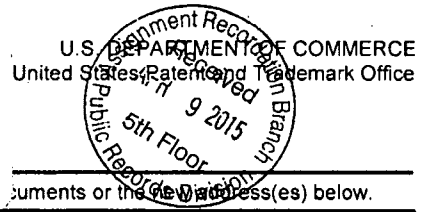


04/09/2015



4-9-15

REI



103671894

To the Director of the U. S. Patent and Tr

Documents or the (e) (es) below.

1. Name of conveying party(ies):

Dennis Tonak, President of Mille Lacs Foods, LLC n/k/a HOW, LLC

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

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 30, 2015

- 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: Schullsburg Creamery II, LLC

Street Address: 208 West Water Street

City: Schullsburg

State: WI

Country: USA Zip: 53586

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC 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) Text

B. Trademark Registration No.(s)

1,950,271

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

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

Name: Nancy B. Johnson; Brennan Steil S.C.

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

Street Address: One E. Milwaukee St.

City: Janesville

State: WI Zip: 53545

Phone Number: 608-756-4141

Docket Number: \_\_\_\_\_

Email Address: njohnson@brennansteil.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/09/2015 DTINBERL 00000002 1950271

Deposit Account Number \_\_\_\_\_ 40.00 OP

Authorized User Name \_\_\_\_\_ 25.00 OP

9. Signature:

*Nancy B. Johnson*  
Signature

4/3/15  
Date

Nancy B. Johnson, Attorney for Mille Lacs Foods LLC

Name of Person Signing

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

4

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

## ASSIGNMENT OF TRADEMARK

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) is made this 30th day of March, 2015 (“Effective date”) by and between Mille Lacs Foods, LLC n/k/a HOW, LLC, a Wisconsin limited liability company with its principal place of business at 208 West Water Street, Shullsburg, WI (“Assignor”) and Shullsburg Creamery II, LLC, a Wisconsin limited liability company with its principal place of business at 208 West Water Street, Shullsburg, WI (“Assignee”).

**WHEREAS**, Assignor is dissolving and transferring certain of its assets to Assignee as of March 30, 2015; and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, “the Mark”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and relinquishes to Assignee, its successors, assigns, and legal representatives Assignor’s entire right, title and interest in and to the Mark, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

**WHEREAS**, Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Mille Lacs Foods, LLC n/k/a HOW, LLC

*Dennis Tonak*

Name: Dennis Tonak  
Title: President

Accepted by:

ASSIGNEE:

Shullsburg Creamery II LLC

*Dennis Tonak*

Name: Dennis Tonak  
Title: President

STATE OF ILLINOIS )  
) SS.  
COUNTY OF WINNEBAGO )

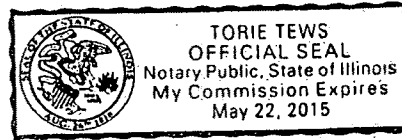
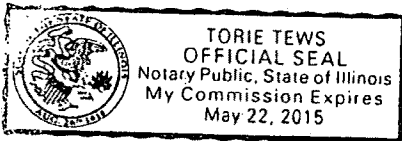
STATE OF ILLINOIS )  
) SS.  
COUNTY OF WINNEBAGO )

On this 30<sup>th</sup> day of March, 2015 there appeared before me Dennis Tonak, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Mille Lacs Foods, LLC n/k/a HOW, LLC.

On this 30<sup>th</sup> day of March, 2015 there appeared before me Dennis Tonak personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Shullsburg Creamery II, LLC.

*Torie Tews*  
Name: Torie Tews  
Notary Public  
My commission expires: May 22, 2015

*Torie Tews*  
Name: Torie Tews  
Notary Public  
My commission expires: May 22, 2015



**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,950,271	1/23/1996	HEART OF WISCONSIN

00690821.DOC