

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/09/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Italian Pasta Company		08/09/2006	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	World Finer Foods
Street Address:	300 Broadacres Drive
City:	Bloomfield
State/Country:	NEW JERSEY
Postal Code:	07003
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78596434	MRS LEEPER'S
Serial Number:	78770585	MRS LEEPER'S SINCE 1927
Serial Number:	78596440	EDDIE'S
Serial Number:	78434151	EDDIE'S SPAGHETTI

CORRESPONDENCE DATA

Fax Number: (973)338-0382
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800 225-1449 x121
 Email: rvanmaerssen@worldfiner.com
 Correspondent Name: Robert Van Maerssen
 Address Line 1: 300 Broadacres Drive
 Address Line 4: Bloomfield, NEW JERSEY 07003

NAME OF SUBMITTER: Robert Van Maerssen

OP \$115.00 78596434

Signature:

/Robert Van Maerssen/

Date:

10/12/2006

Total Attachments: 3

source=Eddies and Mrs. Leepers Assignment Scan#page1.tif

source=Eddies and Mrs. Leepers Assignment Scan#page2.tif

source=Eddies and Mrs. Leepers Assignment Scan#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of August 9, 2006 by and among American Italian Pasta Company, a Delaware corporation, having its principal office at 4100 N. Mulberry Drive, Suite 200, Kansas City, Missouri 64114, ("Assignor"), and World Finer Foods, Inc., a Delaware corporation, having its principal office at 300 Broadacres Drive, Bloomfield, New Jersey 07003 ("Assignee").

WHEREAS, Assignor owns registrations and applications for registration of certain trademarks (the "Marks") as filed with the United States Patent and Trademark Office (all as set forth on Exhibit A) and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Marks or has a bona fide intent to use some of the Marks; and

WHEREAS, Assignor owns common law rights to certain trademarks (the "Marks") (all as set forth on Exhibit A), through Assignor's adoption and continuous use of the marks in the United States and Canada.

WHEREAS, pursuant to, and in connection with the transactions contemplated by, that certain Brand Purchase Agreement, dated as of August 9, 2006, between the parties (the "Brand Purchase Agreement"), Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Marks in the U.S. and Canada, subject to the terms and conditions hereof; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Marks for use in the U.S. and Canada, and the related registrations or applications (collectively, the "Trademark Rights").

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

1. For the consideration of the terms set forth in the aforementioned Brand Purchase Agreement, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Trademark Rights, together with that portion of the goodwill related to the Trademark Rights connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know-how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

2. No right is conferred or assigned hereunder to Assignee to use or adopt the Marks in any countries other than the U.S. and Canada. Assignee acknowledges that Assignor remains the owner of the right to use and adopt the Marks in all other countries. Assignee represents and warrants that other than selling products bearing the Marks as sales agent for AIPC Sales Co, Assignee has not used or adopted the Marks in any geographical area prior to the date of this Agreement. After the date of this Assignment Assignee agrees not to attempt to adopt or use the Marks in any countries other than the U.S. and Canada, and Assignee agrees not to contest Assignor's use and adoption of the marks in countries other than the U.S. or Canada.

3. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to

Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

4. In the event of a conflict between the terms of this Agreement and the terms of the Brand Purchase Agreement, the terms of the Brand Purchase Agreement shall prevail.

5. The parties further agree that this Agreement does not in any way expand the rights or obligations of either party beyond the terms set forth in the Brand Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

American Italian Pasta Company

By: _____

Name: _____

Title: _____

ASSIGNEE:

World Finer Foods, Inc.

By: _____

Name: _____

Title: _____

Exhibit A

MARK

SERIAL NO./GOODS/FILING DATE

EDDIE'S SPAGHETTI and design

78-434151
IC 30
June 11, 2004

EDDIE'S

78-596440
IC 30
March 28, 2005

MRS LEEPER'S

78-596434
IC 30
March 28, 2005

MRS LEEPER'S SINCE 1927
and design

78-770585
IC 30
December 9, 2005