

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Assignment of Administrative Agent of Security Interests in trademarks
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of Nova Scotia		04/26/2004	a Canadian Chartered Bank: CANADA

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

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	71057985	AMERICAN BEAUTY
Serial Number:	74418430	AMERICAN BEAUTY 10,000 LAKES PASTA
Serial Number:	74392909	AMERICAN BEAUTY FETTUCCINI FLORENTINE
Serial Number:	74312059	BOTT BOI
Serial Number:	71605865	"BOTT BOI"
Serial Number:	75611436	CHEESY CHEESE
Serial Number:	73795104	
Serial Number:	74671359	ITALIAN MEDLEY
Serial Number:	73790748	IT'S EVERYTHING IT'S CRACKED UP TO BE
Serial Number:	75368367	LA BELLA ROSA
Serial Number:	75194595	LA BELLA ROSA
Serial Number:	71581618	MOUNT VERNON
Serial Number:	72062243	MRS. BECKER'S
Serial Number:	71453770	

CH \$690.00 71057985

Serial Number:	74615600	PASTA MANAGER
Serial Number:	72366590	PEOPLE SHOULD STICK TOGETHER NOT MACARONI
Serial Number:	72335063	PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI
Serial Number:	73260669	PRINCE LIGHT
Serial Number:	71453771	RED CROSS
Serial Number:	72056499	ROMA
Serial Number:	71665441	RONZONI
Serial Number:	71665440	RONZONI R
Serial Number:	74256467	SAN GIORGIO SOAK 'N SERVE
Serial Number:	72373146	SKINNER GOLD MEDAL
Serial Number:	72093502	SPAGH ETTES
Serial Number:	73818115	TRIXIES FAMOUS SWEET POTATOE FRIES
Serial Number:	74317857	VIMCO

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2149813483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark  
Address Line 1: Sidley Austin Brown & Wood LLP  
Address Line 2: 717 N. Harwood, Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	83520/90200
NAME OF SUBMITTER:	Dusan Clark

Total Attachments: 16  
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**TRADEMARK**

**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

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

By: Brian Cerreta  
Name: Brian Cerreta  
Title: Director

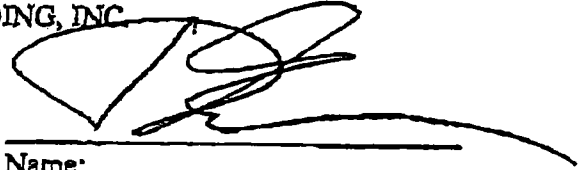
ENY ASSET SOLUTIONS LLC, as  
successor Administrative Agent, Collateral  
Agent and Senior Collateral Agent

APPROVED - LEGAL

AMC      4-26-04  
initials      date

By: Yves Conrad  
Name: LURE EDWARD  
Title: MANAGING DIRECTOR

MORGAN STANLEY SENIOR  
FUNDING, INC.



By:

Name:

Title:

**Daniel Allen**  
**Vice President**

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CANADIAN IMPERIAL BANK OF  
COMMERCE

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

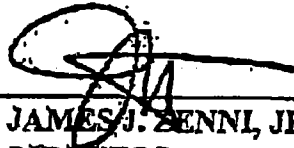
BLACK DIAMOND CLO 1998-1 Ltd.

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. BENNI, 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


TRADEMARK

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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 the OMNIBUS AMENDMENT AGREEMENT dated April 26, 2004

MARK	Ser. No.	Date Filed	Reg. No.	Date Reg.
AMERICAN BEAUTY	71-057,985	19110802	88,250	19120910
AMERICAN BEAUTY 10,000 LAKES PASTA and Design	74-418,430	19930719	1,873,368	19950110
AMERICAN BEAUTY FETTUCCINI FLORENTINE and Design	74-392,909	19930517	1,823,044	19940222
BOTT BOI	74-312,059	19920908	1,775,384	19930608
BOTT BOI	71-605,865	19501103	556,670	19520325
CHEESY CHEESE	75-611,436	19981223	NA	NA
DESIGN ONLY	73-795,104	19890424	1,580,341	19900130
ITALIAN MEDLEY	74-671,359	19950508	2,051,680	19970408
IT'S EVERYTHING IT'S CRACKED UP TO BE	73-790,748	19890403	1,570,073	19891205
LA BELLA ROSA	75-368,367	19971006	NA	NA
LA BELLA ROSA	75-194,595	19961107	NA	NA
MOUNT VERNON	71-581,618	19490707	534,319	19501205
MRS. BECKER'S and Design	72-062,243	19581110	696,508	19600419
NA	71-453,770	19420620	398,438	19421027
PASTA MANAGER	74-615,600	19941227	NA	NA
PEOPLE SHOULD STICK TOGETHER N	72-366,590	19700729	919,869	19710907
PEOPLE SHOULD STICK TOGETHER N	72-335,063	19690811	899,795	19700929
PRINCE LIGHT	73-260,669	19800505	1,238,641	19830517
RED CROSS	71-453,771	19420620	398,439	19421027
ROMA	72-056,499	19580801	692,148	19600126
RONZONI	71-665,441	19540429	614,923	19551025
RONZONI R	71-665,440	19540429	604,029	19550329
SAN GIORGIO SOAK 'N SERVE and Design	74-256,467	19920317	1,760,120	19930323
SKINNER GOLD MEDAL	72-373,146	19701012	942,379	19720905

Schedule 1 to the OMNIBUS AMENDMENT AGREEMENT dated April 26, 2004

SPAGH ETTES	72-093,502	19600323	717,967	19610704
TRIXIES FAMOUS SWEET POTATOE FRIES	73-818,115	19890809	1,589,161	19900327
VIMCO	74-317,857	19920928	1,767,575	19930427