number:	915314	
Registration Number:	884727	
-	<u> </u>	TRADEMARK

Registration Number:	844679	
Registration Number:	509667	
Registration Number:	1875426	ECONOMY PAK
Registration Number:	212208	ELBO-RONI
Registration Number:	2026782	EVERY DAY'S A PRINCE PASTA DAY!
Registration Number:	524570	"FLUFFY DUMPLETS"
Registration Number:	1412540	GARDEN SHELLS
Registration Number:	1391026	GARDEN SPIRALS
Registration Number:	1412539	GARDEN WHEELS
Registration Number:	815540	GIOIA
Registration Number:	661447	GIOIA
Registration Number:	1390136	GIOIA GARDEN SPIRALS
Registration Number:	536579	GOODMAN'S
Registration Number:	571383	HOLSUM
Registration Number:	2637701	HOMEMADE FAST
Registration Number:	938182	IPPOLITO'S
Registration Number:	872289	ITALIAN PANTRY
Registration Number:	843884	ITALIANO
Registration Number:	784189	ITALIANO
Registration Number:	825007	KET-L-KUT
Registration Number:	603456	KLUS-KY
Registration Number:	769247	KRINKLY
Registration Number:	1818079	LA BELLA ROSA BRAND
Registration Number:	72945	LA GRISETTE
Registration Number:	1510313	LA PALOMA
Registration Number:	1110639	LA TERMINESE
Registration Number:	1109562	LIGHT 'N FLUFFY
Registration Number:	1403340	MERLINO'S
Registration Number:	1109794	MERLINO'S
Registration Number:	646880	MRS. WEISS'
Registration Number:	609228	MRS. WEISS'
Registration Number:	1708489	NEW MILL
Registration Number:	2510938	NEW WORLD PASTA
Registration Number:	2095977	NOVITA
Registration Number:	1239609	P&R TRADEMARK

Registration Number:	1257063	P&R PROCINO-ROSSI
Registration Number:	878802	PASTA MIA
Registration Number:	1281774	AMERICAN BEAUTY PERFECTION ALL THAT ITS NAME IMPLIES
Registration Number:	2064886	PERFECTION
Registration Number:	1540729	PERFECTION
Registration Number:	682275	PERFECTION
Registration Number:	1062383	PISCITELLO'S
Registration Number:	177999	POT-PIE
Registration Number:	137680	PRINCE
Registration Number:	2507912	PRINCE
Registration Number:	778273	PRINCE
Registration Number:	691367	PRINCE
Registration Number:	2402592	PRINCE BISTRO
Registration Number:	50396	RED CROSS
Registration Number:	653871	RIPPLETS
Registration Number:	1303953	ROMA BRAND ARRIVE DERCI
Registration Number:	695771	RONI-MAC
Registration Number:	2022974	RONZONI
Registration Number:	2004806	RONZONI
Registration Number:	1201326	RONZONI
Registration Number:	518709	RONZONI
Registration Number:	1538349	RONZONI SONO BUONI
Registration Number:	821366	RONZONI SONO BUONI-RONZONI IS SO GOOD
Registration Number:	551327	SALAD-RONI
Registration Number:	844678	SAN GIORGIO
Registration Number:	607385	SAN GIORGIO
Registration Number:	128415	SAN GIORGIO
Registration Number:	1547584	SAN GIORGIO FETTUCCINI FLORENTINE
Registration Number:	968772	SAN GIORGIO SOUPETTES
Registration Number:	551328	SHEL-RONI
Registration Number:	1521166	SKINNER
Registration Number:	670993	SKINNER
Registration Number:	1313673	SKINNER'S
Registration Number:	971970	SKROODLES

Registration Number:	624605	SLENDERONI
Registration Number:	1499534	SONO BUONI CLUB
Registration Number:	998809	SUNDAY IS PRINCE LASAGNA DAY
Registration Number:	2418363	TAKING PASTA FURTHER
Registration Number:	1870717	THE PASTA EXPERTS
Registration Number:	874797	TORRONCINI
Registration Number:	1516570	TRIO ITALIANO
Registration Number:	1307324	TROMBETTE
Registration Number:	970866	WEDNESDAY IS PRINCE SPAGHETTI DAY

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3483 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: 17

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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 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:

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.

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) Bach 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

- 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 The Borrower and Lenders signatory hereto agree that the as of the Effective Date. 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. <u>Conditions to Effectiveness</u>. 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

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. <u>Pledged Property</u>. 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. <u>Representations and Warranties</u>. Each of the parties hereto represents and warrants that it is legally authorized to enter into this Agreement.
- 10. <u>Letters of Credit</u>. 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.
- 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. <u>Reaffirmation</u>. 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. <u>Payments</u>. 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. <u>Successors and Assigns</u>. 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 BYNAS 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. <u>Counterparts</u>. 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. <u>Headings</u>. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.
- 18. <u>APPLICABLE LAW</u>. 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

TRADEMARK

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

Ву:

Name: Brian Cerreta

Title: Director

TRADEMARK

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

APPROVED - LEGAL

Y-24 0 Y

Ву:

Title: MANAGING ARRECTOR

TRADEMARK

MORGAN STANLEY SENIOR

FUNDING, INC.

By:

Name:

Title:

Daniel Allen Vice President

TRADEMARK

CANADIAN IMPERIAL BANK OF COMMERCE

By:

Name: MARC BERG

Title: Authorized Signatory

TRADEMARK

BLAC	CK DIAMOND CLO 1998-1 Ltd.
Ву;	
	Name: Title:
BLAC	CK DIAMOND CLO 2000-1 Ltd.
Ву:	
	Name; Title:
By Bla	OPPORTUNITY FUND, L.P. ck Diamond Capital Management, its General Partner
By:	Name of the state
	Name: JAMES J. ZENNI, JR. Title: DIRECTOR

By:		2	ع	ع	<u></u>
•	Name: Title:		n Cor ector	rkist	1
BLAC	K DIAM	OND (CLO:	2000-	-I Ltd.
By:		2	٩	٤	<u> </u>
-	Name: Title:	Alan Dire		kish	
BDCM	1 oppor	TUNII	ry fi	JND,	, L.P.
-	ck Diame , its Gene	-	-	Mana	gement,
By:					
	Name: Title:				

BLACK DIAMOND CLO 1998-1 Ltd.

WELLS FARGO BANK NATIONAL

ASSOCIATION

Name: Tim Van Holland Title: Vice President

TRADEMARK

EXHIBIT A

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 APRIL 26, 2004

MARK	Ser. No. 4-	Date Filed	Reg. No.	Date Reg.
10.000 LAKES PASTA	74-405,066	19930624	1,865,377	19941129
100% and Design	73-635,354	19861215	1,456,710	19870908
A-B-C-ETTES	72-178,778	19631011	817,475	19661025
AMERICAN BEAUTY	73-831,248	19891013	1,642,927	19910430
AMERICAN BEAUTY and Design	74-540,206	19940620	1,905,784	19950718
AMERICAN BEAUTY and Design	74-539,994	19940620	1,911,635	19950815
AMERICAN BEAUTY and Design	73-719,364	19880325	1,518,157	19881227
AMERICAN BEAUTY and Design	73-608,263	19860707	1,474,360	19880126
AMERICAN BEAUTY FETTUCCINE FLORENTINE and			ì	
Design	76-077,497	20000626	2,563,146	20020423
AMERICAN BEAUTY PERFECTION BRAND ALL THAT	73-393,542	19820929	1,288,071	19840731
ITS NAME IMPLIES and Design CALCIUM RICH ELBOWS and Design	75-180,280	19961011	2,194,407	19981006
CALCIUM RICH SPAGHETTI and Design	75-180,239	19961011	2,191,617	19980922
CAVALIERE	72-240,946	19660314	818,393	19661108
CAVALIERE	71-424,611	19391016	420,192	19460402
CHOO CHOO-WHEELS	72-300,596	19680617	867,640	19690401
CHOO CHOO-WHEELS and Design	72-300,597	19680617	867,641	19690401
CLASSIC CORNER	73-742,393	19880727	1,533,072	19890404
COUNTRY KITCHEN	73-523,799	19850225	1,467,570	19871201
CREAM OF EGG	71-541,753	19470721	511,846	19490705
CREAM-A-RONI	72-263,750	19670201	847,955	19680423
CREAMETTE	73-334,929	19811102	1,248,562	19830816
CREAMETTE	73-295,181	19810202	1,232,094	19830322
CREAMETTE	72-231,393	19651023	821,223	19661227
CREAMETTE	71-640,728	19530114	576,129	19530616
CREAMETTE	71-543,899	19471210	510,104	19490524
CREAMETTE	71-543,897	19471210	507,026	19490222
CREAMETTE	71-211,981	19250401	233,754	19271011
CREAMETTE	71-194,980	19240404	198,245	19250512
CREAMETTE	71-194,978	19240404	190,536	19241014
CREAMETTE	71-191,009	19240119	198,425	19250519
CREAMETTE	71-066,329	19121017	90,907	19130401
CREAMETTE KID'S CLUB	76-019,216	20000407	2,553,826	20020326
CREAMETTE KID'S CLUB and Design	76-047,168	20000515	2,553,914	20020326
CREAMETTES	72-229,070	19651001	811,448	19660719
CREAMETTES	72-231,396	19651023	821,224	19661227
CREAMETTES and Design	72-295,512	19680412	915,957	19710706
CRESCENDO	74-397,539	19930601	1,855,323	19940920
CURLY-RONI	72-066,195	19590121	701,457	19600719
D and Design	72-227,659	19650913	810,854	19660705
DELMONICO	71-509,503	19460921	541,258	19510424
DELMONICO and Design	72-305,410	19680819	877,486	19690923
DERBY PASTA	75-263,352	19970314	2,179,603	19980804
DESIGN ONLY	75-747,001	19990709	2,418,444	20010102
DESIGN ONLY	75-679,451	19990412	2,493,180	20010925
DESIGN ONLY	74-603,092	19941125	1,986,632	19960716
DESIGN ONLY	73-327,273	19810908	1,248,557	19830816
DESIGN ONLY	72-464,451	19730801	1,000,797	19741231
DESIGN ONLY	72-295,513	19680412	915,314	19710615
DESIGN ONLY	72-268,161	19670403	884,727	19700120
DESIGN ONLY	72-243,174	19660411	844,679	19680220
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SCHEDULE 1 TO OMNIBUS AMENDMENT AGREEMENT EXECUTED APRIL 26, 2004

	71 500 050	40.474404	500.007	10100510
DESIGN ONLY	71-539,850	19471101	509,667	19490510
ECONOMY PAK and Design	74-429,844	19930830	1,875,426	19950124
ELBO-RONI	71-224,711	19251215	212,208	19260427
EVERY DAY'S A PRINCE PASTA DAY	75-015,747	19951107	2,026,782	19961231
FLUFFY DUMPLETS	71-571,497	19490103	524,570	19500425
GARDEN SHELLS and Design	73-584,084	19860221	1,412,540	19861007
GARDEN SPIRALS and Design	73-554,831	19850822	1,391,026	19860422
GARDEN WHEELS and Design	73-584,083	19860221	1,412,539	19861007
GIOIA	72-188,008	19640305	815,540	19660920
GIOIA	72-037,330	19570904	661,447	19580506
GIOIA GARDEN SPIRALS and Design	73-554,830	19850822	1,390,136	19860415
GOODMAN'S	71-579,594	19490527	536,579	19510116
HOLSUM	71-629,643	19520514	571,383	19530303
HOMEMADE FAST	76-261,004	20010523	2,637,701	20021015
IPPOLITO'S	72-397,467	19710715	938,182	19720718
ITALIAN PANTRY	72-301,232	19680624	872,289	19690701
ITALIANO and Design	72-243,447	19660414	843,884	19680206
ITALIANO and Design	72-143,633	19620502	784,189	19650126
KET-L-KUT	72-229,071	19651001	825,007	19670228
KLUS-KY	71-639,914	19550103	603,456	19550315
KRINKLY	72-165,016	19630320	769,247	19640505
LA BELLA ROSA BRAND and Design	74-326,293	19921028	1,818,079	19940125
LA GRISETTE	71-037,274	19080909	72,945	19090302
LA PALOMA	73-624,689	19861007	1,510,313	19881025
LA TERMINESE	73-154,584	19780109	1,110,639	19790102
LIGHT 'N FLUFFY	73-116,904	19770224	1,109,562	19781219
MERLINO'S	73-562,396	19851010	1,403,340	19860729
MERLINO'S	73-152,153	19771215	1,109,794	19781219
MRS. WEISS'	72-006,309	19560412	646,880	19570611
MRS. WEISS'	71-669,380	19540702	609,228	19550719
NEW MILL	74-185,982	19910717	1,708,489	19920818
NEW WORLD PASTA	75-679,450	19990412	2,510,938	20011120
NOVITA	75-065,822	19960301	2,095,977	19970909
P&R	73-354,746	19820315	1,239,609	19830524
P&R PROCINO-ROSSI and Design	73-379,480	19820811	1,257,063	19831108
PASTA MIA and Design	72-309,617	19681014	878,802	19691014
PERFECTION AMERICAN BEAUTY BRAND ALL THAT ITS NAME IMPLIES and Design	73-400,821	19821025	1,281,774	19840612
PERFECTION and Design	75-091,909	19960422	2,064,886	19970527
PERFECTION and Design	73-725,819	19880502	1,540,729	19890523
PERFECTION and Design	72-050,046	19580421	682,275	19590721
PISCITELLO'S	73-091,352	19760623	1,062,383	19770329
POT-PIE	71-181,131	19230525	177,999	19240101
PRINCE	71-121,126	19190730	137,680	19201130
PRINCE and Design	75-831,982	19991026	2,507,912	20011113
PRINCE and Design	72-163,763	19630301	778,273	19641006
PRINCE and Design	72-061,967	19581105	691,367	19600112
PRINCE BISTRO	75-549,257	19980908	2,402,592	20001107
RED CROSS	71-012,212	19050905	50,396	19060313
RIPPLETS	72-024,382	19570213	653,871	19571029
ROMA BRAND ARRIVE DERCI and Design	73-119,487	19770317	1,303,953	19841106
RONI-MAC	72-066,194	19590121	695,771	19600405

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74-654,900	19950327	2,022,974	19961217
74-539,993	19940620	2,004,806	19961001
73-174,405	19780614	1,201,326	19820713
71-554,610	19480414	518,709	19491213
73-743,087	19880729	1,538,349	19890509
72-221,636	19650621	821,366	19661227
71-605,291	19501023	551,327	19511127
72-243,173	19660411	844,678	19680220
71-669,916	19540713	607,385	19550614
71-115,859	19190214	128,415	19200106
73-714,016	19880229	1,547,584	19890711
72-435,570	19720914	968,772	19730918
71-605,292	19501023	551,328	19511127
73-726,104	19880502	1,521,166	19890117
72-042,933	19571223	670,993	19581209
73-129,951	19770610	1,313,673	19850108
72-444,436	19721222	971,970	19731030
71-683,920	19550321	624,605	19560403
73-702,155	19871221	1,499,534	19880809
72-462,871	19730713	998,809	19741119
75-686,746	19990419	2,418,363	20010102
74-372,839	19930329	1,870,717	19941227
72-302,122	19680705	874,797	19690812
73-668,066	19870622	1,516,570	19881213
73-410,720	19830124	1,307,324	19841127
72-411,047	19711223	970,866	19731016
	74-539,993 73-174,405 71-554,610 73-743,087 72-221,636 71-605,291 72-243,173 71-669,916 71-115,859 73-714,016 72-435,570 71-605,292 73-726,104 72-042,933 73-129,951 72-444,436 71-683,920 73-702,155 72-462,871 75-686,746 74-372,839 72-302,122 73-668,066 73-410,720	74-539,993 19940620 73-174,405 19780614 71-554,610 19480414 73-743,087 19880729 72-221,636 19650621 71-605,291 19501023 72-243,173 19660411 71-669,916 19540713 71-115,859 19190214 73-714,016 19880229 72-435,570 19720914 71-605,292 19501023 73-726,104 19880502 72-042,933 19571223 73-129,951 19770610 72-444,436 19721222 71-683,920 19550321 73-702,155 19871221 72-462,871 19730713 75-686,746 19990419 74-372,839 19930329 72-302,122 19680705 73-668,066 19870622 73-410,720 19830124	74-539,993 19940620 2,004,806 73-174,405 19780614 1,201,326 71-554,610 19480414 518,709 73-743,087 19880729 1,538,349 72-221,636 19650621 821,366 71-605,291 19501023 551,327 72-243,173 19660411 844,678 71-669,916 19540713 607,385 71-115,859 19190214 128,415 73-714,016 19880229 1,547,584 72-435,570 19720914 968,772 71-605,292 19501023 551,328 73-726,104 19880502 1,521,166 72-042,933 19571223 670,993 73-129,951 19770610 1,313,673 72-444,436 19721222 971,970 71-683,920 19550321 624,605 73-702,155 19871221 1,499,534 72-462,871 19730713 998,809 75-686,746 19990419 2,418,363 74-372,839 19930329

TRADEMARK REEL: 002844 FRAME: 0269

RECORDED: 05/07/2004