

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New World Pasta Company		12/07/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wells Fargo Foothill, Inc., as Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	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 FETTUCCHINI 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;

(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

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]




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 first set forth above.

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

By: CR  
Name: CAROL A. METZ  
Title: SVP

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By:   
Name: STEPHEN CARL  
Title: VICE PRESIDENT

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

**U.S. Trademarks:**

<b>Country</b>	<b>Mark</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>
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 FETTUCCHINE	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

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	<del>78/634,366</del> 78/647,366	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

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

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

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



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 FETTUCCHINE 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

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

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
<b>Catelli Trademark License Agreement</b>	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.

<b>Exclusive Foodservice License Agreement</b>	New World Pasta Company and Dakota Growers Pasta Company, Inc.	Dakota Growers' use of PRINCE, SAN GIORGIO, MRS. WEISS AND RONZONI trademarks
<b>Ronzoni/San Giorgio Trademark License Agreement</b>	Hershey Foods Corporation and ICCO Cheese Company	ICCO Cheese's use of Ronzoni/San Giorgio trademark on Grated Cheese and Breadcrumbs
<b>U.S. Mills / NWP License Agreement</b>	Hershey Foods Corporation and U.S. Mills	U.S. Mills' use of SKINNER'S and Design trademark (raisin bran cereal)
<b>Worldwide Consent Agreement</b>	General Biscuits Belgie, BFC Investments and Borden, Inc.	General Biscuits' limited use of PRINCE trademark (various non-pasta products)
<b>Prince License Agreement</b>	BFC Investments and H. J. Heinz Company	Heniz's use of PRINCE trademark on Pasta sauce, pizza sauce and other Italian sauces
<b>Yolk Free License Agreement</b>	American Italian Pasta Company and BFC Investments, L.P.	NWP's use of YOLK FREE trademark owned by AIPC
<b>Borden License Agreement</b>	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:**

<b>Name</b>	<b>Date</b>	<b>Parties</b>
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

		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 –		
AS 400 Hardware	06/16/04	IBM Corporation and New World Pasta Company
AS 400 Software	11/15/04	
440/EXP Server Hardware, Laptops	02/01/05	

Grantors have no other Intellectual Property Licenses which, taken individually, are material to the business.