

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

11-18-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

American Italian Pasta Company, )  
)  
Petitioner, )  
)  
v. )  
)  
Homestead, Inc. & New World Pasta )  
Company, )  
Respondent )

Cancellation No. 26,165 (parent)  
Opposition No. 107,599  
Opposition No. 110,644

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Trademarks Box 1745 2900 Crystal Drive, Arlington, VA 22202-3513, on this 14 day of November, 2002.

HOVEY WILLIAMS LLP  
By: *Jana Mahbura*

POWER OF ATTORNEY

Petitioner American Italian Pasta Company ( to be substituted as Petitioner and counterclaim Respondent as assignee of the asserted and challenged registrations in accordance with the Motion for Substitution pursuant to TMBP 512 submitted contemporaneously herewith) by and through the undersigned officer thereof, hereby revokes all previous powers of attorney and appoints the law firm of HOVEY WILLIAMS LLP, 2405 Grand Boulevard, Suite 400, Kansas City, Missouri 64108, telephone number 816-474-9050 as the address to whom all communications in the above-captioned matter, and hereby appoints each of the following attorneys associated with said firm, and of the same address, individually and collectively, its attorneys, with full power of substitution and revocation, to transact business in the U.S. Patent and Trademark Office in connection herewith: Robert D. Hovey, Warren N. Williams, Stephen D. Timmons, John M. Collins, Thomas H. Van Hoozer, Thomas B. Luebbering, Andrew G. Colombo, Scott R. Brown, Jill D. Singer, Tracy L. Bornman, Tracey S. Truitt, David V. Ayres, Gerhard P. Shipley, Kameron D. Kelly, Gregory J. Skoch, Leslie L. Lawson, Shraddha A. Upadhyaya and Jason E. Gorden.

Please direct all correspondence to Thomas H. Van Hoozer at the above-listed address.

AMERICAN ITALIAN PASTA COMPANY

By: J.S. White, CEO

Date: 11/13/02

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the above and foregoing Power of Attorney was served via first class mail, postage prepaid this 14<sup>th</sup> day of November, 2002 upon

Cory M. Amron  
William H. Oldach III  
Vorys, Sater, Seymour and Pease LLP  
1828 L Street, N.W.  
Eleventh Floor  
Washington, D.C. 20036

Thomas H. Van Hooy

RECORDATION  
TRADEMARK

11-18-2002  
U.S. Patent & TMO/TM Mail Rpt Dc #01

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademark

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Gooch Foods, Inc.  
Archer-Daniels-Midland Company

- Individual(s)
- General Partnership
- Corporation - State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date:

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

A. Trademark Application No.(s)  
See Exhibit A

2. Name and address of receiving party(ies):

Name: American Italian Pasta Company  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Briarcliff One  
Address: 4100 North Mulberry Drive  
City: Kansas City State: MO Zip: 64116

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- 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

B. Trademark Registration No.(s)  
See Exhibit A

Additional number(s) attached  Yes  No

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

Name: Wade Kerrigan

Internal Address: \_\_\_\_\_

Blackwell Sanders Peper Martin LLP

Street Address: 2300 Main, Suite 1000

City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$ \_\_\_\_\_

- Enclosed
  - Authorized to be charged to deposit account
- If insufficient, please debit Deposit Account Number  
8. Deposit account number:: 11-0160

(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.

Wade Kerrigan

Name of Person Signing

Signature

10/3/02

Date

Total number of pages including cover sheet, attachments and document

6

## TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of this 30th day of September, 2002 by and among GOOCH FOODS, INC., a Delaware corporation, and ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation (collectively, "Assignor"), and AMERICAN ITALIAN PASTA COMPANY, a Delaware corporation ("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, pursuant to, and in connection with the transactions contemplated by, the Asset Purchase Agreement, dated as of September 3<sup>rd</sup>, 2002 between the parties (the "Purchase Agreement"), Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Marks, subject to the terms and conditions hereof; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Marks, the related registrations or applications and the goodwill associated therewith (collectively, the "Trademark Rights").

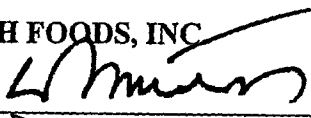
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. For the consideration of the terms set forth in the aforementioned 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. 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.
3. Assignor further warrants that the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.
4. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the 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 Purchase Agreement.

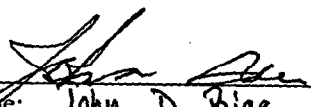
IN WITNESS WHEREOF, the parties have executed this Assignment and Agreement as of the day and year first above written.

**ASSIGNOR:**

**GOOCH FOODS, INC**

By:   
Name: David J. Smith  
Title: Vice President

**ARCHER-DANIELS-MIDLAND COMPANY**

By:   
Name: John D. Rice  
Title: Senior Vice President

**ASSIGNEE:**

**AMERICAN ITALIAN PASTA COMPANY**

By: \_\_\_\_\_  
David E. Watson  
Executive Vice President – Operations and  
Corporate Development

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

**ASSIGNOR:**

**GOOCH FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ARCHER-DANIELS-MIDLAND COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**AMERICAN ITALIAN PASTA COMPANY**

By: David E. Watson  
David E. Watson  
Executive Vice President – Operations and  
Corporate Development

**Exhibit A**

**Marks**

1. LaRosa, United States Trademark Registration, Number 1,396,003
2. LaRosa & Design, United States Trademark Registration, Number 313,418
3. LaRosa & Design, United States Trademark Registration, Number 651,541
4. LaRosa & Design, United States Trademark Registration, Number 1,390,117
5. LaRosa & Design, United States Trademark Registration, Number 389,868
6. LaRosa (stylized), United States Trademark Registration, Number 623,193
7. Martha Gooch, United States Trademark Application, Number 76/215,503
8. Martha Gooch & Design, United States Trademark Registration, Number 771,221
9. Old Amish, United States Trademark Application, Number 612,720

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

GOOCH FOODS, INC., )

Petitioner, )

v. )

HOMESTEAD, INC. and NEW WORLD )  
PASTA COMPANY, )

Respondent. )

Cancellation No. 26,165 (parent)

Opposition No. 107,599

Opposition No. 110,644

11-18-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

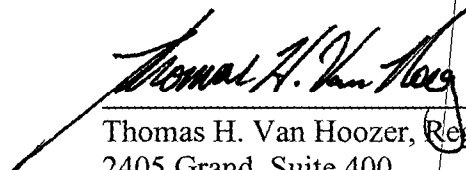
MOTION TO SUBSTITUTE

In view of the assignment of the registrations involved in the above-captioned cancellation and opposition proceedings, Petitioner and counterclaim Respondent, Gooch Foods, Inc. hereby moves to substitute American Italian Pasta Company as the Petitioner and counterclaim Respondent pursuant to TMBP 512.10. The assignment attached hereto transferred interest of the registrations from Gooch Foods, Inc. to American Italian Pasta Company and was filed with the Trademark Office Assignment Records on October 3, 2002.

Respectfully submitted,

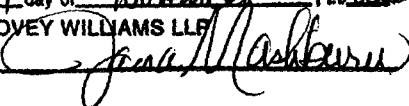
HOVEY WILLIAMS LLP

Dated: November 14, 2002

  
Thomas H. Van Hoozer, Reg. No. 32,761

2405 Grand, Suite 400  
Kansas City, MO 64108  
816/474-9050

ATTORNEYS FOR GOOCH FOODS, INC.  
and AMERICAN ITALIAN PASTA COMPANY

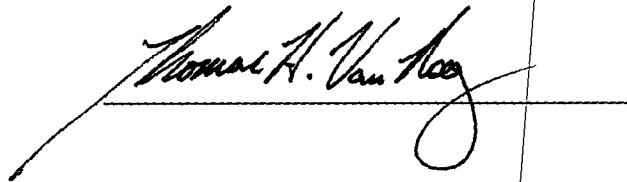
I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Trademarks Box TTAB 2900 Crystal Drive, Arlington, VA 22202-3513, on this 14 day of November, 2002  
HOVEY WILLIAMS LLP  
By: 



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the above and foregoing Motion to Substitute was served via first class mail, postage prepaid on this 14<sup>th</sup> day of November, 2002 upon

Cory M. Amron  
William H. Oldach III  
Vorys, Sater, Seymour and Pease LLP  
1828 L Street, N.W.  
Eleventh Floor  
Washington, D.C. 20036

A handwritten signature in cursive script, reading "Thomas A. Van Arman", is written over a horizontal line. The signature is written in black ink and is positioned to the right of the typed address.

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patent

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Gooch Foods, Inc.  
Archer-Daniels-Midland Company

address of receiving party(ies):

American Italian Pasta Company

11-18-2002  
U.S. Patent & TMO/TM Mail Rcpt Dt. #01

- Individual(s)
- General Partnership
- Corporation - State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Street Briarcliff One  
Address: 4100 North Mulberry Drive  
City: Kansas City State: MO Zip: 64116

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date:

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

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

A. Trademark Application No.(s)

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional number(s) attached  Yes  No

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

Name: Wade Kerrigan

Internal Address:

Blackwell Sanders Peper Martin LLP

Street Address: 2300 Main, Suite 1000

City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41)..... \$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

If insufficient, please debit Deposit Account Number

8. Deposit account number: 11-0160

(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.

Wade Kerrigan

Name of Person Signing

Signature

10/3/02

Date

Total number of pages including cover sheet, attachments and document

6

## TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of this 30th day of September, 2002 by and among GOOCH FOODS, INC., a Delaware corporation, and ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation (collectively, "Assignor"), and AMERICAN ITALIAN PASTA COMPANY, a Delaware corporation ("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, pursuant to, and in connection with the transactions contemplated by, the Asset Purchase Agreement, dated as of September 30, 2002 between the parties (the "Purchase Agreement"), Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Marks, subject to the terms and conditions hereof; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Marks, the related registrations or applications and the goodwill associated therewith (collectively, the "Trademark Rights").

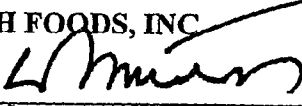
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. For the consideration of the terms set forth in the aforementioned 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. 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.
3. Assignor further warrants that the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.
4. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the 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 Purchase Agreement.


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

**ASSIGNOR:**

**GOOCH FOODS, INC**

By:   
Name: David J. Smith  
Title: Vice President

**ARCHER-DANIELS-MIDLAND COMPANY**

By:   
Name: John D. Rice  
Title: Senior Vice President

**ASSIGNEE:**

**AMERICAN ITALIAN PASTA COMPANY**

By: \_\_\_\_\_  
David E. Watson  
Executive Vice President – Operations and  
Corporate Development

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

**ASSIGNOR:**

**GOOCH FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ARCHER-DANIELS-MIDLAND COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**AMERICAN ITALIAN PASTA COMPANY**

By: David E. Watson  
David E. Watson  
Executive Vice President – Operations and  
Corporate Development

**Exhibit A**

**Marks**

1. LaRosa, United States Trademark Registration, Number 1,396,003
2. LaRosa & Design, United States Trademark Registration, Number 313,418
3. LaRosa & Design, United States Trademark Registration, Number 651,541
4. LaRosa & Design, United States Trademark Registration, Number 1,390,117
5. LaRosa & Design, United States Trademark Registration, Number 389,868
6. LaRosa (stylized), United States Trademark Registration, Number 623,193
7. Martha Gooch, United States Trademark Application, Number 76/215,503
8. Martha Gooch & Design, United States Trademark Registration, Number 771,221
9. Old Amish, United States Trademark Application, Number 612,720

TTAB

LAW OFFICES  
**Hovey Williams LLP**

A LIMITED LIABILITY PARTNERSHIP  
OF PROFESSIONAL CORPORATIONS

ESTABLISHED 1929

INTELLECTUAL PROPERTY LAW  
U.S. & FOREIGN PATENTS,  
TRADEMARKS, COPYRIGHTS  
& UNFAIR COMPETITION CAUSES

2405 GRAND BOULEVARD  
SUITE 400  
KANSAS CITY, MO. 64108-2519

TELEPHONE 816-474-9050  
FACSIMILE 816-474-9057

www.hoveywilliams.com  
November 14, 2002

JILL D. SINGER  
TRACY L. BORNMAN  
TRACEY S. TRUITT  
DAVID V. AYRES\*  
GERHARD P. SHIPLEY  
KAMERON D. KELLY\*\*\*  
GREGORY J. SKOCH\*  
LESLIE L. LAWSON  
SHRADDHA UPADHYAYA\*\*\*\*

DAVID TERRELL, PATENT AGENT

ROBERT D. HOVEY, P. C.\*  
WARREN N. WILLIAMS, P. C.  
STEPHEN D. TIMMONS, P. C.  
JOHN M. COLLINS, P. C.  
THOMAS H. VAN HOOZER, P. C.\*  
THOMAS B. LUEBBERING, P. C.  
ANDREW G. COLOMBO, P. C.  
SCOTT R. BROWN, P. C.\*\*

\*ADMITTED IN MISSOURI AND KANSAS  
\*\*ADMITTED IN MISSOURI AND CALIFORNIA  
\*\*\*ADMITTED IN MISSOURI, KANSAS AND OKLAHOMA  
\*\*\*\*ADMITTED IN MARYLAND ONLY

11-18-2002  
U.S. Patent & TMO/TM Mail Rcpt Dt. #01

Hon. Commissioner for Patents and Trademarks  
BOX TTAB  
2900 Crystal Drive  
Arlington, VA 22202-3513

Re: **Power of Attorney; Cancellation No. 26,165 (parent);  
Opposition No. 107,599; Opposition No. 110,644**

Dear Sir:

Petitioner/Opposer and counterclaim Respondent, American Italian Pasta Company, submits herewith a new Power of Attorney. A motion to substitute parties is being filed simultaneously with this Board, which request the substitution of American Italian Pasta Company for Gooch Foods, Inc., the original Petitioner/Opposer in the proceedings. The motion to substitute was based on an assignment from Gooch Foods, Inc. to American Italian Pasta Company of the registrations at issue in the proceeding. The Assignment was filed with the Trademark Office Assignment Records on October 3, 2002, however, formal recording has not be complied. Copies of the Recordation Form Cover Sheet and the supporting Assignment documents have been enclosed.

Respectfully submitted,

**HOVEY WILLIAMS LLP**

*Thomas H. Van Hoozer*

Thomas H. Van Hoozer, Reg. No. 32,761  
2405 Grand Bouelvard, Suite 400  
Kansas City, MO 64108  
816/474-9050

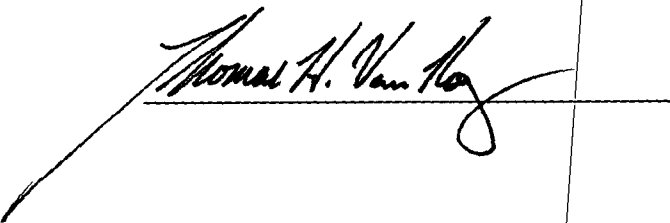
ATTORNEYS FOR GOOCH FOODS, INC.  
and AMERICAN ITALIAN PASTA COMPANY

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Trademarks Box TTAB 2900 Crystal Drive, Arlington, VA 22202-3513, on this 14 day of November, 2002  
HOVEY WILLIAMS LLP  
By Jana Masikura

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the above and foregoing was served via first class mail, postage prepaid this 14<sup>th</sup> day of November, 2002 upon

Cory M. Amron  
William H. Oldach III  
Vorys, Sater, Seymour and Pease LLP  
1828 L Street, N.W.  
Eleventh Floor  
Washington, D.C. 20036

  
\_\_\_\_\_