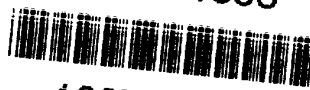


MLP  
5-14-98

RECORDATION FORM COV  
**TRADEMARKS**

05-20-1998



COMMERCE  
Trademark Office

100714559

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original unrecorded hereof.

1. Name of conveying party(ies):

Manchester Acquisition Corp.  
(to be renamed Jac Pac Foods, Ltd.)

- 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: 5/7/98

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

Name: General Electric Capital Corporation

Internal Address: Suite 2700

Street Address: 10 S. LaSalle

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- 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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,747,258	1,084,145
1,103,529	1,104,405
1,602,605	1,092,577
732,809	1,190,839

Additional numbers attached?  Yes  No

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

Name: Linda Kastner

Internal Address: Latham & Watkins

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

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

8

7. Total fee (37 CFR 3.41):..... \$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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 an attached copy is a true copy of the original document.

Linda R. Kastner

Name of Person Signing

Signature

5/12/98

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

1

0000238 11747258  
05/19/98 T10011

**SCHEDULE I**  
**to**  
**JPF TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations:**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Angelina's	1,747,258	1/19/93
Black Gold	1,103,529	10/3/78
Endless	1,602,605	6/19/90
Good Servings	732,809	6/12/62
Grandisco	37,960(NH)	Renewed 5/11/97
Jac Pac	1,084,145	1/31/78
Lovitt's	1,104,405	10/17/78
Shaved Steak	1,092,577	5/30/78
Sunset Strip	1,190,839	2/23/82

**Trademark Applications:**

The Food Technology Company

What's Possible With Protein

**Trademark Licenses:**

1. Agreement with Mepro, Inc. for use of trademarks "Bernard", "Chef Bernard", and "Black Diamond"
2. Agreement with Sysco Corporation, giving Sysco a license to use the trademark "Black Diamond"

JAC PAC TRADEMARK SECURITY AGREEMENT

JAC PAC TRADEMARK SECURITY AGREEMENT, dated as of May 7, 1998, by MANCHESTER ACQUISITION CORP., to be renamed Jac Pac Foods, Ltd., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Iowa Ham Canning, Inc., an Iowa corporation, and International Trading Company, Ltd., a Texas limited partnership, (f/k/a Houston Processing Limited), as Borrowers, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder and Amendment to Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Jac Pac Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 4 hereof, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

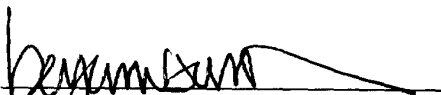
3. SECURITY AGREEMENT. The security interests granted pursuant to this Jac Pac Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTENT-TO-USE APPLICATIONS. Notwithstanding anything herein to the contrary, this Jac Pac Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but, rather, if and so long as Grantor's Intent-to-Use Application is pending, this Jac Pac Trademark Security Agreement shall operate only to create a security interest for collateral purposes in favor of Agent for the ratable benefit of Lenders, on such Intent-to-Use Applications as collateral security for the Obligations.

[Signature page follows]

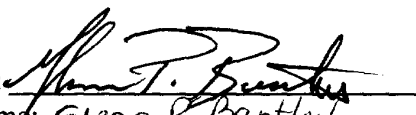
IN WITNESS WHEREOF, Grantor has caused this Jac Pac Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANCHESTER ACQUISITION CORP.  
as Grantor

By:   
Name: Benjamin J. Warren  
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Glenn P. Bartley  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
COUNTY OF New York ) ss.

On this 6 day of May, 1998 before me personally appeared Benjamin Warr, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Manchester Acquisition Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Iliana Lopez  
Notary Public

**ILIANA LOPEZ**  
Notary Public, State of New York  
No. 24-4996252  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires May 11, 2000