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To the Honorable Commissioner of Patents and Trademarks, 1000 Jefferson Building, Washington, DC 20590. Enclosed are the original documents or copy thereof.

1. Name of conveying party(ies):
 Heller Financial, Inc.
 500 W. Monroe Street
 Chicago, IL 60661

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
 Name: FSI/MFP, Inc. (c/o Frozen Specialties, Inc.)
 Internal Address: _____
 Street Address: 720 Barre Road
 City: Archbold State: Ohio ZIP: 43502

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release from Security Agreement

Execution Date: May 19, 2000

If assignee is not domiciled in the United States, a domestic designation is _____ Yes No
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)		
	<u>1,249,154</u>	1,261,356	1,367,216
	1,593,255	1,817,503	1,720,533
	1,870,710	1,903,731	
Additional numbers	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

Name: Robert H. Earp, III
Benesch, Friedlander, Coplan & Aronoff
 Internal Address: _____

 Street Address: 2300 BP America Building
200 Public Square
 City: Cleveland State: OH ZIP: 44114

6. Total number of applications and patents involved:..... 8

7. Total fee (37 CFR 3.41):.....\$ \$215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2051
 (Attach duplicate copy of this page if paying by deposit account)

10/11/2000 WTHA11 00000135 1249154 DO NOT USE THIS SPACE

9. Statement and signature. For 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.

40.00 DP
175.00 DP

Robert H. Earp, III [Signature] Sept. 1, 2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 8

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AGREEMENT

This Termination and Release of Trademark Collateral Security Agreement (this "**Termination and Release Agreement**") is dated as of May 14, 2000 and is entered into by and among Heller Financial, Inc., as Lender (as defined in the Credit Agreement referred to below), and FSI/MFP, Inc. ("**Matlaws**" or "**Grantor**"). Reference is hereby made to that certain Trademark Security Agreement dated as of September 26, 1997 and recorded with the United States Patent and Trademark Office March 6, 1998 in the trademark records at Reel 1703, Frame 0610, between Lender and Matlaw's (the "**Security Agreement**"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Security Agreement.

SECTION 1. Termination of Security Agreement and Security Interest.

Lender hereby notifies, acknowledges to and agrees with the Grantor that effective upon the receipt by Lender of (x) a pay-off letter (the "**Pay-Off Letter**") countersigned by Matlaws and Lender under that certain Credit Agreement dated as of September 26, 1997, between Matlaws and the Lender, as amended to the date hereof (the "**Credit Agreement**"), (y) the Pay-Off Amount (as such term is defined in the Pay-Off Letter), (i) the Security Agreement is hereby terminated, (ii) the security interest granted by Grantor to Lender pursuant to the terms of the Security Agreement in all of Grantor's right, title and interest in, to and under the trademarks and other collateral described in clauses (a) through (c) below (collectively, the "**Collateral**"), is terminated and released, and (iii) Lender hereby releases and forever discharges all of its right, title or interest of any kind or nature granted, assigned or conveyed pursuant to the Security Agreement in the Grantor's trademark, including, without limitation, its rights, title and interest to any of the following, whether presently existing or hereafter arising or acquired:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations, continuations-in-part, divisions, reexaminations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(c) 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 registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademarks registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark, Trademark registration or trademark licensed under any Trademark License.

SECTION 2. GOVERNING LAW. THIS TERMINATION AND RELEASE AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 3. Miscellaneous, Definitions.

(a) This Termination and Release Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Release Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Termination and Release Agreement.

(b) As used in this Termination and Release Agreement, the following terms have the following meanings:

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any trademark, including, without limitation, the agreements described in Schedule 1.

“Trademarks” means, collectively, all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any political subdivision of any thereof, including, without limitation, those described in Schedule 1; (b) all reissues, extensions and renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (d) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lender and the Grantor have caused this Termination and Release Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

HELLER FINANCIAL, INC., as Lender

By: 
Name: Kathleen M. Bird
Title: Vice President

Acknowledged and agreed:
FSI/MFP, INC.

By: 
Name:
Title:

**SCHEDULE 1
TO
TERMINATION AND RELEASE OF
TRADEMARK COLLATERAL SECURITY AGREEMENT**

COUNTRY	Mark	Serial No.	Filed	Reg. No.	Reg. Date
United States	Pizza Bites	366,085	05/24/82	1,261,358	12/13/83
United States	Matlaw's	272,128	07/28/80	1,249,154	08/23/83
Canada	Matlaw's	605,228	04/19/88	355,104	04/28/89
United States	Egg Roll Bites	497,193	08/30/84	1,367,218	10/22/85
Canada	Egg Roll Bites	605,227	04/19/88	355,103	04/29/89
United States	Island Cottage	271,691	05/04/92	1,617,503	01/28/94
United States	Crab Bites	271,688	05/04/92	1,870,710	12/27/94
United States	Pizza-Fingers	460,976	11/22/93	1,903,731	07/04/95
United States	Pizza Bites	815,427	07/28/89	1,593,255	04/24/90
United States	Egg Roll Bites	202,802	09/12/91	1,720,533	09/29/92