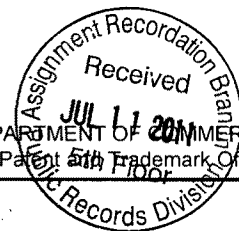


07/11/2011

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103628649

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Michael S. Polsky, as Court-appointed Receiver of Wisconsin Food Gift Company, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Receiver
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 6, 2011

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Mille Lacs Food LLC

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 301 Broadway

City: Sun Prairie

State: Wisconsin

Country: USA Zip: 53590

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship Wisconsin  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,950,271 and 1,064,573

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Heart of Wisconsin  
Mille-Lacs Gourmet Foods

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

Name: Nancy B. Johnson

Internal Address: \_\_\_\_\_

Street Address: One E. Milwaukee St.  
P.O. Box 1148

City: Janesville

State: WI Zip: 53547-1148

Phone Number: 608-756-4141

Fax Number: 608-756-9000

Email Address: njohnson@brennansteil.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged to deposit account
  - Enclosed
- Refund Ref: 07/12/2011 AMULLINS 0000174051  
CHECK Refund Total: \$15.00

8. Payment Information:

07/12/2011 AMULLINS 00000020 1950271  
Deposit Account Number \_\_\_\_\_  
01 FC:8521 40.00  
Authorized Signature \_\_\_\_\_ 25.00

9. Signature: Nancy B. Johnson  
Signature

6/30/11  
Date

Nancy B. Johnson, Attorney for Receiving Party  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT OF TRADEMARK

Michael S. Polsky ("ASSIGNOR") hereby represents that he is the owner of the following intellectual property rights of Wisconsin Food Gift Company, LLC d/b/a Wisconsin Cheeseman, Mille Lacs Gourmet Food and Scott's Fundraising Resource by virtue of a Court Order assigning such right to Assignor, a copy of which is attached hereto as Exhibit A.

Assignor hereby sells, assigns and transfers unto Mille Lacs Food LLC, a Wisconsin limited liability company, 301 Broadway, Prairie, WI 53590, United States Of America ("ASSIGNEE") any and all rights to issued and claimed trademarks, trade dress and trade names (worldwide) owned by Wisconsin Food Gift Company, LLC, together with the goodwill of the business registered by such trademarks, trade dress and trade names, and any registrations of such trademarks, trade dress and trade names, including, but not limited to, the trademarks identified in Exhibit B, and any formatives or derivatives thereof.

This Assignment of all trade names, trade dress and trademarks of Assignor is intended to include all right, title and interest in and to any trade names, trade dress and trademarks, whether by common law or otherwise, and is meant to include all trademarks, trade dress and trade name rights, both foreign and domestic.

Assignor will assist Assignee in all filings, applications, renewals, perfections, confirmations or other necessary documentation with respect to these trademark, trade dress and trade name rights, both foreign and domestic. Assignor agrees to execute all documents necessary at the request of Assignee at any time at or after the date of this Assignment. The Assignor hereby agrees that this Assignment and copies thereof may be recorded in the United States Patent and Trademark Office.

The consideration for this Assignment are the funds paid by Mid-West Dairymen's Co.(sole Member of Assignee) to Rabin Worldwide on behalf of Assignor pursuant to a Guaranteed Sale Agreement between Rabin Worldwide and Assignor, and is also in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged.

Dated at Milwaukee, Wisconsin this 6<sup>th</sup> day of May, 2011.

ASSIGNOR

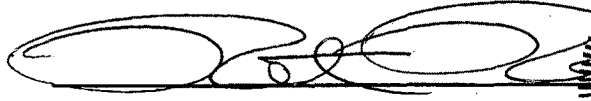
MICHAEL S. POLSKY, RECEIVER



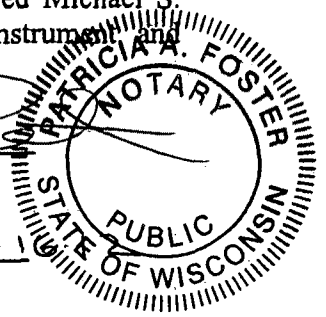
**Acknowledgment**

State of Wisconsin        )  
                                  ) ss  
County of Milwaukee     )

Personally came before me this 6<sup>th</sup> day of <sup>May</sup>~~April~~, 2011, the above named Michael S. Polsky, to me known to be the person who executed the foregoing instrument, and acknowledged the same.



Notary Public, Milwaukee County, WI  
My Commission: EXPIRES 12-16







STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY |

In re:

WISCONSIN FOOD GIFT COMPANY, LLC,  
d/b/a Wisconsin Cheeseman, Mille Lacs Gourmet  
Foods and Scott's Fundraising Resource,

Case No.: **11CV0784**  
Case Code: 30304

Assignor.

**ORDER APPOINTING RECEIVER, ENJOINING CREDITORS FROM  
PROCEEDINGS AGAINST ASSIGNOR, AND GRANTING OTHER RELIEF**

Michael S. Polsky, Esq., having filed in this Court the original Assignment for the Benefit of Creditors (the "Assignment") made and duly executed by a duly authorized representative of Wisconsin Food Gift Company, LLC (the "Assignor"), and having filed in these proceedings his acceptance of said Assignment in accordance with Wis. Stat. § 128.05, and having filed a Petition for the Appointment of a Receiver:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. That Michael S. Polsky, Esq., Two Plaza East, 330 East Kilbourn Avenue, Suite 1085, Milwaukee, Wisconsin 53202 (the "Receiver"), is hereby appointed as Receiver of Assignor, whose principal place of business is located in Sun Prairie, Wisconsin, the Receiver having all of the usual powers vested in him pursuant to Chapter 128 of the Wisconsin Statutes, and the laws applicable thereto. The Receiver is hereby appointed as an officer of the Court and shall have immunity from personal liability as is afforded such officers under Wisconsin law, including, but not limited to immunity from personal liability for acts or omissions undertaken as Receiver within the scope of his authority as set forth herein or as otherwise defined by law or by statute. In addition, the Receiver may not be sued without the prior permission of this Court.

2. That the Receiver shall obtain a surety bond in the sum of \$10,000 and the Receiver is further directed to file said surety bond with the Court.

3. The Receiver shall give notice of this Assignment to all known creditors of Assignor, by mail, and by publication as a Class III Notice under Chapter 985 of the Wisconsin Statutes, in Dane County, and shall further give notice to the following government agencies: Internal Revenue Service, Wisconsin Department of Revenue, Wisconsin Department of Workforce Development, and the local municipality. Said notice shall direct all creditors to file their claims within three (3) months of the date of the notice with this Court to the attention of the Clerk of Court, Dane County Courthouse, 215 South Hamilton Street, Madison, Wisconsin 53703. That all creditors not filing their claims within said time shall be precluded and barred from participating in any dividend payable to creditors.

4. That Assignor, its agents, directors, officers and employees, are hereby enjoined and restrained from transferring, encumbering or otherwise disposing of any assets of Assignor.

5. That all creditors of Assignor are hereby enjoined and restrained from: (a) commencing any action or prosecuting any other action now pending other than in these proceedings; (b) enforcing against Assignor or its property any judgment; and (c) taking any action to collect or recover a claim against Assignor.

6. That within ten (10) days of this Order Assignor shall file a verified list of the assets and liabilities of Assignor and shall turn over all books and records of Assignor to the Receiver, except as modified by any subsequent Order entered in these proceedings.

7. That the Receiver is hereby authorized to employ an accountant to prepare any necessary tax returns, subject to the prior consent of Cole Taylor Bank.

8. That the Receiver is hereby authorized to sell any and all property of the Assignor free and clear of all liens, with all liens attaching to the proceeds of sale in the order of their priority, through public or private proceedings, in a commercially reasonable manner, subject to the prior consent of Cole Taylor Bank and the approval of the Court.

9. That he be authorized to assume plan sponsor responsibility for Assignor's Profit Sharing and/or 401(k) Plan as successor to Assignor, if applicable.

10. That he be authorized to assume fiduciary responsibility for Assignor's 401(k) Plan (the "Plan") and its assets; this authority includes, but is not limited to, the authority to terminate the fiduciary status of previous fiduciaries; to direct third party administrator and/or other related service providers; to direct the payment of expenses associated with final administration and termination of the Plan; to direct distributions to participants from the Plan's assets; to terminate the Plan, and to take such other and further actions as the Receiver in his discretion deems advisable under the circumstances.

11. That the Receiver is hereby authorized to use Cole Taylor Bank and/or Park Bank Milwaukee as depositories of any funds which may come into the possession of the Receiver in the liquidation of the Assignor, with operation of such depository accounts to be in accordance with the terms of that certain Financing Agreement by and between Assignor and Cole Taylor Bank.

12. That the Receiver may apply for such other and further relief as is appropriate under the circumstances.

Dated this 16 day of February, 2011.

BY THE COURT:

  
Circuit Court Judge

**EXHIBIT B**

MARK	CLASS	LIST OF GOODS	REGIS.NO.	DATE OF REGIS.
HEART OF WISCONSIN	029	Sausages, cheeses, jams, jellies and fruit preserves	1,950,271	1/23/1996
	030	Chocolates, mustards and bakery goods		
MILLE-LACS GOURMET FOODS	029	Cheeses	1,064,573	4/26/1977
	030	Rices, seasonings, table syrups, and pancake mixes		



## ASSIGNMENT OF TRADEMARK

Michael S. Polsky ("ASSIGNOR") hereby represents that he is the owner of the following intellectual property rights of Wisconsin Food Gift Company, LLC d/b/a Wisconsin Cheeseman, Mille Lacs Gourmet Food and Scott's Fundraising Resource by virtue of a Court Order assigning such right to Assignor, a copy of which is attached hereto as Exhibit A.

Assignor hereby sells, assigns and transfers unto Mille Lacs Food LLC, a Wisconsin limited liability company, 301 Broadway, Prairie, WI 53590, United States Of America ("ASSIGNEE") any and all rights to issued and claimed trademarks, trade dress and trade names (worldwide) owned by Wisconsin Food Gift Company, LLC, together with the goodwill of the business registered by such trademarks, trade dress and trade names, and any registrations of such trademarks, trade dress and trade names, including, but not limited to, the trademarks identified in Exhibit B, and any formatives or derivatives thereof.

This Assignment of all trade names, trade dress and trademarks of Assignor is intended to include all right, title and interest in and to any trade names, trade dress and trademarks, whether by common law or otherwise, and is meant to include all trademarks, trade dress and trade name rights, both foreign and domestic.

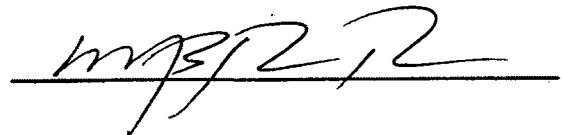
Assignor will assist Assignee in all filings, applications, renewals, perfections, confirmations or other necessary documentation with respect to these trademark, trade dress and trade name rights, both foreign and domestic. Assignor agrees to execute all documents necessary at the request of Assignee at any time at or after the date of this Assignment. The Assignor hereby agrees that this Assignment and copies thereof may be recorded in the United States Patent and Trademark Office.

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Dated at Milwaukee, Wisconsin this 6<sup>th</sup> day of May, 2011.

ASSIGNOR

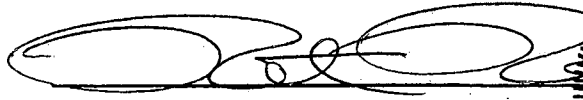
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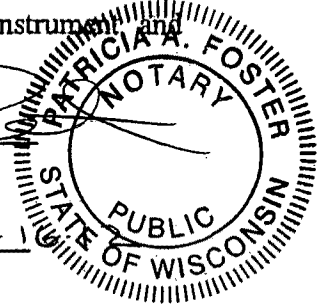
**Acknowledgment**

State of Wisconsin            )  
  ) ss  
County of Milwaukee         )

Personally came before me this 6<sup>th</sup> day of <sup>May</sup>~~April~~, 2011, the above named Michael S. Polsky, to me known to be the person who executed the foregoing instrument, and acknowledged the same.



Notary Public, Milwaukee County, WI  
My Commission: EXPIRES 12-16







STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

In re:

WISCONSIN FOOD GIFT COMPANY, LLC,  
d/b/a Wisconsin Cheeseman, Mille Lacs Gourmet  
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Case No.: **11CV0784**  
Case Code: 30304

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BY THE COURT:

  
Circuit Court Judge

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