



ATTACHMENT 1  
to  
Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES and design	1,281,774	06/12/84
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES and design	1,288,071	07/31/84
AMERICAN BEAUTY (stylized letters)	88,250	09/10/12
AMERICAN BEAUTY	1,642,927	04/30/91
AMERICAN BEAUTY and design	1,474,360	01/26/88
AMERICAN BEAUTY and design	1,518,157	12/27/88
AMERICAN BEAUTY and design	1,905,784	07/18/95
AMERICAN BEAUTY and design	1,911,635	08/15/95
AMERICAN BEAUTY FETTUCCINI FLOREN- TINE and design	1,823,044	02/22/94
AMERICAN BEAUTY 10,000 LAKES PASTA and design	1,873,368	01/10/95
LIGHT 'N FLUFFY	1,109,562	12/19/78
DESIGN ONLY	844,679	02/20/68
DESIGN ONLY	1,456,710	09/08/87
DESIGN ONLY	1,248,557	08/16/83
DESIGN ONLY	1,986,632	07/16/96
MRS. WEISS' (stylized letters)	646,880	06/11/57

MRS. WEISS' (stylized letters)	609,228	07/19/55
P&R	1,239,609	05/24/83
P & R PROCINO-ROSSI and design	1,257,063	11/08/83
RONZONI	2,004,806	10/01/96
RONZONI (stylized letters)	1,201,326	07/13/82
RONZONI	2,022,974	12/17/96
RONZONI (stylized letters)	518,709	12/13/49
RONZONI SONO BUONI	1,538,349	05/09/89
RONZONI SONO BUONI-RONZONI IS SO GOOD	821,366	12/27/66
RONZONI (WEST VIRGINIA STATE TM)	223,241	10/11/62
RONZONI (stylized letters-NEVADA STATE TM)	N/A	09/26/62
SAN GIORGIO (stylized letters)	607,385	06/14/55
SAN GIORGIO	844,678	02/20/68
SAN GIORGIO and design	128,415	01/06/20
SAN GIORGIO FETTUCCINI FLORENTINE and design	1,547,584	07/11/89
SAN GIORGIO SOAK 'N SERVE and design	1,760,120	03/23/93
SAN GIORGIO SOUPETTES (stylized letters)	968,772	09/18/73
SKINNER and design	670,993	12/09/58
SKINNER	1,521,166	01/17/89
SKINNER GOLD MEDAL (stylized letters)	942,379	09/05/72
SKINNER'S and design	1,313,673	01/08/85
SONO BUONI CLUB	1,499,534	08/09/88

10,000 LAKES PASTA	1,865,377	11/29/94
CALCIUM RICH ELBOWS and design	2,194,407	10/06/98
CALCIUM RICH SPAGHETTI and design	2,191,617	09/22/98
CHOO CHOO-WHEELS	867,640	04/01/69
CHOO CHOO-WHEELS and design	867,641	04/01/69
CLASSIC CORNER	1,533,072	04/04/89
COUNTRY KITCHEN	1,467,570	12/01/87
CURLY-RONI	701,457	07/19/60
D and design	810,854	07/05/66
DELMONICO (stylized letters)	541,258	04/24/51
DELMONICO and design	877,486	09/23/69
DERBY PASTA	2,179,603	08/04/98
ECONOMY PACK and design	1,875,426	01/24/95
ELBO-RONI (stylized letters)	212,208	04/27/26
"FLUFFY DUMPLETS"	524,570	04/25/50
HOLSUM (stylized letters)	571,383	03/03/53
IPPOLITO'S	938,182	07/18/72
ITALIANO and design	784,189	01/26/65
ITALIANO and design	843,884	02/06/68
ITALIAN PANTRY	872,289	07/01/69
KLUS-KY (block letters)	603,456	03/15/55
KRINKLY (stylized letters)	769,247	05/05/64
LA BELLA ROSA BRAND and design	1,818,079	01/25/94
MRS. BECKER'S and design	696,508	04/19/60

THE PASTA EXPERTS	1,870,717	12/27/94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899,795	09/29/70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919,869	09/07/71
PERFECTION and design	1,540,729	05/23/89
PERFECTION and design	682,275	07/21/59
PERFECTION and design	2,064,886	05/27/97
POT-PIE	177,999	01/01/24
RIPPLETS	653,871	10/29/57
ROMA	692,148	01/26/60
ROMA BRAND ARRIVE DERCI and design	1,303,953	11/06/84
RONI-MAC	695,771	04/05/60
SALAD-RONI	551,327	11/27/51
SHEL-RONI	551,328	11/27/51
SLENDERONI	624,605	04/03/56
TRIO ITALIANO	1,516,570	12/13/88
PERFECTION BRAND and design (CALIFORNIA STATE TM)	10,060	10/29/23
PERFECTION (NEVADA STATE TM)	V.8 P.298	01/16/48

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
LA BELLA ROSA	75/368,367	10/06/97
LA BELLA ROSA and design	75/194,595	11/07/96
PASTA MANAGER	74/615,600	12/27/94

Item B. Trademark Licenses

	<u>Trademark(s)</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Reg. No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
1.	RONZONI; SAN GIORGIO	Hershey Foods Corporation	Icco Cheese Company	N/A	10/01/98	09/30/98 (automatic renewal for 11 consecu- tive years un- less otherwise terminated)
2.	AMERICAN BEAUTY; RONZONI; SKINNER; SAN GIORGIO	Hershey Foods Cor- poration	Williams Foods, Inc.	N/A	01/01/98	12/31/98 (au- tomatic 1- year renewal periods unless otherwise ter- minated)
3.	SKINNER'S & Design	Hershey Foods Cor- poration	U.S. Mills, Inc.	1313673	10/14/83	10/13/2003 (subject to renewal for twenty more years)

4.	(see below-only U.S. marks are listed)	Queen Anne, Inc.	Ronzoni Foods Corporation	(see below)	12/28/90	12/27/2010 (subject to 20-year renewal period)
	RONZONI (Stylized)			518709		
	RONZONI R			604029		
	RONZONI and Design			614923		
	RONZONI SONO BUONI- RONZONI IS SO GOOD			821366		
	RONZONI (STYLIZED)			1201326		
	Miscellaneous Design (Manicotti Shell)			1248557		
	Wheat Design			1456710		
	COUNTRY KITCHEN			1467570		
	SONO BUONI CLUB			1499534		
	CLASSIC CORNER			1533072		
	RONZONI SONO BUONI			1538349		

HELPS	534319
IT'S EVERY- THING IT'S CRACKED UP TO BE	1570073
Miscella- neous Design (Peanut Char- acter)	1580341
LUDEN'S	1589161
RONZONI (Arizona)	15147
RONZONI (Colorado)	9735
RONZONI (Florida)	905046
RONZONI (Illinois)	25060
RONZONI (Maryland)	87-6829
RONZONI (Nevada)	U22496
RONZONI (New Hamp- shire)	N/A
RONZONI (Vermont)	4006
RONZONI (Virginia)	N/A

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RONZONI West Vir- ginia)	N/A
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MADE WITH 100% SEMOLINA and design	(unregis- tered)
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RONZONI	(unregis- tered)
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5. ROMA  
BRAND AR-  
RIVE DERCI  
and design

Hershey  
Foods Cor-  
poration

Di Crasto  
Dairy and  
Food  
Products,

1303953

12/19/83

perpetual (un-  
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for cause as  
provided in

TRADEMARK

REEL: 1801 FRAME: 0264



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as January 28, 1999 between NEW WORLD PASTA COMPANY, a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as lead arranger and administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of January 28, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between New World Pasta Company, the various financial institutions as are, or may from time to time become, parties thereto (collectively, the "Lenders"), Morgan Stanley Senior Funding, Inc., as Syndication Agent, the Co-Agents named therein and the Administrative Agent, the Lenders have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of January 28, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of each Credit Extension (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make each Credit Extension (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all United States trademarks, trade names, trade dress, service marks, logos, and other source of business identifiers owned by the Grantor in the Grantor's name as such may be changed from time to time (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and renewals thereof and all applications in connection therewith, including registrations, renewals and applications in the United States Patent and Trademark Office, including those referred to in Item A of Attachment 1 hereto, provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed;

(b) all United States written Trademark licenses and other agreements of the Grantor providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto, subject, in each case, to the terms of such license agreements;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a); and

(d) all proceeds of, and rights of the Grantor associated with the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringement or dilution of any Trademark or Trademark registration referred to in Item A of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark and for breach or enforcement of any Trademark license, including any Trademark license referred to in Item B of Attachment 1 hereto, subject, in each case, to the terms of such license agreements.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in

the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to evidence the termination release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law, Entire Agreement, etc. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NEW WORLD PASTA COMPANY

By:   
Name: James Bohenic  
Title: Chief Financial Officer

Address:  
New World Pasta Company  
100 Crystal A Drive  
Hershey, PA 17033-0810

Attention: 717-534-5578  
Telecopier:

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By:   
Name: Robert Gaviglio  
Title: Senior Relationships Manager

Address: New York Agency  
One Liberty Plaza  
26th Floor  
New York, New York 10006  
Attention: Peter Coletta

Telecopier: 212 225-5279

[TRADEMARK SECURITY AGREEMENT]