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06-03-1998

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Pa

100726772

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Jac Pac Foods, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- 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: May 7, 1998

2. Name and address of receiving party(ies)

Name: Manchester Acquisition Corp.

Internal Address:

Street Address: 3100 Canal

City: Houston State: TX ZIP: 77003

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

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of Person Signing

Laura Konrath
Signature

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

10

MRD 6-1-98

06/03/1998 1747
01 FD-481 Date
02 FD-482

Continuation
Item 7

SCHEDULE A

TRADEMARKS

TRADEMARK REGISTRATIONS

- Angelina's, U.S. Registration No. 1,747,258
- Black Gold, U.S. Registration No. 1,103,529
- Endless, U.S. Registration No. 1,602,605
- Good Servings, U.S. Registration No. 732,809
- Grandisco, New Hampshire Registration No. 37,960 (New Hampshire Trade Name)
- Jac Pac, U.S. Registration No. 1,084,145
- Lovitt's, U.S. Registration No. 1,104,405
- Shaved Steak, U.S. Registration No. 1,092,577
- Sunset Strip, U.S. Registration No. 1,190,839

PENDING APPLICATIONS FOR TRADEMARK REGISTRATION

- The Food Technology Company, Serial No. 75/402911
- What's Possible With Protein, Serial No. 75/456159

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made May 7, 1998 by Jac Pac Foods, Ltd., a New Hampshire corporation ("Seller"), to Manchester Acquisition Corp., a Delaware corporation ("Purchaser"), pursuant to the Asset Purchase Agreement, dated March 31, 1998 (the "Asset Purchase Agreement"), between Seller and Purchaser.

WHEREAS, Seller has adopted and used in its business the trademarks set forth on the attached Schedule A; and

WHEREAS, Purchaser is desirous of acquiring the trademarks set forth on the attached Schedule A and any registrations thereof and applications therefore (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration paid by Purchaser to Seller pursuant to the Asset Purchase Agreement at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and deliver to Purchaser, its successors and assigns, the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, all of the foregoing to be held and enjoyed by Purchaser for its own use and for the use of its successors, assigns or other legal representatives, together with all claims for damages by reason of past, present and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this transfer to Purchaser had not been made.

Seller hereby agrees to execute all such documents as may be required, for each designated jurisdiction, to transfer and record the transfer in each such jurisdiction of any Trademark application or Trademark registration.

Seller hereby appoints and constitutes Purchaser as attorney-in-fact for Seller with respect to the transfer of title of any of the Trademarks. Purchaser's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Trademarks, and to take any other actions necessary or incident to the powers granted to Purchaser in this Trademark Assignment.

This instrument shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Seller and its successors and assigns.

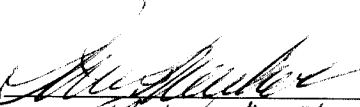
IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivery as of the date first above written.

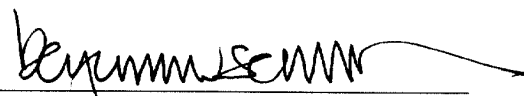
Assignor:

Assignee:

JAC PAC FOODS, LTD.

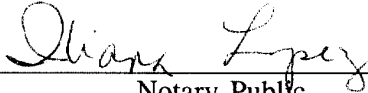
MANCHESTER ACQUISITION CORP.

By: 
Name: KEVIN MUSKAN
Title: CEO

By: 
Name: BENJAMIN S. WARREN
Title: PRESIDENT/CEO

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

On the 6th day of May 1998, before me personally came **Irwin Muskat** to me known, who, before me duly sworn, did depose and say that he is the **President** of Jac Pac Foods, Ltd., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



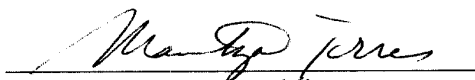
Notary Public

[Notarial Seal]

ILJANA LOPEZ
Notary Public, State of New York
No. 24-4898252
Qualified in New York County
Certificate Filed in New York County
Commission Expires May 11, 2000

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

On the 6th day of May 1998, before me personally came **Benjamin S. Warren** to me known, who, before me duly sworn, did depose and say that he is **President and Chief Executive Officer of Manchester Acquisition Corp.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

[Notarial Seal]

MARITZA TORRES
Notary Public, State of New York
No. 01TO606623
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires Sept. 22, 1998