

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wisconsin Cheeseman, Inc.		04/17/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	Wisconsin Food Gift Company LLC
Street Address:	301 Broadway Drive
City:	Sun Prairie
State/Country:	WISCONSIN
Postal Code:	53590
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3072353	DUO DELIGHTS
Registration Number:	1950271	HEART OF WISCONSIN
Registration Number:	1890051	TRINKETS
Registration Number:	1892291	TRINKETS
Registration Number:	1907516	GRACE RUSH
Registration Number:	1745968	COCONUT ISLANDS
Registration Number:	1463789	SCOTTIE
Registration Number:	1376135	SCOTT'S
Registration Number:	1359507	PECANBACKS
Registration Number:	1357054	NUTTY PLEASURES
Registration Number:	1374929	SCOTT'S OF WISCONSIN
Registration Number:	1064573	MILLE-LACS GOURMET FOODS
Registration Number:	1033311	THE WISCONSIN CHEESEMAN
Registration Number:	3200933	SCOTT'S

CH \$365.00 3072353

CORRESPONDENCE DATA

Fax Number: (312)655-1501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3126551500
Email: jakdocket@welshkatz.com
Correspondent Name: Julie A. Katz
Address Line 1: 120 S. Riverside Plaza
Address Line 2: 22nd Floor
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	3283/101247
NAME OF SUBMITTER:	Julie A. Katz
Signature:	/jak/
Date:	04/20/2007

Total Attachments: 102

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and effective as of April 17, 2007 among Wisconsin Food Gift Company LLC, a Wisconsin limited liability company (“Buyer”), The Wisconsin Cheeseman, Inc., a Wisconsin corporation (“Company”), and the undersigned shareholders of Company (individually, a “Shareholder” and collectively, the “Shareholders”).

WHEREAS, Company is engaged in the manufacture and processing of chocolates, cheese spreads, jams, jellies, preserves and other food products and the design, production, assembly, marketing, sale and delivery of gift packs of cheeses, sausages, hams, jams, jellies, preserves, chocolate candies, fruit cakes and other food products and other gift items and merchandise (the “Business”); and

WHEREAS, Company conducts the Business at its facilities located at 301 Broadway Drive, Sun Prairie, Wisconsin 53590 and 1500 Clarmar Drive, Sun Prairie, Wisconsin 53590 (collectively, the “Facilities”); and

WHEREAS, Buyer desires to purchase from Company, Company desires to sell to Buyer, and Shareholders desire to cause Company to sell to Buyer, substantially all of the assets of Company, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings set forth in Section 8.18.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants set forth in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1. Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Company shall, on the Closing Date, sell, convey, assign, transfer and deliver to Buyer, and Buyer shall, on the Closing Date, purchase and acquire from Company, all of the assets, rights, properties, claims, contracts, business and goodwill of Company (of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued, contingent or otherwise, wherever situated) (collectively, the “Purchased Assets”). The Purchased Assets shall include the following rights, assets and other items:

- (a) Cash. All cash and cash equivalents.
- (b) Property. All real property and tangible personal property.
- (c) Inventory. All inventories of raw materials, work-in-process and finished goods (including all such in transit, whether to or from Company), and all parts, supplies and components held for sale, together with related packaging materials (collectively, the “Inventory”).
- (d) Trade Rights. All rights in, to and under Trade Rights (collectively, the “Company Trade Rights”).
- (e) Contracts. Subject to Section 1.5, all rights in, to and under (i) those oral and written contracts, purchase orders, sales orders, licenses, leases and other agreements, arrangements and understandings (collectively, “Contracts”) described in Schedule 3.15, (ii) all other Contracts entered into by Company in the ordinary course of the Business that are of the type or kind required to be disclosed in Schedule 3.15 as a result of subclauses (b), (c) and (d) of Section 3.15 but are not disclosed solely because they fall below the minimum threshold amount, term or materiality of the disclosures required by the terms of subclauses (b), (c) and (d) of Section 3.15 to be set forth in Schedule 3.15 and (iii) those Contracts that Company and Shareholders did not disclose in Schedule

3.15 in violation of the terms of this Agreement if Buyer delivers written notice to Appointed Agent indicating that Buyer will accept Company's rights in, to and under such Contracts, in each case other than the Excluded Contracts (collectively, the "Assumed Contracts").

(f) Permits; Records. All licenses, permits, approvals, certifications, consents and listings (including those described in Schedule 3.12(b)), and all books, records, files or other embodiments of information, whether relating to past, current or future operations.

(g) Notes and Accounts Receivable. All notes, accounts receivable (including unbilled receivables) and other rights to payment and the full benefit of all related security (collectively, the "Transferred Receivables").

(h) Employee Plan/Agreement Insurance Policies. All of Company's rights in, to and under insurance policies and contracts of Company that fund or provide the benefits of the Employee Plans/Agreements assumed by Buyer under Schedule 5.2(b) (the "Employee Plan/Agreement Insurance Policies") and all prepaid items and expenses related to such Employee Plan/Agreement Insurance Policies.

(i) General Intangibles. All advance payments, all prepaid expenses, all causes of action, claims, rights and privileges against third parties (including manufacturer and seller warranties), all attorney-client privileges and rights related thereto, except to the extent such privileges and rights relate to an Excluded Asset or Excluded Liability, and all other intangible rights and assets, including all goodwill associated with the Business and the Purchased Assets.

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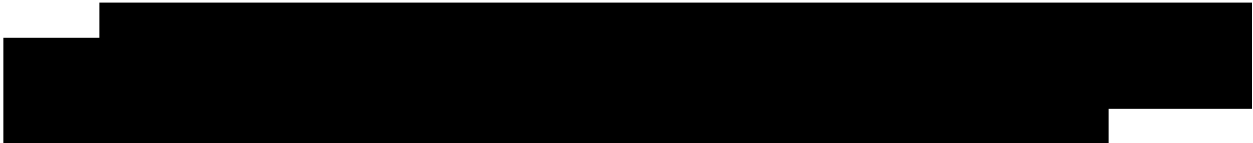
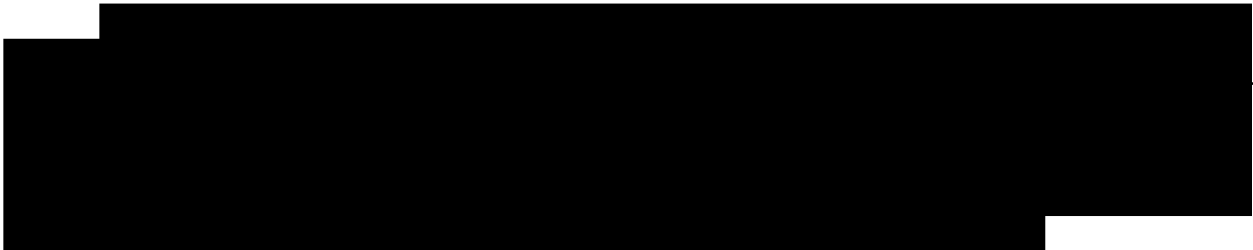
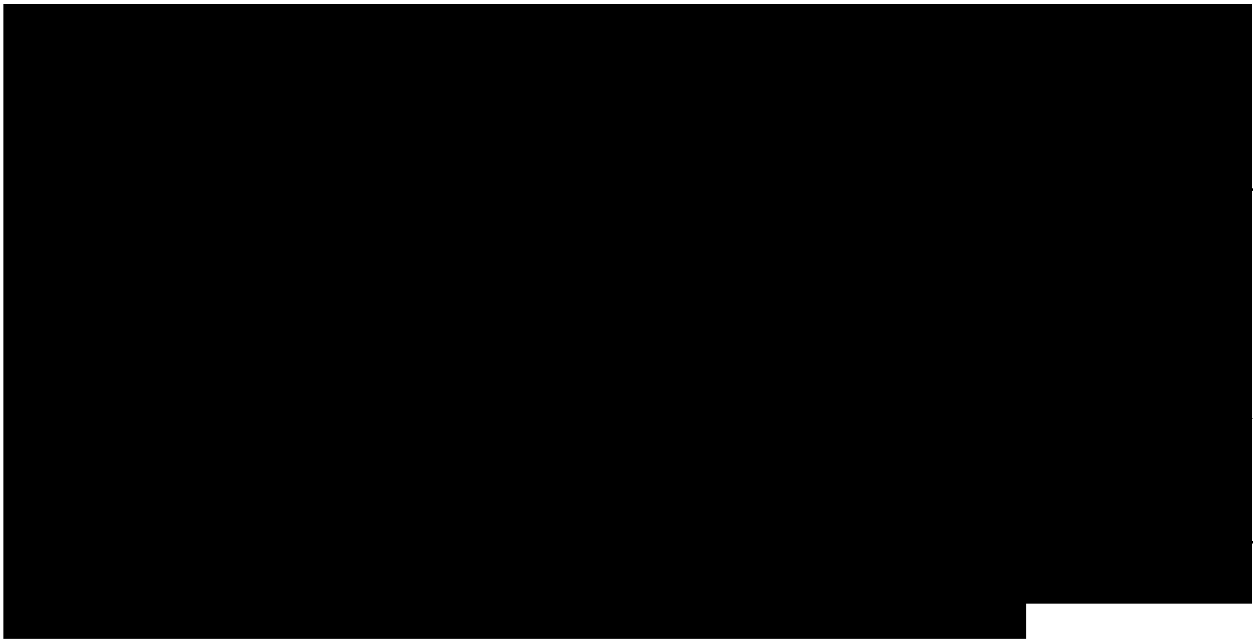
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3.20. Trade Rights. Schedule 3.20 contains a correct and complete list of all of the Company Trade Rights (to the extent susceptible to listing), specifying which of the Company Trade Rights are registered and the jurisdictions in which such Company Trade Rights are registered. All registrations and applications relating to the Company Trade Rights have been properly made, filed and maintained, and all annuity, maintenance, renewal and other fees relating to registrations or applications are current. Company is not infringing and has not infringed any Trade Rights of another, nor, to Company's knowledge, is there any basis upon which a claim or challenge for infringement could be made. To Company's knowledge, (a) no person or entity is infringing or has infringed any of the Company Trade Rights and (b) there is no pending patent applications belonging to others that would be infringed through the conduct of the Business if a patent that included such claims were granted on such pending applications. Except as set forth in Schedule 3.20, no person or entity other than Company has any right to use any of the Company Trade Rights, and in its conduct of the Business, Company does not pay any royalties or other consideration for the

right to use any Trade Rights of others. All Trade Rights that are used by Company are valid, enforceable and in good standing, and there are no equitable defenses to enforcement based on any act or omission of Company. To conduct the Business, Company does not require any Trade Rights that it does not already have. Company has maintained the confidentiality of all of the Company Trade Rights to the extent necessary to maintain all proprietary rights therein. The consummation of the transactions contemplated hereby will not alter or impair any of the Company Trade Rights.

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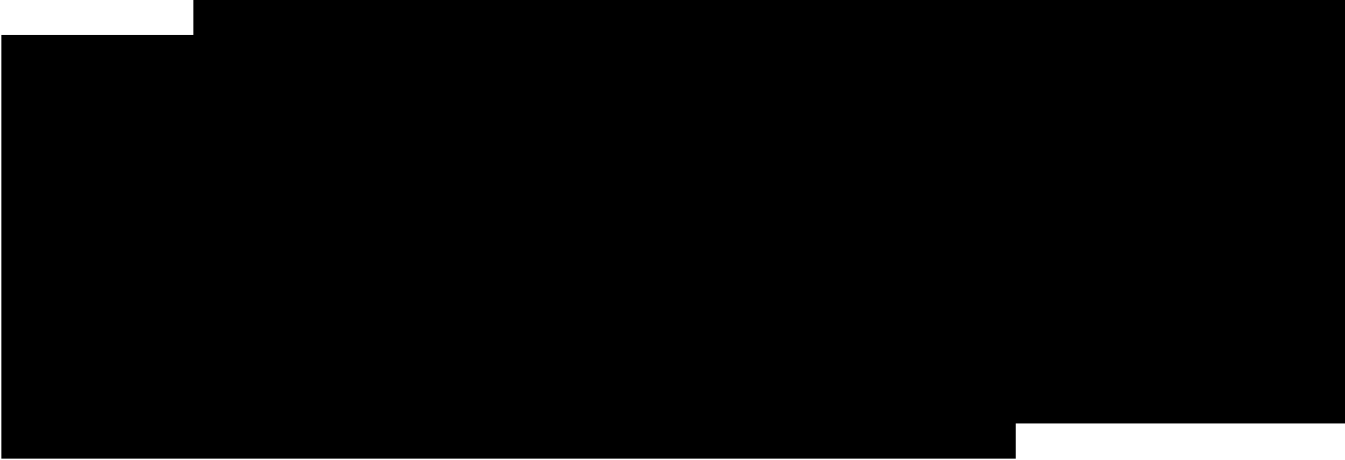
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(x) “Trade Rights” means rights in the following: (i) all trademark rights, business identifiers, trade dress, service marks, trade names, domain names and brand names; (ii) all copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all patents and all proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, computer source codes, programs and other software (including all machine readable code, printed listings of code, documentation and related property and information), trade secrets, websites, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property; and (vi) all registrations of any of the foregoing, all applications therefor, all goodwill associated with any of the foregoing and all claims for infringement or breach thereof.

[REDACTED]

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IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute and deliver this Asset Purchase Agreement as of the day and year first written above.

WISCONSIN FOOD GIFT COMPANY LLC

By: 
Gary A. Ricco, President

THE WISCONSIN CHEESEMAN, INC.

By: _____
Holly L. Cremer, Chairman

SHAREHOLDERS:

HOLLY L. CREMER LIVING TRUST

By: U.S. Bank N.A., trustee

By: _____
Gerald W. Everard, Vice-President

FRANCES H. CREMER SECOND RESTATED LIVING TRUST

By: U.S. Bank N.A., Co-trustee

By: _____
Gerald W. Everard, Vice-President

By: _____
Holly L. Cremer, Co-Trustee

BONNIE CREMER LAVIRON LIVING TRUST

By: U.S. Bank N.A., trustee

By: _____
Gerald W. Everard, Vice-President

SCOTT G. CREMER REVOCABLE LIVING TRUST

By: U.S. Bank N.A., trustee

By: _____
Gerald W. Everard, Vice-President

APPOINTED AGENT:

Holly L. Cremer

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute and deliver this Asset Purchase Agreement as of the day and year first written above.

WISCONSIN FOOD GIFT COMPANY LLC

By: _____
Gary A. Ricco, President

THE WISCONSIN CHEESEMAN, INC.

By: HL Cremer
Holly L. Cremer, Chairman

SHAREHOLDERS:

HOLLY L. CREMER LIVING TRUST

By: U.S. Bank N.A., trustee

By: Gerald W. Everard
Gerald W. Everard, Vice-President

FRANCES H. CREMER SECOND RESTATED LIVING TRUST

By: U.S. Bank N.A., Co-trustee

By: Gerald W. Everard
Gerald W. Everard, Vice-President

By: HL Cremer
Holly L. Cremer, Co-Trustee

BONNIE CREMER LAVIRON LIVING TRUST

By: U.S. Bank N.A., trustee

By: Gerald W. Everard
Gerald W. Everard, Vice-President

SCOTT G. CREMER REVOCABLE LIVING TRUST

By: U.S. Bank N.A., trustee

By: Gerald W. Everard
Gerald W. Everard, Vice-President

APPOINTED AGENT:

HL Cremer
Holly L. Cremer

SCHEDULES

Schedule	3.1	Licensed or Qualified Jurisdictions
Schedule	3.2	Shareholders
Schedule	3.4	Consents
Schedule	3.5	Financial Statements
Schedule	3.7	Transferred Receivables
Schedule	3.9	Certain Changes
Schedule	3.10	Undisclosed Liabilities
Schedule	3.11	Pending or Threatened Litigation
Schedule	3.12(a)	Non-Compliance with Laws and Orders
Schedule	3.12(b)	Licenses and Permits
Schedule	3.12(c)	Environmental Matters
Schedule	3.13(a)	Permitted Liens
Schedule	3.13(c)	Real Property
Schedule	3.14	Insurance Policies
Schedule	3.15	Contracts and Commitments
Schedule	3.18(a)	Employee Benefits
Schedule	3.18(d)	Binding Commitments
Schedule	3.19	Employees
Schedule	3.20	Trade Rights
Schedule	3.21(a)	10 Largest Customers
Schedule	3.21(b)	10 Largest Suppliers
Schedule	3.21(c)	Dealers and Distributors
Schedule	3.22	Standard Warranties of Sale
Schedule	3.23	Related Party Agreements
Schedule	3.24	Assets and Services Necessary to Business
Schedule	5.2(b)	Assumed Employee Plans and Agreements
Schedule	7.2(g)	Closing Consents



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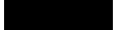

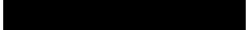

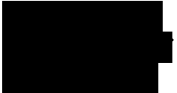



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SCHEDULE 3.20
TRADE RIGHTS

UNITED STATES TRADEMARKS

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER	ENCUMBRANCES / NOTES
DUO DELIGHTS	3,072,353	03/28/2006	Registered	The Wisconsin Cheeseman, Inc.	
HEART OF WISCONSIN	1,950,271	01/23/1996	Registered	The Wisconsin Cheeseman, Inc.	
TRINKETS	1,890,051	04/18/1995	Registered	The Wisconsin Cheeseman Inc.	
	1,892,291	05/02/1995	Registered	The Wisconsin Cheeseman Inc.	
GRACE RUSH	1,907,516	07/25/1995	Registered	The Wisconsin Cheeseman Inc.	
COCONUT ISLANDS	1,745,968	01/12/1993	Registered	The Wisconsin Cheeseman, Inc.	
SCOTTIE	1,463,789	11/03/1987	Registered	The Wisconsin Cheeseman, Inc.	
SCOTT'S	1,376,135	12/17/1985	Registered	The Wisconsin Cheeseman, Inc.	
PECANBACKS	1,359,507	09/10/1985	Registered	The Wisconsin Cheeseman, Inc.	
NUTTY PLEASURES	1,357,054	08/27/1985	Registered	The Wisconsin Cheeseman, Inc.	
SCOTT'S OF WISCONSIN	1,374,929	12/10/1985	Registered	The Wisconsin Cheeseman, Inc.	
MILLE-LACS GOURMET FOODS	1,064,573	04/26/1977	Registered	The Wisconsin Cheeseman, Inc.	
THE WISCONSIN CHEESEMAN	1,033,311	02/10/1976	Registered	The Wisconsin Cheeseman, Inc.	
SCOTT'S	3,200,933	01/23/2007	Registered	The Wisconsin Cheeseman, Inc.	

Trademarks – United States Common Law	
Trademark	Goods
ALMONDBACKS	Chocolate covered caramel and almonds
CASHEWBACKS	Chocolate covered caramel and cashews
DAIRY DUMPLIN	Chocolates
DEGENEVE	Chocolates
DELICIOUS FISHES	Chocolates
LUXUREEZ	Fruit flavored bark
MACBACKS	Chocolate covered caramel and macademia nuts

Trademarks – United States Common Law	
Trademark	Goods
PERFECT PAWS	Chocolates
REINDEER FEED	Pralines and crème crunch
SCOTT’S OF WISCONSIN and Design	Cheese and cold pack cheese food
SMILING FACE	Chocolates

UNITED STATES COPYRIGHTS

TITLE	REG. NO.	REG. DATE	STATUS	OWNER	ENCUMBRANCES/ NOTES
SNOWVILLE BAKING SODA HOLDER	VA1354282	03/07/2005	Registered	Scott’s of Wisconsin, a division of the Wisconsin Cheeseman, Inc.	
SNOWVILLE (gift wrap)	VA1303123	03/04/2005	Registered	Scott’s of Wisconsin, a division of the Wisconsin Cheeseman, Inc.	
SNOWVILLE (tea light holder)	VA1300654	03/08/2005	Registered	Scotts of Wisconsin, a division of the Wisconsin Cheeseman, Inc.	
SNOWVILLE (greeting cards)	VA1244777	03/07/2005	Registered	Scotts of Wisconsin, a division of the Wisconsin Cheeseman, Inc.	

DOMAIN NAME	OWNER
wisconsincheeseman.com	The Wisconsin Cheeseman, Inc.
millelacsgourmetfoods.com	The Wisconsin Cheeseman, Inc.
scottsfundraising.com	The Wisconsin Cheeseman, Inc.

License Agreements

1. License Agreement among Scott’s of Wisconsin, Lainey Daniels and Linda McDonald, Inc. dated as of April 6, 2005 and amended as of March 23, 2006. One License terminates on August 31, 2008 and 3 other Licenses terminate on July 6, 2009.
2. Email License Agreement between Scott’s of Wisconsin and Maredy dated as of August 10, 2006. This agreement expires after the Fall 2009 catalog.
3. License Agreement between Scott’s of Wisconsin and Masterfoods USA (a division of Mars, Incorporated) dated as of August 1, 2004. This agreement expires December 31, 2007.

4. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Meier Creative dated as of June 1, 2006. This agreement expires December 31, 2007.
5. License Agreement among Scott's of Wisconsin, Kathy Hatch Designs and Marty H. Segelbaum, Inc. (d/b/a MHS Licensing) dated as of April 1, 2006 and amended as of May 19, 2006 and further amended as of July 12, 2006. This agreement expires December 31, 2008.
6. Mille Lacs Gourmet Foods License Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods Broker) and Northern Country Gifts dated as of August 26, 2005. There is no term provided in this agreement.
7. Mille Lacs Gourmet Foods License Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods Broker) and Nunes & Associates dated as of August 17, 2005. There is no term provided in this agreement.
8. Mille Lacs Gourmet Foods License Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods Broker) and Persinichety's LLC dated as of September 1, 2005. There is no term provided in this agreement.
9. Mille Lacs Gourmet Foods License Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods Broker) and Periwinkle's Gifts, Inc. dated as of November 12, 2005. There is no term provided in this agreement.
10. Mille Lacs Gourmet Foods License Agreement among The Wisconsin Cheeseman, Inc., Scott's of Wisconsin (d/b/a Mille Lacs Gourmet Foods Broker) and Prestige Fundraising, Inc. dated as of November 16, 2004. There is no term provided in this agreement.
11. Licensing Agreement between Scott's of Wisconsin and Eleanor Rahim dated as of March 22, 2006. This agreement expires July 31, 2008.
12. Licensing Agreement between Scott's of Wisconsin and Eleanor Rahim dated as of March 8, 2005. This agreement expires July 31, 2007.
13. Art Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Tricia Santry dated as of December 1, 2005. This agreement expires December 31, 2007.
14. Sub-License Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Marisol Sarrazin Productions Inc. dated as of April 1, 2004 and amended as of December 19, 2005. This agreement expires August 30, 2007.
15. Mille Lacs Gourmet Foods License Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods Broker) and Sugar Tree Farms dated as of October 21, 2003. There is no term provided in this agreement.

16. Licensing Agreement between Scott's of Wisconsin and Barb Tourtillotte dated as of June 23, 2006. This agreement expires June 30, 2008.
17. Licensing Agreement between Scott's of Wisconsin and Barb Tourtillotte dated as of April 19, 2006. This agreement expires July 31, 2009.
18. Licensing Agreement between Scott's of Wisconsin and Barb Tourtillotte dated as of November 15, 2005. This agreement expires December 31, 2007.
19. Licensing Agreement between Scott's of Wisconsin and Barb Tourtillotte dated as of February 1, 2005. This agreement expires November 30, 2007.
20. Licensing Agreement between Scott's of Wisconsin and Barb Tourtillotte dated as of October 1, 2004. This agreement expires July 31, 2007.
21. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs MP Co. and Scott's of Wisconsin) and Mr. Z's Fundraising Corporation dated as of November 2, 2004. There is no term provided in this agreement.
22. Limited Art Usage Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Alamy Limited, UK dated as of March 23, 2004. There is no term provided in this agreement.
23. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin and Mille Lacs MP Co.) and Angel Delights dated as of May 8, 2000. There is no term provided in this agreement.
24. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Debra Jordan Bryan dated as of January 27, 2003. There is no term provided in this agreement.
25. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Children of the Inner Light, Inc. dated as of May 31, 2004 and amended as of January 20, 2006. This agreement expires December 31, 2008.
26. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Carol Eldridge dated as of July 11, 2000 and amended as of May 15, 2006. This agreement expires Spring 2008 with option for renewal.
27. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods) and The Frederick Basket Company, Inc. dated as of October 12, 2006. There is no term provided in this agreement.
28. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Alan Giana & Company, LLC dated as of September 1, 2006. This agreement expires December 31, 2007.

29. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Alan Giana & Company, LLC dated as of March 22, 2006. This agreement expires July 31, 2009.
30. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Alan Giana & Company, LLC dated as of January 16, 2005. This agreement expires June 30, 2008.
31. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods) and Gift Baskets by Andrea dated as of July 5, 2005. There is no term provided in this agreement.
32. License Invoice between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Michelle Holford dated as of June 13, 2005. This agreement expires June 12, 2008.
33. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Vicky Howard dated as of February 11, 2004. This agreement expires March 31, 2008.
34. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Mille Lacs Gourmet Foods) and JT Enterprises dated as of September 25, 2004. There is no term provided in this agreement.
35. Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin and Mille Lacs MP Co.) and Langley Products, LLC dated as of November 11, 2004. There is no term provided in this agreement.
36. Master Licensing Agreement between The Wisconsin Cheeseman, Inc. (d/b/a Scott's of Wisconsin) and Art Licensing Properties, LLC (d/b/a Bentley Licensing Group) dated as of August 1, 2001. This agreement expires June 30, 2008.

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¹ Great American Opportunities was a customer of Prize Company which has subsequently ceased doing business.

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