

RECORDATION FORM CC
TRADEMARKS

04-18-2000

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Trademark Office



03-14-2000

U.S. Patent & Trademark Office Mail Rpt Dt. #11

Department of Patents and Trademarks: Please rec

101324208

copy thereof.

1. Name of conveying party(ies):
 General Electric Capital Corporation, as agent

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State NY
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Manchester Acquisition Corp.
 Internal Address: _____
 Street Address: 163 Hancock St.
 City: Manchester State: NH ZIP: _____

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

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

Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademark

Execution Date: February 7, 2000

Application number(s) or patent number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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: 8

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

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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

[Signature]
 Signature

2/18/00
 Date

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignment

Continuation
Item 4

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"

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of FEBRUARY 7, 2000 by General Electric Capital Corporation, as Agent ("GECC").

WHEREAS, GECC and Manchester Acquisition Corp., to be renamed as Jac Pac Foods, Ltd. ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of May 7, 1998;

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on May 14, 1998 at Reel 1727, Frame 0876 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

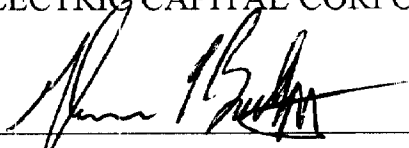
(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
AS AGENT

By: 
Name: ANDREW P. HASTY
Title: VICE PRESIDENT

SCHEDULE A

TO

RELEASE OF TRADEMARKS

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