

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN ITALIAN PASTA COMPANY		11/10/2004	CORPORATION: DELAWARE
AIPC FINANCE, INC.		11/10/2004	CORPORATION: DELAWARE
AIPC SALES CO.		11/10/2004	CORPORATION: MISSOURI
AIPC WISCONSIN, LIMITED PARTNERSHIP		11/10/2004	LIMITED PARTNERSHIP: WISCONSIN
AIPC MISSOURI, LLC		11/10/2004	LIMITED LIABILITY COMPANY: MISSOURI
AIPC SOUTH CAROLINA, INC.		11/10/2004	CORPORATION: SOUTH CAROLINA
AIPC ARIZONA, LLC		11/10/2004	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	1550381	AIPC AMERICAN ITALIAN PASTA COMPANY
Registration Number:	1536611	FROM THE HEARTLAND OF ITALY TO THE HEARTLAND OF AMERICA!
Registration Number:	2012192	CALABRIA
Registration Number:	1926611	MONTALCINO
Registration Number:	2008077	HEARTLAND

OP \$1490.00 1550381

Registration Number:	1146761	HEARTY
Registration Number:	2235354	IN TWO MINUTES YOU'VE GOT IT MADE
Registration Number:	1452369	TWIST TRIO
Registration Number:	2078070	PASTA QUICK
Registration Number:	866510	MUNCHEN
Registration Number:	893824	KLOPS
Registration Number:	1520032	PASTA FRILLS
Registration Number:	313418	LA ROSA
Registration Number:	389868	LAROSA
Registration Number:	612720	OLD AMISH
Registration Number:	623193	LA ROSA
Registration Number:	651541	LA ROSA
Registration Number:	1390117	LA ROSA
Registration Number:	1396003	LA ROSA
Registration Number:	2745885	MARTHA GOOCH
Registration Number:	698256	ANTHONYS
Registration Number:	1468531	ANTHONY'S
Registration Number:	638843	GLOBE "A1"
Registration Number:	2169410	GLOBE "A 1"
Registration Number:	105400	LUXURY
Registration Number:	733502	LUXURY
Registration Number:	808162	PENNSYLVANIA DUTCH
Registration Number:	1109578	R&F
Registration Number:	1063465	RONCO
Registration Number:	516167	MUELLER'S
Registration Number:	1292490	MUELLER'S
Registration Number:	2483421	MUELLER'S ESSENTIALS
Registration Number:	2582683	PASTA PALS
Registration Number:	745915	
Registration Number:	2747253	YOLK FREE
Registration Number:	1640969	YOLK-FREE!
Registration Number:	1706041	YOLK-FREE!
Serial Number:	76493887	BORN IN ITALY, PERFECTED IN AMERICA
Serial Number:	76497489	AMERICA'S FAVORITE PASTA
Serial Number:	76497190	AMERICA'S FAVORITE PASTA

Serial Number:	76527544	MAKES A MEAL
Serial Number:	76527545	MAKESAMEAL.COM
Serial Number:	76545744	MUELLER'S MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545743	R&F MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545732	MARTHA GOOCH MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545621	GOLDEN GRAIN MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545740	ANTHONY'S MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545738	LUXURY MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545741	RONCO MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545739	PENNSYLVANIA DUTCH MAKES A MEAL. YOU MAKE THE DIFFERENCE
Serial Number:	76545737	PASTA, THE GOOD CARB
Serial Number:	78165883	PASTA LENSI THE GREAT ITALIAN PASTA
Serial Number:	78341720	SINCE 1917 MARTHA GOOCH MAKES A MEAL.COM
Serial Number:	78341737	SINCE 1917 MARTHA GOOCH PASTA MAKES A MEAL.COM
Serial Number:	78351130	ALL THE TASTE. HALF THE CARBS.
Serial Number:	78356691	ALL THE TASTE HALF THE CARBS 1/2
Serial Number:	78360446	HEALTHY CARB
Serial Number:	78434151	EDDIE'S SPAGHETTI
Registration Number:	2083652	

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christoher Dore
Signature:	/Christopher Dore/
Date:	10/12/2005

Total Attachments: 39
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of November 10, 2004 is among AMERICAN ITALIAN PASTA COMPANY (the "Company"), each subsidiary of the Company listed on the signature pages hereof, each other person or entity which from time to time becomes a party hereto (collectively, including the Company, the "Debtors" and individually each a "Debtor") and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as Administrative Agent (as defined below) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, the Company, various financial institutions (the "Lenders") and Bank of America, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), have entered into a Credit Agreement dated as of July 16, 2001 (as amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, each other Debtor has executed and delivered a guaranty dated as of July 16, 2001 (as amended, restated or otherwise modified from time to time, the "Guaranty") of certain obligations of the Company, including all obligations of the Company under the Credit Agreement; and

WHEREAS, the obligations of the Company under the Credit Agreement and certain hedging agreements and the obligations of the other Debtors under the Guaranty are to be secured pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. When used herein, (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, Deposit Account, Document, Equipment, Fixture, Goods, Instrument, Inventory, Investment Property, Security, Security Entitlement, Securities Account and Uncertificated Security shall have the respective meanings assigned to such terms in the UCC (as defined below), (b) capitalized terms used but not defined in this Agreement have the respective meanings assigned to such terms in the Credit Agreement and (c) the following terms have the following meanings (such meanings to be applicable to both the singular and plural forms of such terms):

Administrative Agent - see the recitals.

Agreement - see the introductory paragraph.

Assignee Deposit Account - see Section 4.

Bank of America - see the introductory paragraph.

Collateral - see Section 2.

Company - see the introductory paragraph.

Computer Hardware and Software means, with respect to any Debtor, (i) all computer and other electronic data processing hardware, whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware; (ii) all software programs, whether now or hereafter owned, licensed or leased by such Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) including, without limitation, all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listing whatsoever); (iii) all firmware associated with the foregoing, whether now or hereafter owned, licensed or leased by such Debtor; (iv) all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitution, replacement, addition or model conversion of any of the foregoing; and (v) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now or hereafter owned, licensed or leased by such Debtor, including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Costs and Expenses means, when used with reference to any Debtor, all reasonable costs and expenses (including Attorney Costs) incurred by the Administrative Agent in connection with (i) such Debtor's execution, delivery and performance of this Agreement, (ii) protecting, preserving or maintaining any Collateral of such Debtor, (iii) collecting the Liabilities of such Debtor and (iv) enforcing any rights of the Administrative Agent hereunder in respect of such Debtor's Collateral.

Credit Agreement - see the recitals.

Debtor - see the introductory paragraph.

Default means the occurrence of any of the following events: (i) any Unmatured Event of Default with respect to the Company under Section 12.1.3 of the Credit Agreement, (ii) any Event of Default or (iii) any warranty of any Debtor herein is untrue or misleading in any material respect and, as a result thereof, the Administrative Agent's security interest in any material portion of the Collateral is not perfected or the Administrative Agent's rights and remedies with respect to any material portion of the Collateral are materially impaired or otherwise materially adversely affected.

General Intangibles means, with respect to any Debtor, all of such Debtor's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such

Debtor's trademarks, trade names, patents, copyrights, trade secrets, customer lists, inventions, designs, software programs, mask works, goodwill, registrations, licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Guaranty - see the recitals.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; customer lists; trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying copyrights; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; mask works, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

Lender Party means each Lender and any Affiliate of a Lender which is a party to a Hedging Agreement with the Company.

Lenders - see the recitals.

Liabilities means, as to each Debtor, (a) all obligations of such Debtor to the Administrative Agent or any Lender Party, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, which arise under the Credit Agreement or any other Loan Document (including, without limitation, with respect to Letters of Credit), as the same may be amended, modified, extended or renewed from time to time, (b) in the case of the Company, all Hedging Obligations of the Company to any Lender Party and (c) all Costs and Expenses payable by such Debtor; provided that no Debtor shall have any obligation hereunder in excess of the maximum amount of the Liabilities which such Debtor may incur without violating any fraudulent conveyance or fraudulent transfer law.

Non-Tangible Collateral means, with respect to any Debtor, collectively, such Debtor's Accounts and General Intangibles.

Permitted Liens - see Section 3.

UCC means the Uniform Commercial Code as in effect from time to time in the State of Illinois.

2. Grant of Security Interest. As security for the payment of all Liabilities, each Debtor hereby assigns, pledges and conveys to the Administrative Agent for the benefit of the Lender Parties, and grants to the Administrative Agent for the benefit of the Lender Parties a continuing security interest in, all of such Debtor's right, title, and interest in the following, whether now or hereafter existing or acquired:

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Computer Hardware and Software;
- (iv) Deposit Accounts;
- (v) Documents;
- (vi) General Intangibles;
- (vii) Goods (including, without limitation, all of its Equipment, Fixtures and Inventory), together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (viii) Instruments (together with all guaranties thereof and security therefor);
- (ix) Intellectual Property;
- (x) Investment Property (including Commodity Accounts, Commodity Contracts, Securities (whether Certificated Securities or Uncertificated Securities), Security Entitlements and Securities Accounts);
- (xi) money (of every jurisdiction whatsoever);
- (xii) the Commercial Tort Claims listed on Schedule V; and
- (xiii) to the extent not included in the foregoing, other personal property of any kind or description;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing, all claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on and rights arising out of, any of the foregoing.

All of the foregoing are herein collectively called the "Collateral".

3. Warranties. Each Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of the Administrative Agent or in connection with Permitted Liens (as defined below)) covering any of the Collateral is on file in any public office; (ii) such Debtor is the lawful owner, lessee or licensee (as applicable) of all Collateral, free of all liens and claims whatsoever, other than liens and claims expressly permitted by the Credit Agreement ("Permitted Liens"), with full power and authority to execute and deliver this Agreement and perform such Debtor's obligations hereunder and to subject the Collateral to the security interest hereunder; (iii) all information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Debtor to the Administrative Agent or any Lender Party and all other written information heretofore or hereafter furnished by such Debtor to the Administrative Agent or any Lender Party in connection with the Credit Agreement will be true and correct in all material respects as of the date furnished; (iv) such Debtor's true legal name as registered in the jurisdiction in which such Debtor is organized or incorporated, jurisdiction of organization or incorporation, federal employer identification number, organizational identification number, if any, as designated by the state of its organization or incorporation, chief executive office and principal place of business are as set forth on Schedule I hereto (and such Debtor has not maintained its chief executive office and principal place of business at any other location at any time after June 30, 2001); (v) each other location where such Debtor maintains a place of business or has any Goods, in each case as of the date hereof, is set forth on Schedule II hereto; (vi) except as disclosed on Schedule III, as of the date of this Agreement such Debtor is not known, and during the five years preceding the date hereof has not previously been known, by any trade name; (vii) except as disclosed on Schedule III, during the five years preceding the date hereof such Debtor has not been known by any legal name different from the one set forth on the signature page of this Agreement nor has such Debtor been the subject of any merger or other corporate reorganization; (viii) Schedule IV hereto contains a complete listing of all of such Debtor's Intellectual Property which is registered under any registration statute and has not subsequently been abandoned or expired; and (ix) upon the filing of financing statements on Form UCC-1 in the appropriate governmental offices, the Administrative Agent will have a valid lien upon and perfected security interest in all of the Collateral in which a security interest can be perfected by filing under the UCC (subject only to Permitted Liens).

4. Collections, etc. The Administrative Agent may, at any time that a Default exists, whether before or after the maturity of any of the Liabilities, notify any party obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent of any amount due or to become due thereunder and enforce collection of any of the Non-Tangible Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Administrative Agent during the existence of a Default, each Debtor will, at its own expense, notify any party obligated on any of the Non-Tangible Collateral to make payment to the Administrative Agent for the benefit of the Lender Parties of any amount due or to become due thereunder.

Upon request by the Administrative Agent during the existence of a Default, each Debtor will forthwith, upon receipt, transmit and deliver to the Administrative Agent, in the form

received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Administrative Agent) which may be received by such Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Administrative Agent may otherwise consent in writing, any such items which may be so received by any Debtor will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Administrative Agent until delivery is made to the Administrative Agent. Each Debtor will comply with the terms and conditions of any consent given by the Administrative Agent pursuant to the foregoing sentence.

During the existence of a Default, all items or amounts which are delivered by any Debtor to the Administrative Agent as proceeds of any of the Collateral pursuant to the foregoing paragraph shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") of such Debtor maintained with the Administrative Agent, as security for payment of the Liabilities. No Debtor shall have any right to withdraw any funds deposited in the applicable Assignee Deposit Account. The Administrative Agent may, from time to time, in its discretion, and shall upon request of the applicable Debtor made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account, toward payment of the Liabilities, whether or not then due, in such order of application as the Administrative Agent may determine, and the Administrative Agent may, from time to time, in its discretion, release all or any of such balance to the applicable Debtor; provided that if such Default shall no longer exist, the Administrative Agent shall release the balance in the Assignee Deposit Account to the applicable Debtor.

During the existence of a Default, the Administrative Agent is authorized to endorse, in the name of the applicable Debtor, any item, howsoever received by the Administrative Agent, representing any payment on or other proceeds of any of the Collateral.

No Debtor shall maintain any Deposit Account or deposit any item or amount in any Deposit Account, except (i) Deposit Accounts maintained with the Administrative Agent and (ii) Deposit Accounts as to which such Debtor, the Administrative Agent and the depository bank have entered into an agreement that the depository bank will comply with instructions originated by the Administrative Agent directing disposition of the funds in the account without further consent by such Debtor.

Each Debtor hereby appoints the Administrative Agent as the attorney-in-fact for such Debtor for the purpose of carrying out the provisions of this Agreement and taking any action and executing or completing any instrument which the Administrative Agent may deem reasonably necessary or advisable to accomplish the terms hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest; provided that the Administrative Agent shall not exercise its rights as such attorney-in-fact unless a Default exists.

5. Certificates, Schedules and Reports. Each Debtor will from time to time deliver to the Administrative Agent such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by such Debtor in full or partial payment of any of the Collateral, each as the

Administrative Agent may reasonably request. Any such schedule, certificate or report shall be in such form and detail as the Administrative Agent may reasonably specify (and, in the case of any such certificate, shall be executed by a duly authorized officer of such Debtor). Each Debtor shall immediately notify the Administrative Agent of the occurrence of any event causing any loss or depreciation in the value of its Inventory or other Goods which is material to the Company and its Subsidiaries taken as a whole, and such notice shall specify or reasonably estimate the amount of such loss or depreciation.

6. Agreements of the Debtors. Each Debtor (a) will, from time to time, execute (as applicable) and deliver such financing statements and other documents (and pay the cost of filing or recording the same in all applicable offices) and do such other acts and things (including, without limitation, delivery to the Administrative Agent of any Instruments or Certificated Securities which constitute Collateral), as are necessary or as the Administrative Agent may from time to time reasonably request, to establish and maintain a valid and perfected security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever, other than Permitted Liens) to secure the payment of the Liabilities; (b) will not maintain any place of business at any location other than in the United States; (c) will not change its state of organization or incorporation or its name, identity or corporate structure such that any financing statement filed to perfect the Administrative Agent's interests under this Agreement would become seriously misleading, unless such Debtor shall have given the Administrative Agent not less than 30 days' prior notice of such change (provided that this Section 6(c) shall not be deemed to authorize any change or transaction prohibited under the Credit Agreement); (d) will keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Administrative Agent or its designees to determine at any time, as applicable, the names and addresses of the Account Debtors with respect thereto, the outstanding amounts owing to such Debtor thereunder and the scheduled payments to be made to such Debtor thereunder; (e) will furnish the Administrative Agent such information concerning such Debtor, the Collateral and the Account Debtors as the Administrative Agent may from time to time reasonably request; (f) will, subject to the terms of the Credit Agreement, permit the Administrative Agent and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect such Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and all other papers in the possession of such Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of the Administrative Agent, deliver to the Administrative Agent all of such records and papers; (g) will, upon request of the Administrative Agent, stamp on its records concerning the Collateral and add on all Chattel Paper constituting a portion of the Collateral, a notation, in form reasonably satisfactory to the Administrative Agent, of the security interest of the Administrative Agent hereunder; (h) except as permitted by the Credit Agreement, will not sell, lease, assign or create or permit to exist any lien on or security interest in any Collateral other than Permitted Liens; (i) will at all times keep all its Inventory and other Goods insured under policies maintained with responsible insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Administrative Agent as its interest may appear (it being understood that (A) so long as no Default exists, the Administrative Agent shall deliver any proceeds of such insurance which may be received by it to such Debtor and (B) whenever a Default exists, the Administrative Agent

may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in such order of application as the Administrative Agent may determine) and such policies or certificates thereof shall, if the Administrative Agent so requests, be deposited with or furnished to the Administrative Agent; (j) will take such actions as are reasonably necessary to keep its Inventory in good repair and condition, ordinary wear and tear excepted; (k) will take such actions as are reasonably necessary to keep the Equipment that is used or useful in its business in good repair and condition and in good working or running order, ordinary wear and tear excepted; (l) will promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods (as applicable); provided that such Debtor shall not be required to pay any such fee, tax, assessment or other charge if the validity thereof is being contested by such Debtor in good faith by appropriate proceedings; (m) will, upon reasonable request of the Administrative Agent if the aggregate net book value of all Equipment of the Debtors covered by certificates of title exceeds \$100,000, (i) cause to be noted on each applicable certificate the security interest of the Administrative Agent in the Equipment covered thereby and (ii) deliver all such certificates to the Administrative Agent or its designees; (n) will take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (o) will keep all of the tangible Collateral, Deposit Accounts and Investment Property in the continental United States; (p) will keep all of its Inventory at, and will not maintain any place of business at any location other than, its address(es) shown on Schedules I and II; and (q) will, promptly upon any officer of such Debtor obtaining knowledge that such Debtor has acquired a Commercial Tort Claim, promptly notify the Administrative Agent in a writing signed by such Debtor of the details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

Each Debtor hereby authorizes the Administrative Agent to file (without the signature of such Debtor) any financing statement, continuation statement or amendment to financing statement in any jurisdiction and with any filing office as the Administrative Agent may determine, in its sole discretion, is necessary or advisable to perfect the security interest granted to the Administrative Agent hereunder or in connection herewith. Any such financing statement or amendment may describe the Collateral in the same manner as described in any security agreement or pledge agreement entered into by the parties in connection herewith, or may contain an indication or description of collateral that describes such property in any other manner as the Administrative Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Administrative Agent hereunder or in connection herewith, including, without limitation, describing such property as "all assets" or "all personal property", whether now owned or hereafter acquired.

Any reasonable expenses incurred in protecting, preserving and maintaining any Collateral shall be borne by the applicable Debtor. Whenever a Default exists, the Administrative Agent shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event the applicable Debtor shall at the request of the Administrative Agent do any and all lawful acts and execute any and all proper documents

required by the Administrative Agent in aid of such enforcement and such Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 6, except to the extent any of the foregoing are found by a court of competent jurisdiction in a final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Administrative Agent. Notwithstanding the foregoing, the Administrative Agent shall have no obligation or liability regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

7. Default. (a) Whenever a Default exists, the Administrative Agent may exercise from time to time any rights and remedies available to it under the UCC and any other applicable law (in addition to those described below).

(b) Each Debtor agrees, in case of a Default, (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Administrative Agent, and (ii) to execute all such documents and do all such other things which may be necessary in order to enable the Administrative Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority.

(c) Each Debtor hereby agrees and acknowledges that (i) with respect to Collateral that is: (A) perishable or threatens to decline speedily in value or (B) is of a type customarily sold on a recognized market (including Investment Property), no notice of disposition need be given; and (ii) with respect to Collateral not described in clause (i) above, notification sent after default and at least 10 Business Days before any proposed disposition provides notice with a reasonable time before disposition.

(d) Each Debtor hereby agrees and acknowledges that a commercially reasonable disposition of Inventory, Equipment, Computer Hardware and Software or Intellectual Property may be by lease or license of, in addition to the sale of, such Collateral. Each Debtor further agrees and acknowledges that a disposition (i) made in the usual manner on any recognized market, (ii) at the price current in any recognized market at the time of disposition or (iii) in conformity with reasonable commercial practices among dealers in the type of property subject to the disposition shall, in each case, be deemed commercially reasonable.

(e) Any proceeds of any of the Collateral may be applied by the Administrative Agent to the payment of Costs and Expenses, and any balance of such proceeds may be applied by the Administrative Agent toward the payment of such of the Liabilities, and in such order of application, as the Administrative Agent may from time to time elect (and, after payment in full of all Liabilities, any excess shall be delivered to the Debtors or as a court of competent jurisdiction shall direct).

8. General. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if it takes such action for that purpose as the applicable Debtor shall request in writing, but failure of the Administrative Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Administrative Agent to preserve or protect any

rights with respect to the Collateral against prior parties, or to do any act with respect to the preservation of the Collateral not so requested by any Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of any Collateral.

No delay on the part of the Administrative Agent in exercising any right, power or remedy shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy shall preclude any other or further exercise thereof, or the exercise of any right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall be effective unless the same shall be in writing and signed and delivered by the Administrative Agent, and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

All obligations of the Debtors and all rights, powers and remedies of the Administrative Agent and the Lender Parties expressed herein are in addition to all other rights, powers and remedies possessed by them, including, without limitation, those provided by applicable law or in any other written instrument or agreement relating to any of the Liabilities or any security therefor.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

All notices hereunder shall be in writing (including facsimile transmission and e-mail) and shall be sent (a) if to the Administrative Agent, to its address shown on Schedule 14.2 to the Credit Agreement or such other address as it may, by written notice to the Company, have designated as its address for such purpose, and (b) if to any Debtor, to its address shown on Schedule I hereto or to such other address as such Debtor may, by written notice to the Administrative Agent, have designated as its address for such purpose. Notices sent by facsimile transmission and e-mail shall be deemed to have been given when sent with confirmation of receipt; notices sent by U.S. mail shall be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier shall be deemed to have been given when received (or when delivery is refused).

This Agreement shall be binding upon the Debtors and the Administrative Agent and their respective successors and assigns (provided that, except as permitted by the Credit Agreement, no Debtor may assign its obligations hereunder without the prior written consent of the Administrative Agent), and shall inure to the benefit of the Debtors and the Administrative Agent and the successors and assigns of the Administrative Agent.

This Agreement may be executed in any number of counterparts (including via facsimile) and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed an original, but all such counterparts shall together constitute one and the same.

Agreement. At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Administrative Agent a counterpart of this Agreement (including supplements to the Schedules hereto). Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

This Agreement shall remain in full force and effect until all Liabilities (other than contingent indemnification obligations not yet due and payable) have been paid in full in cash, all Letters of Credit have expired or been terminated and all Commitments have terminated. If at any time all or any part of any payment theretofore applied by the Administrative Agent or any Lender Party to any of the Liabilities is or must be rescinded or returned by the Administrative Agent or such Lender Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of any Debtor), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent or such Lender Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Administrative Agent or such Lender Party had not been made.

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS OF THE CHIEF EXECUTIVE OFFICE OF SUCH DEBTOR SET FORTH ON SCHEDULE I (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE ADMINISTRATIVE AGENT AS ITS ADDRESS FOR NOTICES HEREUNDER), OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH DEBTOR, THE ADMINISTRATIVE AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH LENDER PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR

DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

AMERICAN ITALIAN PASTA COMPANY

By: Warren B. Schmidgall
Name: Warren B. Schmidgall
Title: Executive Vice President

AIPC FINANCE, INC.

By: Warren B. Schmidgall
Name: Warren B. Schmidgall
Title: Chairman of the Board and President

AIPC SALES CO.

By: Warren B. Schmidgall
Name: Warren B. Schmidgall
Title: Vice President

AIPC WISCONSIN, LIMITED PARTNERSHIP

By: America Italian Pasta Company, its
General Partner

By: Warren B. Schmidgall
Name: Warren B. Schmidgall
Title: Executive Vice President

AIPC MISSOURI, LLC

By: American Italian Pasta Company, its
Managing Member

By: Warren B. Schmidgall
Name: Warren B. Schmidgall
Title: Executive Vice President

AIPC SOUTH CAROLINA, INC.

By: Warren B. Schmidgall
Name: Warren B. Schmidgall
Title: Chairman of the Board and President

AIPC ARIZONA, LLC

By: AIPC Finance, Inc., its sole Member

By: Warren B. Schmidgall
Name: Warren B. Schmidgall
Title: Chairman of the Board and President

BANK OF AMERICA, N.A..
as Administrative Agent

By: Jeffery T. White
Name: Jeffery T. White
Title: Assistant Vice President

Signature page for the Security Agreement dated as of November 10, 2004 among American Italian Pasta Company (the "Company"), various subsidiaries of the Company and Bank of America, N.A., as Administrative Agent (as defined in the Credit Agreement dated as of July 16, 2001 among the Company and various other parties).

The undersigned is executing a counterpart hereof for purposes of becoming a party to the Security Agreement (and the undersigned has attached hereto supplements to the Schedules to the Security Agreement setting forth all information necessary to make the representations and warranties set forth in the Security Agreement with respect to the undersigned accurate as of the date of the execution and delivery hereof)

[DOMESTIC SUBSIDIARY]

By: _____
Name: _____
Title: _____

**SCHEDULE I
TO SECURITY AGREEMENT**

ORGANIZATIONAL INFORMATION

American Italian Pasta Company

Federal Employment Identification Number:	84-1032638
State Organizational Identification Number:	2275848
State of Incorporation/Organization:	Delaware
Chief Executive Office:	4100 N. Mulberry Drive Suite 200 Kansas City, MO 64116
Principal Place of Business:	Same

AIPC Finance, Inc.

Federal Employment Identification Number:	43-1920655
State Organizational Identification Number:	3338940
State of Incorporation/Organization:	Delaware
Chief Executive Office:	103 Foulk Road. Suite 202 Wilmington, DE 19803
Principal Place of Business:	Same

AIPC Sales Co.

Federal Employment Identification Number:	43-1841448
State Organizational Identification Number:	00466385
State of Incorporation/Organization:	Missouri
Chief Executive Office:	4100 N. Mulberry Drive Suite 200 Kansas City, MO 64116
Principal Place of Business:	Same

SCHEDULE 1 (cont.)

AIPC Wisconsin, Limited Partnership

Federal Employment Identification Number: 39-1954248
State Organizational Identification Number: A038689
State of Incorporation/Organization: Wisconsin
Chief Executive Office: 6819 77th Avenue
Kenosha, WI 53142
Principal Place of Business: Same

AIPC Missouri, LLC

Federal Employment Identification Number: 43-1920653
State Organizational Identification Number: LC0046068
State of Incorporation/Organization: Missouri
Chief Executive Office: 1000 Italian Way
Excelsior Springs, MO 64024
Principal Place of Business: Same

AIPC South Carolina, Inc.

Federal Employment Identification Number: 36-4431657
State Organizational Identification Number: None
State of Incorporation/Organization: South Carolina
Chief Executive Office: 2000 Italian Way
Columbia, SC 29209
Principal Place of Business: Same

SCHEDULE 1 (cont.)

AIPC Arizona, LLC

Federal Employment Identification Number:	None
State Organizational Identification Number:	L-1035688-7
State of Incorporation/Organization:	Arizona
Chief Executive Office:	495 S. 99 th Avenue Tolleson, AZ 85062
Principal Place of Business:	Same

**SCHEDULE II
TO SECURITY AGREEMENT**

ADDRESSES OF ALL LOCATIONS AT WHICH GOODS ARE LOCATED

AIPC SOUTH CAROLINA, INC.

Standard Greenville	626 Old Piedmont Highway	Greenville	SC	29611
Standard West Columbia	185 McQueen Street	West Columbia	SC	29172

AIPC SALES CO.

Total Logistic Control	9200 S. Calumet	Munster	IN	46321
Total Warehousing- Lathrop	400 D'Arcy	Lathrop	CA	95330

AIPC MISSOURI, LLC

Total Distribution- KCDS	1400 N. 3 rd	Kansas City	KS	66101
Lanter-Empire	4101 Empire Road	Kansas City	MO	64120

AIPC ARIZONA LLC

Total Warehousing- Phoenix	4411 W. Roosevelt	Phoenix	AZ	85043
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**SCHEDULE III
TO SECURITY AGREEMENT**

TRADE NAMES

(none)

**SCHEDULE IV
TO SECURITY AGREEMENT**

LIST OF INTELLECTUAL PROPERTY

(attached)

AMERICAN ITALIAN PASTA COMPANY

PATENTS

<u>DOCKET</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>TITLE</u>		<u>PAT. NO.</u>	<u>GRANT</u>
33523	United States of America	Grant	ELEPHANT SHAPED PASTA APP 29/456133	12/22/1989	D321076	10/29/1991
33524	United States of America	Grant	GIRAFFE-SHAPED PASTA APP 29/456134	12/22/1989	D321077	10/29/1991
33525	United States of America	Grant	RHINOCEROS-SHAPED PASTA APP 29/456135	12/22/1989	D321078	10/29/1991
33526	United States of America	Grant	ASTRONAUT-SHAPED PASTA APP 29/456139	12/22/1989	D321079	10/29/1991
33527	United States of America	Grant	SKULL-SHAPED PASTA APP 29/463634	1/11/1990	D321080	10/29/1991
33528	United States of America	Grant	TEDDY BEAR-SHAPED PASTA APP 29/461486	12/29/1989	D321081	10/29/1991
33529	United States of America	Grant	SPACE SHIP-SHAPED PASTA APP 29/456775	12/22/1989	D321082	10/29/1991
33530	United States of America	Grant	SATURN-SHAPED PASTA APP 29/456137	12/22/1989	D321270	11/5/1991
33531	United States of America	Grant	LION-SHAPED PASTA APP 29/456138	12/22/1989	D321271	11/8/1991
33532	United States of America	Grant	VAMPIRE-SHAPED PASTA APP 29/459113	12/29/1989	D321272	11/5/1991

33533	United States of America	Grant	SPACE TRAVELER-SHAPED PASTA APP 29/463633	1/11/1990	D322503	12/24/1991
33534	United States of America	Grant	PASTA APP 29/488784	3/5/1990	D322708	12/31/1991
33535	United States of America	Grant	MALE TEDDY BEAR SHAPED PASTA APP 29/488789	3/5/1990	D323732	2/11/1992
33536	United States of America	Grant	STEGOSAURUS DINOSAUR SHAPED PASTA APP 29/488793	3/5/1990	D323918	2/18/1992
33537	United States of America	Grant	PASTA APP 29/488791	3/5/1990	D323919	2/18/1992
33538	United States of America	Grant	PASTA APP 29/534626	6/5/1990	D324288	3/3/1992
33539	United States of America	Grant	PASTA APP 29/488790	3/5/1990	D324289	3/3/1992
33540	United States of America	Grant	SUBMARINE SHAPED PASTA APP 29/534627	6/5/1990	D324601	3/17/1992
33541	United States of America	Grant	SHARK SHAPED PASTA APP 29/534628	6/5/1990	D324602	3/17/1992
33542	United States of America	Grant	GUITAR-SHAPED PASTA APP 29/533729	6/5/1990	D324752	3/24/1992
33543	United States of America	Grant	MICROPHONE SHAPED PASTA APP 29/534632	6/5/1990	D324753	3/24/1992

33544	United States of America	Grant	DRUM SET SHAPED PASTA APP 29/533728	6/5/1990	D324754	3/24/1992
33545	United States of America	Grant	TRUMPET SHAPED PASTA APP 29/534630	6/5/1990	D324755	3/24/1992
33546	United States of America	Grant	PASTA APP 29/534625	6/5/1990	D324756	3/24/1992
33547	United States of America	Grant	OCTOPUS SHAPED PASTA APP 29/534629	6/5/1990	D324757	3/24/1992
33548	United States of America	Grant	BAT-SHAPED PASTA APP 29/488786	3/5/1990	D324934	3/31/1992
33549	United States of America	Grant	BOOM BOX-SHAPED PASTA APP 29/594235	10/5/1990	D325284	4/14/1992
33550	United States of America	Grant	SUNGLASSES-SHAPED PASTA APP 29/594234	10/5/1990	D325457	4/21/1992
33551	United States of America	Grant	MONSTER SHAPED PASTA APP 29/479541	1/11/1990	D325458	4/21/1992
33552	United States of America	Grant	BONGO DRUM-SHAPED PASTA APP 29/594233	10/5/1990	D325662	4/28/1992
33553	United States of America	Grant	SUN-SHAPED PASTA APP 29/594232	10/5/1990	D325804	5/5/1992
33554	United States of America	Grant	TAMBOURINE SHAPED PASTA APP 29/601112	10/19/1990	D326553	6/2/1992
33555	United States of America	Grant	PASTA APP 29/533730	6/5/1990	D326554	6/2/1992

33556	United States of America	Grant	ROCK SINGER-SHAPED PASTA APP 29/534631	6/5/1990	D326758	6/9/1992
33557	United States of America	Grant	SURFER-SHAPED PASTA APP 29/594229	10/5/1990	D326759	6/9/1992
33558	United States of America	Grant	LIFE-SHAPED PASTA APP 29/601111	10/19/1990	D326760	1/9/1992
33559	United States of America	Grant	UNDERWATER DIVER-SHAPED PASTA APP 29/567441	8/10/1990	D327155	6/23/1992
33560	United States of America	Grant	WINDSURFER-SHAPED PASTA APP 29/594231	10/5/1990	D327768	7/14/1992
33561	United States of America	Grant	CHIPMUNK SHAPED JAR APP 29/583771	9/17/1990	D342020	12/7/1993
33562	United States of America	Grant	BRONTOSAURUS SHAPED PASTA APP 29/006186	1/15/1993	D345443	3/29/1994

U.S. TRADEMARKS

<u>DOCKET</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>TITLE</u>		
20089	United States of America	Registered	AIPC AMERICAN ITALIAN PASTA COMPANY AND DESIGN	73749,185 APP 1,550,381 REG	8/30/1988 8/1/1989
20090	United States of America	Registered	FROM THE HEARTLAND OF ITALY TO THE HEARTLAND OF AMERICA!	73749,186 APP 1,536,611 REG	8/30/1988 4/25/1989
22681	United States of America	Registered	CALABRIA	74433,230 APP 2,012,192 REG	9/7/1993 10/29/1996
22682	United States of America	Registered	MONTALCINO	74433,231 APP 1,926,611 REG	9/7/1993 10/10/1995
24035	United States of America	Registered	HEARTLAND	74725,092 APP 2,008,077 REG	9/5/1995 10/15/1996
24949	United States of America	Registered	DESIGN (BLACK, RED & WHEAT)	75124,388 APP 2,083,652 REG	6/24/1996 7/29/1997
33283	United States of America	Pending	BORN IN ITALY, PERFECTED IN AMERICA	76493,887 APP	2/28/2003
33314	United States of America	Pending	AMERICA'S FAVORITE PASTA	76497,489 APP	3/14/2003

33315	United States of America	Pending	AMERICA'S FAVORITE PASTA AND DESIGN APP	76,497,190	3/14/2003
33515	United States of America	Registered	HEARTY	73,149,768 1,146,761	11/25/1977 2/3/1981
33516	United States of America	Registered	IN TWO MINUTES YOU'VE GOT IT MADE	75,354,745 2,235,354	9/10/1997 3/23/1999
33518	United States of America	Registered	TWIST TRIO (STYLIZED)	73,585,264 1,452,369	2/28/1986 8/11/1987
33519	United States of America	Registered	PASTA QUICK	75,030,232 2,078,070	12/11/1995 7/8/1997
33520	United States of America	Registered	MUNCHEN (STYLIZED)	72,287,665 866,510	12/27/1967 3/11/1969
33521	United States of America	Registered	KLOPS	72,329,258 893,824	6/5/1969 6/30/1970
33522	United States of America	Registered	PASTA FRILLS	73,722,621 1,520,032	4/15/1988 1/10/1989
33563	United States of America	Registered Copyright	MUELLER'S MACARONI	Kk228450	10/25/1972
33564	United States of America	Registered Copyright	MUELLER'S READY-CUT ENRICHED MACARONI	Kk228451	10/27/1972

33565	United States of America	Registered Copyright	MUELLER'S KLUSKI EGG NOODLES REG Kk228452	9/30/1972
33566	United States of America	Registered Copyright	MUELLER'S OLD FASHIONED EGG NOODLES REG Kk228453	8/22/1972
33567	United States of America	Registered Copyright	MUELLER'S GOLDEN RICH EGG NOODLES REG Kk228454	9/26/1972
33568	United States of America	Registered Copyright	MUELLER'S KLOPS EGG NOODLES REG Kk228455	10/11/1972
33569	United States of America	Registered Copyright	MUELLER'S MUNCHEN EGG NOODLES REG Kk228456	10/3/1972
33570	United States of America	Registered Copyright	MUELLER'S RIGATONI ENRICHED MACARONI PRODUCT REG Kk228457	11/20/1972
33571	United States of America	Registered Copyright	MUELLER'S SEASHELLS ENRICHED MACARONI PRODUCT REG Kk228535	10/13/1972
33572	United States of America	Registered Copyright	MUELLER'S TWISTS ENRICHED MACARONI PRODUCT REG Kk228536	10/13/1972
33573	United States of America	Registered Copyright	MUELLER'S ELBOWS ENRICHED MACARONI REG Kk228537	8/25/1972
33574	United States of America	Registered Copyright	MUELLER'S EGG NOODLES REG Kk228538	8/25/1972
33575	United States of America	Registered Copyright	MUELLER'S LASAGNE ENRICHED MACARONI PRODUCT REG Kk228539	11/20/1972
33576	United States of America	Registered Copyright	MUELLER'S SPAGHETTI REG Kk229284	8/18/1972

33577	United States of America	Registered Copyright	MUELLER'S LINGUINE REG	Kk230366	7/2/1973
33578	United States of America	Registered Copyright	MUELLER'S DUMPLINGS ENRICHED MACARONI PRODUCT REG	Kk245234	8/18/1976
33579	United States of America	Registered Copyright	MUELLER'S LINGUINE REG	Kk246068	10/5/1976
33580	United States of America	Registered Copyright	NOTHING GOES WITH EVERYTHING LIKE MUELLER'S REG	PA 14-289	4/10/1978
33911	United States of America	Registered	LA ROSA AND DESIGN APP	71/346,312	1/20/1934
33912	United States of America	Registered	LA ROSA AND DESIGN REG	313,418	5/29/1934
33913	United States of America	Registered	LA ROSA AND DESIGN APP	71/439,200	12/26/1940
33914	United States of America	Registered	OLD AMISH (STYLIZED) REG	389,868	8/26/1941
33915	United States of America	Registered	LA ROSA (STYLIZED) APP	71/658,913	1/4/1954
33917	United States of America	Registered	LA ROSA AND DESIGN REG	612,720	9/20/1955
33918	United States of America	Registered	LA ROSA AND DESIGN APP	71/682,445	2/28/1955
33919	United States of America	Registered	LA ROSA AND DESIGN REG	623,193	3/13/1956
33920	United States of America	Registered	LA ROSA AND DESIGN APP	72/021,170	12/17/1956
33921	United States of America	Registered	LA ROSA AND DESIGN REG	651,541	9/10/1957
33922	United States of America	Registered	LA ROSA AND DESIGN APP	73/541,367	6/5/1985
33923	United States of America	Registered	LA ROSA AND DESIGN REG	1,390,117	4/15/1986
33924	United States of America	Registered	LA ROSA APP	73/555,812	8/28/1985
33925	United States of America	Registered	LA ROSA REG	1,396,003	6/3/1986

33919	United States of America	Registered	MARTHA GOOCH APP REG	76/215,503 2,745,885	2/23/2001 8/5/2003
33949	United States of America	Registered	ANTHONY'S	72/076,147 698,256	6/22/1959 5/24/1960
33950	United States of America	Registered	ANTHONY'S	73/622,115 1,468,531	9/25/1986 12/8/1987
33951	United States of America	Registered	GLOBE "AI" AND DESIGN APP REG	71/684,677 638,843	3/31/1955 12/18/1956
33952	United States of America	Registered	GLOBE "AI" AND DESIGN APP REG	75/288,725 2,169,410	5/8/1997 6/30/1998
33953	United States of America	Registered	LUXURY (STYLIZED) APP REG	71/084,907 105,400	3/3/1915 7/20/1915
33954	United States of America	Registered	LUXURY AND DESIGN APP REG	72/118,276 733,502	4/20/1961 6/26/1962
33956	United States of America	Registered	PENNSYLVANIA DUTCH APP REG	72/173,177 808,162	7/17/1963 5/10/1966
33957	United States of America	Registered	R&F (STYLIZED) APP REG	73/154,579 1,109,578	1/9/1978 10/26/1978

33960	United States of America	Registered	RONCO (STYLIZED)	73,099,366 1,063,465	9/9/1976 4/12/1977
			APP REG		
33962	United States of America	Registered	MUELLER'S	71,534,314 516,167	9/12/1947 10/11/1949
			APP REG		
33963	United States of America	Registered	MUELLER'S	73,388,495 1,292,490	9/24/1982 8/28/1984
			APP REG		
33966	United States of America	Registered	MUELLER'S ESSENTIALS	75,785,880 2,483,421	8/26/1999 8/28/2001
			APP REG		
34030	United States of America	Registered	PASTA PALS	75,605,395 2,582,683	12/14/1998 6/18/2002
			APP REG		
34065	United States of America	Pending	MAKES A MEAL	76,527,544	7/3/2003
			APP		
34066	United States of America	Pending	MAKESAMEAL.COM	76,527,545	7/3/2003
			APP		
34267	United States of America	Pending	MUELLER'S MAKES A MEAL. YOU MAKE THE DIFFERENCE	76,545,744	9/22/2003
			APP		
34268	United States of America	Pending	R&F MAKES A MEAL. YOU MAKE THE DIFFERENCE	76,545,743	9/22/2003
			APP		
34269	United States of America	Pending	MARTHA GOOCH MAKES A MEAL. YOU MAKE THE DIFFERENCE	76,545,732	9/22/2003
			APP		

34270	United States of America	Pending	GOLDEN GRAIN MAKES A MEAL. YOU MAKE THE DIFFERENCE	76/545,621	9/22/2003
34271	United States of America	Pending	ANTHONY'S MAKES A MEAL. YOU MAKE THE DIFFERENCE	76/545,740	9/22/2003
34272	United States of America	Pending	LUXURY MAKES A MEAL. YOU MAKE THE DIFFERENCE	76/545,738	9/22/2003
34273	United States of America	Pending	RONCO MAKES A MEAL. YOU MAKE THE DIFFERENCE	76/545,741	9/22/2003
34274	United States of America	Pending	PENNSYLVANIA DUTCH MAKES A MEAL. YOU MAKE THE DIFFERENCE	76/545,739	9/22/2003
34276	United States of America	Pending	PASTA, THE GOOD CARB	76/545,737	9/22/2003
34322	United States of America	Pending	PASTA LENSI THE GREAT ITALIAN PASTA (AND DESIGN)	78/165,883	9/19/2002
34501	United States of America	Registered	DISTELFINK DEVISE DESIGN	72/128,281	9/20/1961
34503	United States of America	Registered	YOLK FREE	745,915	2/26/1963
34504	United States of America	Registered	YOLK-FREE!	78/149,448	7/31/2002
34505	United States of America	Registered	YOLK-FREE!	2,747,253	8/5/2003
				73/832,417	10/19/1989
				1,640,969	4/9/1991
				74/179,418	6/24/1991

		REG	1,706,041	8/4/1992
34532	United States of America	Pending	SINCE 1917 MARTHA GOOCH MAKES A MEAL .COM APP 78/341,720	12/16/2003
34533	United States of America	Pending	SINCE 1917 MARTHA GOOCH PASTA MAKES A MEAL .COM (AND DESIGN)	12/16/2003
34631	United States of America	Pending	ALL THE TASTE, HALF THE CARBS. APP 78/351,130	1/13/2004
34686	United States of America	Pending	ALL THE TASTE HALF THE CARBS 1/2 & Design APP 78/356,691	1/23/2004
34706	United States of America	Pending	HEALTHY CARBS APP 78/360,446	1/30/2004
35054	United States of America	Pending	EDDIE'S SPAGHETTI AND DESIGN APP 78/434,151	6/11/2004

FOREIGN TRADEMARKS

<u>DOCKET</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>TITLE</u>		
22681	European Community	Registered	CALABRIA	APP REG	3/17/2000 6/26/2001
20408	European Community	Pending	PASTA LABELLA (WORD MARK)	APP	3/17/2000
22682	European Community	Registered	MONTALCINO	APP REG	3/2/2000 3/2/2001
30145	European Community	Registered	PASTA LABELLA-ITALIA	APP REG	3/1/2000 2/27/2001
33962	Anguilla	Pending	MUELLER'S	APP	1/15/2003
33962	Aruba	Registered	MUELLER'S	APP REG	1/7/2003 1/31/2003
33962	Bahamas	Registered	MUELLER'S	APP REG	7/2/1981 7/2/1981
33962	Barbados	Pending	MUELLER'S	APP	1/3/2003

33962	Belize	Registered	MUELLER'S	APP REG	1472.03 1472.03	12/12/2002 12/12/2002
33962	Bermuda	Registered	MUELLER'S	APP REG	n/a B9501	7/1/1981 5/24/1988
33962	British Virgin Island	Registered	MUELLER'S	APP REG	n/a 1881	7/3/1981 7/3/1981
33962	Canada	Registered	MUELLER'S	APP REG	572933 348315	11/18/1986 11/25/1988
33951	Canada	Registered	GLOBE & DESIGN	APP REG	072526 015823	5/22/1911 5/22/1911
34454	Canada	Registered	DESIGN (BIRDS)	APP REG	288415 143790	3/30/1965 2/4/1966
34456	Canada	Registered	GONDOLA & DESIGN	APP REG	991129 001129	12/26/1922 12/26/1922
34466	Canada	Registered	PENNSYLVANIA DUTCH & DESIGN	APP REG	288416 145816	3/30/1965 6/17/1966
34467	Canada	Registered	PENNSYLVANIA DUTCH & DESIGN LABEL	APP REG	288417 145819	3/30/1965 6/17/1966

Number	Country	Status	Trademark	Class	Serial/Reg. No.	Date
33088	Cuba	Pending	MUELLER'S (WORD MARK)	APP	92-03	2/26/2003
33962	Dominican Republic	Registered	MUELLER'S	APP REG	n/a 58951	9/15/1993 9/15/1993
33962	Italy	Registered	MUELLER'S	APP REG	N/A 399522	6/18/1981 6/18/1981
33962	Jamaica	Registered	MUELLER'S	APP REG	TM30/827 B20567	7/9/1981 7/9/1981
33962	Mexico	Registered	MUELLER'S	APP REG	236800 501885	7/6/1995 8/29/1995
33963	Mexico	Registered	MUELLER'S	REG	372966	10/16/1984
33953	Panama	Registered	LUXURY	APP REG	107128 107128	5/9/2000 5/9/2000
33963	Philippines	Pending	MUELLER'S	APP	4-20020005193	6/25/2002
33911	Puerto Rico	Registered	LA ROSA	APP REG	12723 12723	10/16/1963
33963	Puerto Rico	Pending	MUELLER'S	APP	N/A	2/14/2003

AIPC FINANCE, INC.

PATENTS - NONE

U.S. TRADEMARKS - NONE

FOREIGN TRADEMARKS - NONE

AIPC SALES CO.

PATENTS - NONE

U.S. TRADEMARKS - NONE

FOREIGN TRADEMARKS - NONE

AIPC WISCONSIN, LIMITED PARTNERSHIP

PATENTS - NONE

U.S. TRADEMARKS - NONE

FOREIGN TRADEMARKS - NONE

AIPC MISSOURI, LLC

PATENTS - NONE

U.S. TRADEMARKS - NONE

FOREIGN TRADEMARKS - NONE

AIPC SOUTH CAROLINA, INC.

PATENTS - NONE

U.S. TRADEMARKS - NONE

FOREIGN TRADEMARKS - NONE

TRADEMARK

REEL: 003174 FRAME: 0042

**SCHEDULE V
TO SECURITY AGREEMENT**

LIST OF COMMERCIAL TORT CLAIMS

(none)