

RELEASE OF PATENTS

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

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

WHEREAS, the Patent Security Agreement granted, assigned and conveyed to GECC for collateral purposes all of Borrower's right, title and interest in and to certain patents, patent registrations and patent applications (the "Patents") including, without limitation, the Patents listed on Schedule A attached hereto as security for certain obligations of Borrower to GECC (the "Obligations");

WHEREAS, GECC recorded the Patent Security Agreement on May 14, 1998 at Reel 9178, Frame 0241 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 Patents.

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

GECC hereby, without representation, warranty or recourse, fully releases, terminates, assigns to and reinvests in Borrower all of GECC's right, title, interest and liens granted by the Patent Security Agreement in and on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all Patents 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 of 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 and future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; and

(b) 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 Patents or of any license with respect thereto.

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

SCHEDULE A

Patent Registrations:

1. Portion Controlled Sliced Cooked Whole Muscle Meat Product - Issued 7/14/87; U.S. Patent No. 4,680,187; expires 12/17/05
2. Portion Controlled Sliced Fresh Whole Muscle Meat Product - Issued 7/14/87; U.S. Patent No. 4,680,186; expires 12/17/05
3. Portion Pre-Sliced Roast Beef Product and Process - Issued 11/9/94; U.S. Patent No. 4,574,087

Patent Applications:

None

Patent Licenses:

None

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