Exhibits TTAB

OIPE JC152 OCT 05 2001 PATENT & TRADEMARK OFFICE

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

10-05-2001
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #70

GOOCH FOODS, INC.,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No. 26,165 (parent)
	)	Opposition No. 107,599
HOMESTEAD, INC. and NEW WORLD PASTA COMPANY,	)	Opposition No. 110,644
	)	
Respondents.	)	

MOTION TO EXTEND DISCOVERY AND TESTIMONY PERIODS

Pursuant to Rule 509 of the TTAB Manual of Procedure, Petitioner, Gooch Foods, Inc., and Respondents, Homestead, Inc. (now Hershey Chocolate & Confectionery Corporation) and New World Pasta Company, hereby jointly move that the discovery and testimony periods in the above-captioned consolidated proceedings be extended by three months as follows from the date set in the TTAB's Scheduling Order of July 27, 2001:

PERIOD FOR DISCOVERY TO CLOSE:	**January 5, 2002**
Testimony period for Gooch Foods as plaintiff in the opposition and cancellation to close: (opening thirty days prior thereto)	**April 3, 2002**
Testimony period for New World as defendant in the opposition and cancellation and plaintiff in the counterclaim to close: (opening thirty days prior thereto)	**June 4, 2002**
Testimony period for Gooch Foods as defendant in the counterclaim and rebuttal testimony for Gooch Foods as plaintiff in the opposition and cancellation to close: (opening thirty days prior thereto)	**August 3, 2002**

DD

Rebuttal testimony period for New World as plaintiff in the counterclaim to close: (opening fifteen days prior thereto)	**September 17, 2002**

Briefs shall be due as follows:
[See Trademark Rule 2.128 (a) (2)].

Brief for Gooch Foods as plaintiff in the opposition and cancellation shall be due:	**November 16, 2002**
Brief for New World as defendant in the opposition and cancellation and plaintiff in the counterclaim shall be due:	**December 15, 2002**
Brief for Gooch Foods as defendant in the counterclaim and reply brief, if any, for Gooch Foods as plaintiff in the opposition and cancellation shall be due:	**January 15, 2003**
Reply brief, if any, for New World as plaintiff in the counterclaim shall be due:	**January 30, 2003**

Good cause exists for this extension for the following reasons:

1. Settlement negotiation have been held but have not yet proven fruitful. New World's attention to this matter was diverted over the summer as it completed a major acquisition of assets from the Borden Food Corporation. Prior to the summer, settlement negotiations were held between the parties in November 2000, as stated in the attached Affidavit of Kathleen S. Purcell (Tab 1) and shown in Exhibit C thereto. Although these efforts at settlement have not yet been successful, the parties have conducted the discussions in good faith.

2. The TTAB's Order of November 2000 requested additional detail regarding the proper status of Respondents to the proceedings. The information reported by and with Ms. Purcell's Affidavit should resolve any questions on this issue. These materials show that Homestead, Inc. no longer exists and that, prior to its merger, it had already assigned its interest in the subject

marks to New World. A 3-month extension would allow the parties to complete discovery with a full understanding of the correct status of the parties.

3. In connection with its recent acquisitions, New World has just within the last two weeks retained new counsel at Vorys, Sater, Seymour and Pease LLP to represent it in all trademark matters, including these proceedings. (See Power of Attorney being filed herewith.) Hershey also has retained Vorys, Sater to the extent it, as successor to Homestead, remains a party hereto. Vorys, Sater needs time to review the files in this matter in order to provide effective counsel. (See Purcell Aff. ¶ 8.) A three-month extension will allow enough time for this without unduly delaying the proceedings.

For the foregoing reasons, the parties respectfully request that a three-month extension be granted.

Respectfully submitted,

Joseph S. Presta/WHO by telephone authority

Frank S. Presta
Joseph S. Presta
Nixon & Vanderhye P.C.
8th Floor
1100 North Glebe Road
Arlington, Virginia 22201-4714
(703) 816-4000

Counsel for Petitioner
GOOCH FOODS, INC.

William H Oldach III

Cory M. Amron
William H. Oldach III
Vorys, Sater, Seymour and Pease LLP
1828 L Street, NW
Eleventh Floor
Washington, D.C. 20036-5109
(202) 467-8800

Counsel for Respondents
NEW WORLD PASTA COMPANY
and HOMESTEAD, INC.

Dated: 10/5/01

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

GOOCH FOODS, INC.,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No. 26,165 (parent)
	)	Opposition No. 107,599
HOMESTEAD, INC. and NEW WORLD PASTA COMPANY,	)	Opposition No. 110,644
	)	
	)	
Respondents.	)	

AFFIDAVIT OF KATHLEEN S. PURCELL

COMMONWEALTH OF PENNSYLVANIA	)
	): SS
COUNTY OF DAUPHIN	)

1. My name is Kathleen S. Purcell. I am an officer, namely, the Assistant Corporate Secretary, of Respondent New World Pasta Company ("New World"). I have been employed by New World since June 1999. Prior to that date, I was employed by Hershey Foods Corporation, an affiliate of nominal Respondent Homestead, Inc. I accordingly have personal knowledge of the matters set forth herein.

2. The Trademark Trial and Appeal Board ("TTAB") in its November 21, 2000 Order requested additional details regarding the proper identity of the parties. New World was incorporated in January 1999, resulting from a "spin-off" from Hershey Foods. New World is the owner of the pasta business formerly owned by Hershey Foods, including physical assets and numerous brands and trademarks, including, but not limited to, "RONZONI," "SAN GIORGIO,"

"AMERICAN BEAUTY" and the registration and applications at issue herein for "LA BELLA ROSA" and "LA BELLA ROSA" and Design (the "Subject Marks").

3. At the time of the spin-off, Homestead was the intellectual property holding company for Hershey Foods. As such, Homestead was the owner of record of the Subject Marks. At the time of the spin-off, two assignments of the Subject Marks and the other pasta-related brands and trademarks were executed – first from Homestead to Hershey Chocolate & Confectionery Corporation ("HCC," a subsidiary of Hershey Foods), and then from HCC to New World. (Exh. A.) These assignments were promptly recorded in the PTO Assignments Branch at Reel/Frame Nos. 1797/0624, 1797/0884 and 1800/0668 (the assignment from HCC to New World was evidently recorded twice). New World has not since assigned or otherwise conveyed any interest in the Subject Marks. Accordingly, New World is now the owner of record of the Subject Marks.

4. In February 1999, Homestead was merged into HCC, and thus Respondent Homestead no longer exists. However, as recited above, the Subject Marks had already been assigned to New World, and so the merger of Homestead into HCC had no impact on the ownership of the Subject Marks.

5. Notwithstanding the foregoing, on November 7, 2000, HCC filed a change of address and Power of Attorney in this proceeding, asserting that it was the successor by merger to Homestead. This filing was executed by Martha Cecil-Few, President of HCC. I spoke with Ms. Cecil-Few regarding this filing on October 1, 2001. She advised me that she executed the papers on behalf of HCC because there was uncertainty as to whether or not HCC, as the successor to Homestead, remained or should remain a party to these proceedings, even though Homestead had previously assigned the Subject Marks to New World.

6. Ms. Cecil-Few has provided to New World's counsel a copy of the Certificate of Ownership and Merger by which Homestead was merged into HCC. (Exh. B.) Ms. Cecil-Few has advised that this document is recorded in the Assignment Branch at Reel/Frame No. 1878/0918.

7. The TTAB's November 21, 2000 Order also requested additional details regarding the status of settlement negotiations. Attached hereto as Exhibit C is a copy of a letter dated November 29, 2000, from Mark Kimmel, General Counsel of New World, to Tim Malm, President of Gooch. Mr. Kimmel's letter proposed that New World would modify its LA BELLA ROSA trademark registration and applications to add the term "AMERICAN BEAUTY" so that the term "LA BELLA ROSA" would not appear standing alone. The letter pointed out that there had been nearly 40 years of actual use of the marks without internal confusion, and that the parties were marketing in different parts of the country. Messrs. Kimmel and Malm were at the time engaged in discussions about a different business matter, which did not come to fruition, and so Mr. Malm neither rejected nor agreed to these terms; instead, New World did not receive any concrete response. Thus, all issues with respect to these proceedings appear to be as yet unresolved.

8. Within the past two months, New World acquired significant additional pasta-related assets, including additional brands and trademarks, and has retained the firm of Vorys, Sater, Seymour and Pease LLP (counsel for the former owner of these assets) to represent it in all trademark matters, including the above-captioned proceeding. New World's files for this matter have been transferred to Vorys, Sater less than two weeks ago. In light of the complicated history of this proceeding (which New World is with Vorys' assistance attempting to clarify), New World will be prejudiced if a three-month extension of time is not granted to allow our new counsel to review the files in detail and conduct any necessary additional discovery.

Kathleen S. Purcell

SUBSCRIBED and SWORN to before me this 3rd day of October, 2001.

Notary Public

My commission expires: 10/13/2003

Notarial Seal
Georgina Z. Hitz, Notary Public
Harrisburg, Dauphin County
My Commission Expires Oct. 13, 2003
Member, Pennsylvania Association of Notaries

1-28-99

01-28-1999

U.S. Department of Commerce
Patent and Trademark Office

SHEET 481-40
Y 482-2100

100900056

To the Honorable Commissioner of Patents: original documents or copy thereof. 484-120

1. Name of conveying party(ies): MRD 1-28-99

HOMESTEAD, INC.

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
_X_ Corporation (State- Delaware)
___ Other _____

Additional name(s) of conveying party(ies) attached? ___ Yes ___ No

2. Name and Address of receiving party(ies)

Name: HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

Address: 5060 Ward Road
Wheat Ridge, CO 80033

___ Individual(s) citizenship _____
___ Association _____
___ General Partnership _____
___ Limited Partnership _____
_X_ Corporation (State - Delaware)
___ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes ___ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ___ Yes ___ No

3. Nature of conveyance: 27

_X_ Assignment ___ Merger

___ Security Agreement ___ Change of Name

___ Other _____

Execution Date: January 28, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached Schedule TM

B. Trademark Registration No.(s)
See Attached Schedule

Additional numbers attached? _X_ Yes ___ No

5. Name and address of party to whom correspondence concerning document should be sent:

Steven Rosenthal, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue
New York, NY 10022

6. Total number of applications and registrations involved: 85

7. Total fee (37 CFR 3.41)..... $ 2140
_X_ Enclosed

_X_ Any deficiency is authorized to be charged to Deposit Account No. 19-2385

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven Rosenthal — Name of Person Signing

Steve Rosenthal — Signature

1/28/99 — Date

Total number of pages including cover sheet, attachments, and document: 14

01/29/1999 TTORIT 00000061 1E01774
01 FC:481 40.00 OP
02 FC:482 2100.00 OP
03 FC:484 120.00 OP

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

SCHEDULE TO RECORDATION COVER SHEET

TRADEMARK REGISTRATIONS

MARK	REG NO.	REG DATE
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1281774	6-12-84
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1288071	7-31-84
AMERICAN BEAUTY	88250	9-10-12
AMERICAN BEAUTY	1642927	4-30-91
AMERICAN BEAUTY & DESIGN	1474360	1-26-88
AMERICAN BEAUTY & DESIGN	1518157	12-27-88
AMERICAN BEAUTY & DESIGN	1905784	7-18-95
AMERICAN BEAUTY & DESIGN	1911635	8-15-95
AMERICAN BEAUTY FETTUCCINE FLORENTINE & DESIGN	1823044	2-22-94
AMERICAN BEAUTY 10,000 LAKES PASTA & DESIGN	1873368	1-10-95
LIGHT & FLUFFY	1109562	12-19-78
MISC DESIGN (MEDALLION)	844679	2-20-68
MISC DESIGN (BUNDLE OF WHEAT)	1456710	9-8-87
MISC DESIGN (MANICOTTI DESIGN)	1248557	8-16-83
MISCELLANEOUS DESIGN (RONZONI)	1986632	7-16-96
MRS. WEISS & DESIGN	646880	6-11-57
MRS. WEISS STYLIZED LETTERS	609228	7-19-55
P&R	1239609	5-24-83
P&R DESIGN	1257063	11-8-83
RONZONI	2004806	10-1-96
RONZONI (STYLIZED)	1201326	7-13-82
RONZONI (IN BLOCK)	2022974	12-17-96
RONZONI (STYLIZED)	518709	12-13-49
RONZONI SONO BUONI	1538349	5-9-89
RONZONI SONO BUONI - RONZONI IS SO GOOD	821366	12-27-66
SAN GIORGIO	607385	6-14-55
SAN GIORGIO	844678	2-20-68
SAN GIORGIO & DESIGN	128415	1-6-20
SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	1547584	7-11-89

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MARK	REG NO.	REG DATE
SAN GIORGIO SOAK 'N SERVE & DESIGN	1760120	3-23-93
SAN GIORGIO SOUPETTES	968772	9-18-73
SKINNER	670993	12-9-58
SKINNER	1521166	1-17-89
SKINNER GOLD MEDAL	942379	9-5-72
SKINNER'S & DESIGN	1313673	1-8-85
SONO BUONI CLUB	1499534	8-9-88
10,000 LAKES PASTA	1865377	11-29-94
CALCIUM RICH ELBOWS	2194407	10-6-98
CALCIUM RICH SPAGHETTI & DESIGN	2191617	9-22-98
CHOO-CHOO WHEELS	867640	4-1-69
CHOO-CHOO WHEELS & DESIGN	867641	4-1-69
CLASSIC CORNER	1533072	8-4-89
COUNTRY KITCHEN	1467570	12-1-87
CURLY-RONI	701457	7-19-60
D&DESIGN	810854	7-5-66
DELMONICO	541258	4-24-51
DELMONICO & DESIGN	877486	9-23-69
DERBY PASTA	2179603	8-4-98
ECONOMY PAK	1875426	1-24-95
ELBO-RONI	212208	4-27-26
FLUFFY DUMPLETS	524570	4-25-50
HOLSUM	571383	3-3-53
IPPOLITOS	938182	7-18-72
ITALIANO	784189	1-26-65
ITALIANO & DESIGN	843884	2-6-68
ITALIAN PANTRY	872289	7-1-69
KLUS-KY	603456	3-15-55
KRINKLY	769247	5-5-64
LA BELLA ROSA BRAND & DESIGN	1818079	1-25-94
MRS. BECKER'S AND DESIGN	696508	4-19-60
PASTA EXPERTS (THE)	1870717	12-27-94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60

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MARK	REG NO.	REG DATE
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDERONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTEROODLE	75/584,624	11-8-98
CALCIUM RICH AND RIBBON DESIGN	75/578339	10-23-98
CALCIUM RICH AND RIBBON DESIGN	75/578348	10-23-98
LA BELLA ROSA	75/368367	10-6-97
LA BELLA ROSA & DESIGN	75/194595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	75/584624	9-16-98

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 28th day of January 1999, ("Effective Date"), by and between Homestead, Inc., a corporation organized under the laws of the State of Delaware, with a mailing address at 5060 Ward Road, Wheat Ridge, Colorado 80033 ("Assignor"), and Hershey Chocolate & Confectionery Corporation, a corporation organized under the laws of the State of Delaware, with a mailing address at 5060 Ward Road, Wheat Ridge, Colorado 80033 ("Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in and to (a) those United States trademark registrations and applications for registration identified and set forth on Schedule A; (b) those U.S. State trademark registrations identified and set forth on Schedule B; (c) those foreign trademark registrations and applications for registration identified and set forth on Schedule C; (d) those common law marks identified and set forth on Schedule D (all of the foregoing collectively referred to herein as the "Marks"); and (e) the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws

of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States. Assignor also authorizes and requests the proper authorities to record Assignee as the assignee and owner of the Marks in all foreign countries.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 28th day of January 1999.

HOMESTEAD, INC.

By: _____

Name: Burton H Snyder

Title: Vice President

HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

By: _____

Name: William Christ

Title: Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 28th day of January 1999, there appeared before me BURTON SNYDER, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HOMESTEAD, INC.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 28th day of January, 1999, there appeared before me WILLIAM CHRIST, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

_____
Notary Public

I:\HERSHEY\WHISPER\IP\ASSIGNME\GLOBAL.II

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	REG NO.	REG DATE
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1281774	6-12-84
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1288071	7-31-84
AMERICAN BEAUTY	88250	9-10-12
AMERICAN BEAUTY	1642927	4-30-91
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AMERICAN BEAUTY & DESIGN	1905784	7-18-95
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AMERICAN BEAUTY 10,000 LAKES PASTA & DESIGN	1873368	1-10-95
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MRS. WEISS STYLIZED LETTERS	609228	7-19-55
P&R	1239609	5-24-83
P&R DESIGN	1257063	11-8-83
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RONZONI (STYLIZED)	1201326	7-13-82
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RONZONI (STYLIZED)	518709	12-13-49
RONZONI SONO BUONI	1538349	5-9-89
RONZONI SONO BUONI - RONZONI IS SO GOOD	821366	12-27-66
SAN GIORGIO	607385	6-14-55
SAN GIORGIO	844678	2-20-68
SAN GIORGIO & DESIGN	128415	1-6-20
SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	1547584	7-11-89

MARK	REG NO.	REG DATE
SAN GIORGIO SOAK 'N SERVE & DESIGN*	1760120	3-23-93
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SKINNER	1521166	1-17-89
SKINNER GOLD MEDAL	942379	9-5-72
SKINNER'S & DESIGN	1313673	1-8-85
SONO BUONI CLUB	1499534	8-9-88
10,000 LAKES PASTA	1865377	11-29-94
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CALCIUM RICH SPAGHETTI & DESIGN	2191617	9-22-98
CHOO-CHOO WHEELS	867640	4-1-69
CHOO-CHOO WHEELS & DESIGN	867641	4-1-69
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CURLY-RONI	701457	7-19-60
D&DESIGN	810854	7-5-66
DELMONICO	541258	4-24-51
DELMONICO & DESIGN	877486	9-23-69
DERBY PASTA	2179603	8-4-98
ECONOMY PAK	1875426	1-24-95
ELBO-RONI	212208	4-27-26
FLUFFY DUMPLETS	524570	4-25-50
HOLSUM	571383	3-3-53
IPPOLITOS	938182	7-18-72
ITALIANO	784189	1-26-65
ITALIANO & DESIGN	843884	2-6-68
ITALIAN PANTRY	872289	7-1-69
KLUS-KY	603456	3-15-55
KRINKLY	769247	5-5-64
LA BELLA ROSA BRAND & DESIGN	1818079	1-25-94
MRS. BECKER'S AND DESIGN	696508	4-19-60
PASTA EXPERTS (THE)	1870717	12-27-94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59

* This registration is still valid but is no longer in use and there is no intention to maintain and/or renew this registration.

MARK	REG NO.	REG DATE
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDERONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING U.S. APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTEROODLE	75/584,624	11/8/98
CALCIUM RICH AND RIBBON DESIGN	75/578,339	10/23/98
CALCIUM RICH AND RIBBON DESIGN	75/578,348	10/23/98
LA BELLA ROSA	75/368,367	10-6-97
LA BELLA ROSA & DESIGN	75/194,595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	N/A	9-16-98

SCHEDULE B

U.S. STATE TRADEMARK REGISTRATIONS

MARK	STATE	NUMBER	DATE
RONZONI	WEST VIRGINIA	223241	10-11-62
RONZONI	NEVADA	N/A	9-26-62
PERFECTION BRAND	CALIFORNIA	10060	10-29-23
PERFECTION	NEVADA	V.8 P.298	1-16-48

SCHEDULE C

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	MARK	APP/REG NO.	APP/REG DATE
Canada	RONZONI	758427	6-30-94
Canada	RONZONI & DESIGN	332623	10-2-87
Canada	SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	777892	3-14-95
Canada	SAN GIORGIO	313746	5-2-86
Haiti	SAN GIORGIO	280/68	2-21-83
Italy	RONZONI	401590	2-12-86
Japan	RONZONI	2159518	8-31-89
Japan	RONZONI	2163159	8-31-89
Mexico	RONZONI	404378	4-8-91
Peru	RONZONI	79256	2-1-84
Portugal	RONZONI	240785	4-28-87
Portugal	RONZONI	240786	4-28-87
Puerto Rico	RONZONI	30114	4-8-91
Russia	RONZONI	144210	7-22-96
Saudi Arabia	RONZONI	254/93	3-24-92
Spain	RONZONI	1160564	10-20-87

SCHEDULE D

COMMON LAW TRADEMARKS

IDEAL BY SAN GIORGIO

U.S. Department of Commerce
Patent and Trademark Office

01-28-1999

SHEET 481-40
482-2100

100900054

To the Honorable Commissioner of Patents iginal documents or copy thereof. 484-12

1. Name of conveying party(ies): MRO 1-28-99

HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
X Corporation (State- Delaware)
___ Other _____

Additional name(s) of conveying party(ies) attached? ___ Yes ___ No

2. Name and Address of receiving party(ies)

Name: NEW WORLD PASTA COMPANY
formerly known as HERSHEY PASTA MANUFACTURING COMPANY
Address: 100 Crystal A Drive
Hershey, PA 17033

___ Individual(s) citizenship _____
___ Association _____
___ General Partnership _____
___ Limited Partnership _____
X Corporation (State - Delaware)
___ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes ___ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ___ Yes ___ No

3. Nature of conveyance:

X Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other _____

Execution Date: January 28, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached Schedule

B. Trademark Registration No.(s)
See Attached Schedule

Additional numbers attached? X Yes ___ No

5. Name and address of party to whom correspondence concerning document should be sent:

Steven M. Rosenthal, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue
New York, NY 10022

6. Total number of applications and registrations involved: 85

7. Total fee (37 CFR 3.41)..... $ 2140
X Enclosed
X Any deficiency is authorized to be charged to Deposit Account No. 19-2385

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

2140E
120E

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven Rosenthal — Name of Person Signing
Steven Rosenthal — Signature
1/28/99 — Date

01/29/1999 TTON11 00000082 1281774
01 FC:481 40.00 DP
02 FC:482 2100.00 DP
03 FC:484 120.00 DP

Total number of pages including cover sheet, attachments, and document: 14

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

SCHEDULE TO RECORDATION COVER SHEET

TRADEMARK REGISTRATIONS

MARK	REG NO.	REG DATE
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1281774	6-12-84
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1288071	7-31-84
AMERICAN BEAUTY	88250	9-10-12
AMERICAN BEAUTY	1642927	4-30-91
AMERICAN BEAUTY & DESIGN	1474360	1-26-88
AMERICAN BEAUTY & DESIGN	1518157	12-27-88
AMERICAN BEAUTY & DESIGN	1905784	7-18-95
AMERICAN BEAUTY & DESIGN	1911635	8-15-95
AMERICAN BEAUTY FETTUCCINE FLORENTINE & DESIGN	1823044	2-22-94
AMERICAN BEAUTY 10,000 LAKES PASTA & DESIGN	1873368	1-10-95
LIGHT & FLUFFY	1109562	12-19-78
MISC DESIGN (MEDALLION)	844679	2-20-68
MISC DESIGN (BUNDLE OF WHEAT)	1456710	9-8-87
MISC DESIGN (MANICOTTI DESIGN)	1248557	8-16-83
MISCELLANEOUS DESIGN (RONZONI)	1986632	7-16-96
MRS. WEISS & DESIGN	646880	6-11-57
MRS. WEISS STYLIZED LETTERS	609228	7-19-55
P&R	1239609	5-24-83
P&R DESIGN	1257063	11-8-83
RONZONI	2004806	10-1-96
RONZONI (STYLIZED)	1201326	7-13-82
RONZONI (IN BLOCK)	2022974	12-17-96
RONZONI (STYLIZED)	518709	12-13-49
RONZONI SONO BUONI	1538349	5-9-89
RONZONI SONO BUONI - RONZONI IS SO GOOD	821366	12-27-66
SAN GIORGIO	607385	6-14-55
SAN GIORGIO	844678	2-20-68
SAN GIORGIO & DESIGN	128415	1-6-20
SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	1547584	7-11-89

MARK	REG NO.	REG DATE
SAN GIORGIO SOAK 'N SERVE & DESIGN	1760120	3-23-93
SAN GIORGIO SOUPETTES	968772	9-18-73
SKINNER	670993	12-9-58
SKINNER	1521166	1-17-89
SKINNER GOLD MEDAL	942379	9-5-72
SKINNER'S & DESIGN	1313673	1-8-85
SONO BUONI CLUB	1499534	8-9-88
10,000 LAKES PASTA	1865377	11-29-94
CALCIUM RICH ELBOWS	2194407	10-6-98
CALCIUM RICH SPAGHETTI & DESIGN	2191617	9-22-98
CHOO-CHOO WHEELS	867640	4-1-69
CHOO-CHOO WHEELS & DESIGN	867641	4-1-69
CLASSIC CORNER	1533072	8-4-89
COUNTRY KITCHEN	1467570	12-1-87
CURLY-RONI	701457	7-19-60
D&DESIGN	810854	7-5-66
DELMONICO	541258	4-24-51
DELMONICO & DESIGN	877486	9-23-69
DERBY PASTA	2179603	8-4-98
ECONOMY PAK	1875426	1-24-95
ELBO-RONI	212208	4-27-26
FLUFFY DUMPLETS	524570	4-25-50
HOLSUM	571383	3-3-53
IPPOLITOS	938182	7-18-72
ITALIANO	784189	1-26-65
ITALIANO & DESIGN	843884	2-6-68
ITALIAN PANTRY	872289	7-1-69
KLUS-KY	603456	3-15-55
KRINKLY	769247	5-5-64
LA BELLA ROSA BRAND & DESIGN	1818079	1-25-94
MRS. BECKER'S AND DESIGN	696508	4-19-60
PASTA EXPERTS (THE)	1870717	12-27-94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60

MARK	REG NO.	REG DATE
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDERONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTEROODLE	75/584,624	11-8-98
CALCIUM RICH AND RIBBON DESIGN	75/578339	10-23-98
CALCIUM RICH AND RIBBON DESIGN	75/578348	10-23-98
LA BELLA ROSA	75/368367	10-6-97
LA BELLA ROSA & DESIGN	75/194595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	~~75/584624~~ 75/568,758	9-16-98

HERSHEY\WHISPER\IP\COVER.SCH

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 28th day of January 1999, ("Effective Date"), by and between Hershey Chocolate & Confectionery Corporation, a corporation organized under the laws of the State of Delaware, with a mailing address at 5060 Ward Road, Wheat Ridge, Colorado 80033 ("Assignor"), and New World Pasta Company, formerly known as Hershey Pasta Manufacturing Company, a corporation organized under the laws of the State of Delaware, with a mailing address at 100 Crystal A Drive, Hershey , Pennsylvania 17033 ("Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in and to (a) those United States trademark registrations and applications for registration identified and set forth on Schedule A; (b) those U.S. State trademark registrations identified and set forth on Schedule B; (c) those foreign trademark registrations and applications for registration identified and set forth on Schedule C; (d) those common law marks identified and set forth on Schedule D (all of the foregoing collectively referred to herein as the "Marks"); and (e) the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries,

including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States. Assignor also authorizes and requests the proper authorities to record Assignee as the assignee and owner of the Marks in all foreign countries.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 28th day of January, 1999.

HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

By: _____

Name: WILLIAM F. CHRIST

Title: VICE PRESIDENT

NEW WORLD PASTA COMPANY

By: _____

Name: BURTON H. SNYDER

Title: VICE PRESIDENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 28th day of January 1999, there appeared before me WILLIAM CHRIST, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 25th day of January, 1999, there appeared before me BURTON SNYDER, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of NEW WORLD PASTA COMPANY.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

_____
Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	REG NO.	REG DATE
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1281774	6-12-84
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1288071	7-31-84
AMERICAN BEAUTY	88250	9-10-12
AMERICAN BEAUTY	1642927	4-30-91
AMERICAN BEAUTY & DESIGN	1474360	1-26-88
AMERICAN BEAUTY & DESIGN	1518157	12-27-88
AMERICAN BEAUTY & DESIGN	1905784	7-18-95
AMERICAN BEAUTY & DESIGN	1911635	8-15-95
AMERICAN BEAUTY FETTUCCINE FLORENTINE & DESIGN	1823044	2-22-94
AMERICAN BEAUTY 10,000 LAKES PASTA & DESIGN	1873368	1-10-95
LIGHT & FLUFFY	1109562	12-19-78
MISC DESIGN (MEDALLION)	844679	2-20-68
MISC DESIGN (BUNDLE OF WHEAT)	1456710	9-8-87
MISC DESIGN (MANICOTTI DESIGN)	1248557	8-16-83
MISCELLANEOUS DESIGN (RONZONI)	1986632	7-16-96
MRS. WEISS & DESIGN	646880	6-11-57
MRS. WEISS STYLIZED LETTERS	609228	7-19-55
P&R	1239609	5-24-83
P&R DESIGN	1257063	11-8-83
RONZONI	2004806	10-1-96
RONZONI (STYLIZED)	1201326	7-13-82
RONZONI (IN BLOCK)	2022974	12-17-96
RONZONI (STYLIZED)	518709	12-13-49
RONZONI SONO BUONI	1538349	5-9-89
RONZONI SONO BUONI - RONZONI IS SO GOOD	821366	12-27-66
SAN GIORGIO	607385	6-14-55
SAN GIORGIO	844678	2-20-68
SAN GIORGIO & DESIGN	128415	1-6-20
SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	1547584	7-11-89

MARK	REG NO.	REG DATE
SAN GIORGIO SOAK 'N SERVE & DESIGN*	1760120	3-23-93
SAN GIORGIO SOUPETTES	968772	9-18-73
SKINNER	670993	12-9-58
SKINNER	1521166	1-17-89
SKINNER GOLD MEDAL	942379	9-5-72
SKINNER'S & DESIGN	1313673	1-8-85
SONO BUONI CLUB	1499534	8-9-88
10,000 LAKES PASTA	1865377	11-29-94
CALCIUM RICH ELBOWS	2194407	10-6-98
CALCIUM RICH SPAGHETTI & DESIGN	2191617	9-22-98
CHOO-CHOO WHEELS	867640	4-1-69
CHOO-CHOO WHEELS & DESIGN	867641	4-1-69
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CURLY-RONI	701457	7-19-60
D&DESIGN	810854	7-5-66
DELMONICO	541258	4-24-51
DELMONICO & DESIGN	877486	9-23-69
DERBY PASTA	2179603	8-4-98
ECONOMY PAK	1875426	1-24-95
ELBO-RONI	212208	4-27-26
FLUFFY DUMPLETS	524570	4-25-50
HOLSUM	571383	3-3-53
IPPOLITOS	938182	7-18-72
ITALIANO	784189	1-26-65
ITALIANO & DESIGN	843884	2-6-68
ITALIAN PANTRY	872289	7-1-69
KLUS-KY	603456	3-15-55
KRINKLY	769247	5-5-64
LA BELLA ROSA BRAND & DESIGN	1818079	1-25-94
MRS. BECKER'S AND DESIGN	696508	4-19-60
PASTA EXPERTS (THE)	1870717	12-27-94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59

* This registration is still valid but is no longer in use and there is no intention to maintain and/or renew this registration.

MARK	REG NO.	REG DATE
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDERONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING U.S. APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTEROODLE	75/584,624	11-8-98
CALCIUM RICH AND RIBBON DESIGN	75/578339	10-23-98
CALCIUM RICH AND RIBBON DESIGN	75/578348	10-23-98
LA BELLA ROSA	75/368367	10-6-97
LA BELLA ROSA & DESIGN	75/194595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	75/584624	9-16-98

SCHEDULE B

U.S. STATE TRADEMARK REGISTRATIONS

MARK	STATE	NUMBER	DATE
RONZONI	WEST VIRGINIA	223241	10-11-62
RONZONI	NEVADA	N/A	9/26/62
PERFECTION BRAND	CALIFORNIA	10060	10-29-23
PERFECTION	NEVADA	V.8 P.298	1-16-48

SCHEDULE C

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	MARK	APP/REG NO.	APP/REG DATE
Canada	RONZONI	758427	6-30-94
Canada	RONZONI & DESIGN	332623	10-2-87
Canada	SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	777892	3-14-95
Canada	SAN GIORGIO	313746	5-2-86
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Japan	RONZONI	2163159	8-31-89
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Portugal	RONZONI	240786	4-28-87
Puerto Rico	RONZONI	30114	4-8-91
Russia	RONZONI	144210	7-22-96
Saudi Arabia	RONZONI	254/93	3-24-92
Spain	RONZONI	1160564	10-20-87

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MRD 1-28-99

02-04-1999

100901714

U.S. Department of Commerce
Patent and Trademark Office

EET 481-40
482-2100

To the Honorable Commissioner of Patents

ial documents or copy thereof. 484-120

1. Name of conveying party(ies): MRD 1-28-99

HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

___ Individual(s) ___ Association
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_X_ Corporation (State- Delaware)
___ Other _____

Additional name(s) of conveying party(ies) attached? ___ Yes ___ No

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Address: 100 Crystal A Drive
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___ Association _____
___ General Partnership _____
___ Limited Partnership _____
_X_ Corporation (State - Delaware)
___ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes ___ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ___ Yes ___ No

3. Nature of conveyance: 22

_X_ Assignment ___ Merger

___ Security Agreement ___ Change of Name

___ Other _____

Execution Date: January 28, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached Schedule

B. Trademark Registration No.(s)
See Attached Schedule

Additional numbers attached? _X_ Yes ___ No

5. Name and address of party to whom correspondence concerning document should be sent:

Steven M. Rosenthal, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue
New York, NY 10022

6. Total number of applications and registrations involved: 85

7. Total fee (37 CFR 3.41)..... $ 2140
_X_ Enclosed

_X_ Any deficiency is authorized to be charged to Deposit Account No. 19-2385

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

2140E
120E

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven Rosenthal — Name of Person Signing

Steven Rosenthal — Signature

1/28/99 — Date

01/29/1999 TTON11 00000082 1281774
01 FC:481 40.00 OP
02 FC:482 2100.00 OP
03 FC:484 120.00 OP

Total number of pages including cover sheet, attachments, and document: 14 13995

COMMISSIONER OF PATENTS AND TRADEMARKS
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KLUS-KY	603456	3-15-55
KRINKLY	769247	5-5-64
LA BELLA ROSA BRAND & DESIGN	1818079	1-25-94
MRS. BECKER'S AND DESIGN	696508	4-19-60
PASTA EXPERTS (THE)	1870717	12-27-94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60

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MARK	REG NO.	REG DATE
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDERONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTEROODLE	75/584,624	11-8-98
CALCIUM RICH AND RIBBON DESIGN	75/578339	10-23-98
CALCIUM RICH AND RIBBON DESIGN	75/578348	10-23-98
LA BELLA ROSA	75/368367	10-6-97
LA BELLA ROSA & DESIGN	75/194595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	~~75/584624~~ 75/568,758	9-16-98

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 28th day of January 1999, ("Effective Date"), by and between Hershey Chocolate & Confectionery Corporation, a corporation organized under the laws of the State of Delaware, with a mailing address at 5060 Ward Road, Wheat Ridge, Colorado 80033 ("Assignor"), and New World Pasta Company, formerly known as Hershey Pasta Manufacturing Company, a corporation organized under the laws of the State of Delaware, with a mailing address at 100 Crystal A Drive, Hershey , Pennsylvania 17033 ("Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in and to (a) those United States trademark registrations and applications for registration identified and set forth on Schedule A; (b) those U.S. State trademark registrations identified and set forth on Schedule B; (c) those foreign trademark registrations and applications for registration identified and set forth on Schedule C; (d) those common law marks identified and set forth on Schedule D (all of the foregoing collectively referred to herein as the "Marks"); and (e) the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries,

including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States. Assignor also authorizes and requests the proper authorities to record Assignee as the assignee and owner of the Marks in all foreign countries.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 28th day of January, 1999.

HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

By: _____

Name: WILLIAM F. CHRIST

Title: VICE PRESIDENT

NEW WORLD PASTA COMPANY

By: _____

Name: BURTON H. SNYDER

Title: VICE PRESIDENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 28th day of January 1999, there appeared before me WILLIAM CHRIST, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 28th day of January, 1999, there appeared before me BURTON SNYDER, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of NEW WORLD PASTA COMPANY.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

_____
Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	REG NO.	REG DATE
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1281774	6-12-84
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES & DESIGN	1288071	7-31-84
AMERICAN BEAUTY	88250	9-10-12
AMERICAN BEAUTY	1642927	4-30-91
AMERICAN BEAUTY & DESIGN	1474360	1-26-88
AMERICAN BEAUTY & DESIGN	1518157	12-27-88
AMERICAN BEAUTY & DESIGN	1905784	7-18-95
AMERICAN BEAUTY & DESIGN	1911635	8-15-95
AMERICAN BEAUTY FETTUCCINE FLORENTINE & DESIGN	1823044	2-22-94
AMERICAN BEAUTY 10,000 LAKES PASTA & DESIGN	1873368	1-10-95
LIGHT & FLUFFY	1109562	12-19-78
MISC DESIGN (MEDALLION)	844679	2-20-68
MISC DESIGN (BUNDLE OF WHEAT)	1456710	9-8-87
MISC DESIGN (MANICOTTI DESIGN)	1248557	8-16-83
MISCELLANEOUS DESIGN (RONZONI)	1986632	7-16-96
MRS. WEISS & DESIGN	646880	6-11-57
MRS. WEISS STYLIZED LETTERS	609228	7-19-55
P&R	1239609	5-24-83
P&R DESIGN	1257063	11-8-83
RONZONI	2004806	10-1-96
RONZONI (STYLIZED)	1201326	7-13-82
RONZONI (IN BLOCK)	2022974	12-17-96
RONZONI (STYLIZED)	518709	12-13-49
RONZONI SONO BUONI	1538349	5-9-89
RONZONI SONO BUONI - RONZONI IS SO GOOD	821366	12-27-66
SAN GIORGIO	607385	6-14-55
SAN GIORGIO	844678	2-20-68
SAN GIORGIO & DESIGN	128415	1-6-20
SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	1547584	7-11-89

MARK	REG NO.	REG DATE
SAN GIORGIO SOAK 'N SERVE & DESIGN*	1760120	3-23-93
SAN GIORGIO SOUPETTES	968772	9-18-73
SKINNER	670993	12-9-58
SKINNER	1521166	1-17-89
SKINNER GOLD MEDAL	942379	9-5-72
SKINNER'S & DESIGN	1313673	1-8-85
SONO BUONI CLUB	1499534	8-9-88
10,000 LAKES PASTA	1865377	11-29-94
CALCIUM RICH ELBOWS	2194407	10-6-98
CALCIUM RICH SPAGHETTI & DESIGN	2191617	9-22-98
CHOO-CHOO WHEELS	867640	4-1-69
CHOO-CHOO WHEELS & DESIGN	867641	4-1-69
CLASSIC CORNER	1533072	8-4-89
COUNTRY KITCHEN	1467570	12-1-87
CURLY-RONI	701457	7-19-60
D&DESIGN	810854	7-5-66
DELMONICO	541258	4-24-51
DELMONICO & DESIGN	877486	9-23-69
DERBY PASTA	2179603	8-4-98
ECONOMY PAK	1875426	1-24-95
ELBO-RONI	212208	4-27-26
FLUFFY DUMPLETS	524570	4-25-50
HOLSUM	571383	3-3-53
IPPOLITOS	938182	7-18-72
ITALIANO	784189	1-26-65
ITALIANO & DESIGN	843884	2-6-68
ITALIAN PANTRY	872289	7-1-69
KLUS-KY	603456	3-15-55
KRINKLY	769247	5-5-64
LA BELLA ROSA BRAND & DESIGN	1818079	1-25-94
MRS. BECKER'S AND DESIGN	696508	4-19-60
PASTA EXPERTS (THE)	1870717	12-27-94
PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI	899795	9-29-70
PEOPLE SHOULD STICK TOGETHER NOT MACARONI	919869	9-7-71
PERFECTION & DESIGN	1540729	5-23-89
PERFECTION & DESIGN	682275	7-21-59

* This registration is still valid but is no longer in use and there is no intention to maintain and/or renew this registration.

MARK	REG NO.	REG DATE
PERFECTION AND DESIGN	2064886	5-27-97
POT-PIE	177999	1-1-24
RIPPLETS	653871	10-29-57
ROMA	692148	1-26-60
ROMA BRAND & DESIGN	1303953	11-6-84
RONI-MAC	695771	4-5-60
SALAD-RONI	551327	11-27-51
SHEL-RONI	551328	11-27-51
SLENDERONI	624605	4-3-56
TRIO ITALIANO	1516570	12-13-88

PENDING U.S. APPLICATIONS

MARK	APP. NO.	APP. DATE
BUTTEROODLE	75/584,624	11-8-98
CALCIUM RICH AND RIBBON DESIGN	75/578339	10-23-98
CALCIUM RICH AND RIBBON DESIGN	75/578348	10-23-98
LA BELLA ROSA	75/368367	10-6-97
LA BELLA ROSA & DESIGN	75/194595	11-7-96
MISC DESIGN (PASTA CHARACTER)	75/418297	1-15-98
PASTA MANAGER	74/615600	12-27-94
SOUPS 'N SIDES	75/541497	8-24-98
SAN GIORGIO	75/344951	8-21-97
SAN GIORGIO (FOR RESTAURANTS)	~~75/584624~~ 75/568,758	9-16-98

SCHEDULE B

U.S. STATE TRADEMARK REGISTRATIONS

MARK	STATE	NUMBER	DATE
RONZONI	WEST VIRGINIA	223241	10-11-62
RONZONI	NEVADA	N/A	9/26/62
PERFECTION BRAND	CALIFORNIA	10060	10-29-23
PERFECTION	NEVADA	V.8 P.298	1-16-48

SCHEDULE C

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

COUNTRY	MARK	APP/REG NO.	APP/REG DATE
Canada	RONZONI	758427	6-30-94
Canada	RONZONI & DESIGN	332623	10-2-87
Canada	SAN GIORGIO FETTUCCINE FLORENTINE & DESIGN	777892	3-14-95
Canada	SAN GIORGIO	313746	5-2-86
Haiti	SAN GIORGIO	280/68	2-21-83
Italy	RONZONI	401590	2-12-86
Japan	RONZONI	2159518	8-31-89
Japan	RONZONI	2163159	8-31-89
Mexico	RONZONI	404378	4-8-91
Peru	RONZONI	79256	2-1-84
Portugal	RONZONI	240785	4-28-87
Portugal	RONZONI	240786	4-28-87
Puerto Rico	RONZONI	30114	4-8-91
Russia	RONZONI	144210	7-22-96
Saudi Arabia	RONZONI	254/93	3-24-92
Spain	RONZONI	1160564	10-20-87

SCHEDULE D

COMMON LAW TRADEMARKS

IDEAL BY SAN GIORGIO

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"HOMESTEAD, INC.", A DELAWARE CORPORATION,

WITH AND INTO "HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION" UNDER THE NAME OF "HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 1999, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

2691435 8100M

991072996

AUTHENTICATION: 9596519

DATE: 02-25-99

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
HOMESTEAD, INC.
WITH AND INTO
HERSHEY CHOCOLATE & CONFECTIONERY CORPORTATION

(Pursuant to Section 253 of the
General Corporation Law of the
State of Delaware)

Hershey Chocolate and Confectionery Corporation, a Delaware corporation (the "Company"), does hereby certify to the following facts relating to the merger (the "Merger) of Homestead, Inc., a Delaware corporation ("Homestead"), with and into the Company, with the Company remaining as the surviving corporation:

FIRST: The Company is incorporated pursuant to the General Corporation Law of the State of Delaware (the "General Corporation Law"). Homestead is incorporated pursuant to the General Corporation Law.

SECOND: The Company owns all of the outstanding shares of each class of capital stock of Homestead.

THIRD: The Board of Directors of the Company, by the following resolutions adopted on February 22, 1999, determined to merge Homestead, with and into the Company pursuant to Section 253 of the General Corporation Law:

> WHEREAS, the Company owns all of the outstanding shares of capital sock of Homestead, Inc., a Delaware corporation ("Homestead"); and
>
> WHEREAS, the Board of Directors of the Company has deemed it advisable that Homestead be merged with and into the Company pursuant to Section 253 of the General Corporation Law of the State of Delaware;
>
> NOW, THEREFORE, BE IT AND IT HEREBY IS
>
> RESOLVED, that Homestead be merged with and into the Company effective as of 11:59 PM, February 28, 1999 (the "Merger);
>
> RESOLVED, that by virtue of the Merger and without any action on the part of the holder, thereof, each then outstanding share of common stock of the company shall remain unchanged and continue to remain outstanding as one share of common sock of the Company, held by the person who was the holder of such share of common stock of the Company immediately prior to the Merger;

RESOLVED, that by virtue of the Merger and without any action on the part of the holder thereof, each then outstanding share of common stock of Homestead shall be canceled and no consideration shall be issued in respect thereof; and

RESOLVED, that the proper officers of the Company be and they hereby are authorized and directed to make, execute and acknowledge, in the name and under the corporate seal of the Company, a certificate of ownership and merger for the purpose of effecting the Merger and to file the same in the office of the Secretary of the State of the Sate of Delaware, and to do all other acts and things that may be necessary to carry out and effectuate the purpose and intent of the foregoing resolutions relating to the Merger.

FOURTH: The Company shall be the surviving corporation of the Merger.

FIFTH: The certificate of incorporation of the Company as in effect immediately prior to the effective time of the Merger shall be the certificate of incorporation of the surviving corporation.

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be executed by its duly authorized officer this 23rd day of February, 1999.

HERSHEY CHOCOLATE &
CONFECTIONERY CORPORATION

By: Martha L. Cecil-Few

Name: Martha L. Cecil-Few
Office: President

Makers of: Ronzoni™, San Giorgio™, American Beauty™, Skinner™, Light 'n Fluffy™ fine pasta products.

Corresp

New World Pasta

Mark E. Kimmel
General Counsel
85 Shannon Road
Harrisburg, PA 17112
(717) 526-2203
(717) 526-2468 (fax)
e-mail: mkimmel@nwpasta.com

November 29, 2000

VIA OVERNIGHT DELIVERY

Mr. Tim Malm
President, Gooch Foods
4666 E. Faries Parkway
Decatur, IL 62526

Dear Tim:

As I promised during our conversation last week, I am providing you with a summary of the ongoing trademark dispute between Gooch Foods ("Gooch") and New World Pasta Company ("NWP"). The trademarks in question are:

NWP - *LA BELLA ROSA BRAND and Design – Regn. No. 1818079 (Exhibit A)
Date of First Use: 11/16/84
Registered: 01/25/94

Gooch - *LA ROSA and Design – Regn. No. 1396003
Date of First Use: 09/00/14
Registered: 06/03/86

*NWP has two LA BELLA ROSA pending applications and Gooch has five additional LA ROSA trademarks, however, a cancellation proceeding was initiated by Gooch on the basis of the above marks.

BACKGROUND

- Gooch registered the LA ROSA trademark and design in 1986 claiming first use as early as 1914.
- Hershey Foods Corporation, the predecessor of NWP, registered the LA BELLA ROSA trademark in 1994, some 10 years after acquiring the American Beauty Macaroni Company.

- LA BELLA ROSA was first used by the American Beauty Macaroni Company in connection with dry pasta as early as 1958.
- Immediately prior to the dispute arising, the principal use of the LA BELLA ROSA trademark by Hershey was on product sold in California; and Gooch's use of the LA ROSA mark was used on product sold mainly in the Great Lakes/upper mid-west region.
- Prior to the current dispute, the trademarks co-existed with no objections from either party.
- In 1996 Hershey expanded its use of the LA BELLA ROSA mark to other Spanish speaking communities outside of California, principally along the Mexican border; and it also revised its trademark, adding a rose design (Exhibit B).
- In 1996, or shortly thereafter, Gooch also expanded the distribution of the LA ROSA brand.
- As a result of the above changes, Gooch filed a Petition for Cancellation of the LA BELLA ROSA and Design trademark (Regn. No. 1818079) on March 20, 1997; Gooch also filed opposition proceedings against two trademark applications filed by Hershey in 1996 and 1997. One of these opposition proceedings was later consolidated with the cancellation proceedings.
- Since 1997 the parties have spent significant sums of money and still have not resolved this matter.
- In May of 2000 Gooch filed a motion to suspend the consolidated cancellation and opposition proceedings pending the disposition of ongoing settlement discussions.
- If this matter is not resolved shortly, the trademark proceedings will be re-commenced and both parties will incur additional expenses, mainly in attorney's fees.

PROPOSED SETTLEMENT

- Hershey, prior to the acquisition by NWP, significantly changed its LA BELLA ROSA trademark on packaging, and combined the use of the LA BELLA ROSA trademark with the AMERICAN BEAUTY trademark (Exhibit C). Also attached is a copy of the AMERICAN BEAUTY packaging (Exhibit D).
- A settlement proposal was previously offered by Hershey but it appears that it was not seriously considered by either party.
- In light of the revised scope of use of the LA ROSA trademark by Gooch and the revisions made by Hershey/NWP to the LA BELLA ROSA trademark, I propose we reconsider the settlement proposal that has been on the table for some time.

In the interest of resolving this dispute, NWP extends an offer to settle this matter on the following terms:

- NWP will amend and/or file new applications with the Patent and Trademark Office to add the trademark AMERICAN BEAUTY to the LA BELLA ROSA trademark, similar to the current packaging being used.

- NWP will abandon the current registration for LA BELLA ROSA and Design (Regn. No. 1818079) once the new filings are approved by the PTO.
- Gooch will agree not to challenge the amended or new filings relating to the above terms.

Tim, I think this is a good settlement for both parties for the following reasons:

- NWP, through its predecessors in interest, have used the LA BELLA ROSA mark for nearly 40 years without objection from Gooch and without any evidence of actual confusion.
- NWP has already taken steps to dramatically change its packaging by combining the LA BELLA ROSA mark with the AMERICAN BEAUTY mark and removed all other references on the packaging to the LA BELLA ROSA mark.
- NWP's current LA BELLA ROSA product sales are primarily focused in the southwest, along the Mexican border, and these sales do not overlap with Gooch's sales of its LA ROSA product in the Wisconsin and Missouri areas.
- There are numerous trademarks already registered by third parties that utilize the term LA ROSA.
- Both parties will incur significant litigation costs if we proceed to trial.

I would like to reiterate the importance of your intimate involvement with the resolution of these proceedings. Outside counsel principally handled this matter in the past and, in my opinion, their involvement has further delayed the proceedings and settlement discussions. I believe that with your close involvement we can work through this matter and resolve it with minimal costs and in a way that is beneficial to both parties.

As a lawyer, I need to state that nothing in this letter should be construed as a waiver, relinquishment or election of rights or remedies by NWP. NWP expressly reserves all rights and remedies under all applicable federal and state laws.

Thanks for your involvement and I look forward to talking with you after you have had an opportunity to review this letter.

Sincerely,

Mark E Kemmer

attachments

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 5th day of October, 2001, a copy of the foregoing Motion to Extend Discovery and Testimony Periods and Affidavit of Kathleen S. Purcell was served via postage paid, first class mail upon:

Frank S. Presta, Esq.
Joseph S. Presta, Esq.
Nixon & Vanderhye P.C.
1100 North Glebe Road
11th Floor
Arlington, VA 22201-4714
(703) 816-4000

W. Jeffry Jamouneau, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
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William H Oldach III

William H. Oldach III