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
U.S. Bank National Association		04/30/2003	INC. ASSOCIATION: DELAWARE

RECEIVING PARTY DATA

Name:	Milk Specialties Company
Street Address:	Illinois and Water Streets
City:	Dundee
State/Country:	ILLINOIS
Postal Code:	60118
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1046477	BERLINER & MARX
Registration Number:	936169	PLUME DE VEAU
Registration Number:	914078	FARMBELT BRAND MEAT PRODUCTS FARMBELT
Registration Number:	1046478	FARMBELT
Registration Number:	794886	PLUME DE VEAU

OP $140.00 1046477

CORRESPONDENCE DATA

Fax Number: (608)283-2275
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 608-257-3501
Email: kateelin@michaelbest.com
Correspondent Name: Kelly Teelin
Address Line 1: 1 South Pinckney Street, Suite 700
Address Line 2: Michael Best & Friedrich LLP
Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	096646-0111
NAME OF SUBMITTER:	Kelly A. Teelin
Signature:	/s/ Kelly A. Teelin
Date:	05/12/2006

Total Attachments: 56
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Document 1

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF WISCONSIN

In the Matter of:

ADELL CORPORATION,

Debtor.

In Bankruptcy No.
02-32637

ORDER APPROVING SALE OF WISCONSIN ASSETS

Upon consideration of the motion of Michael Compton, Plan Trustee for Adell Corporation (the "Debtor"), for an order (the "Sale Order") under sections 105, 363, 365, 1129 and 1146(c) of the Bankruptcy Code (11 U.S.C. §§ 101-1330) and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014 authorizing the Plan Trustee to sell assets, including certain real and personal property as more particularly described in the attached Asset Purchase Agreement ("APA") as it may be modified consistent with this Order which is attached hereto as **Exhibit A** (the "Assets") and as sold pursuant to First Amended Plan of Reorganization of Adell Corporation (the "Plan") confirmed by Court Order entered on April 3, 2003 (the "Confirmation Order"), pursuant to the APA entered into by Plan Trustee with U.S. Bank National Association and including any of its assignees under such Asset Purchase Agreement (the "Buyer"), , upon the terms as outlined therein and according to the Plan and Confirmation Order; and the Court having scheduled a hearing on the Sale as provided in Section 8.6.20 of the Plan for April 17, 2003, at 9:00 a.m. (the "Hearing"); and the Plan Trustee having certified that notice of the Hearing on the Sale Motion was provided; and the Court having found such service of the Sale Motion and the

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notice of the Hearing is sufficient under the circumstances for the purposes of Federal Rules of Bankruptcy Procedure and that no other or further notice is necessary; and the Court having considered all objections to the Sale Motion; and the Court being fully advised in the premises and having considered the relief sought in the Sale Motion and having found good cause to grant the relief requested thereby:

THE COURT MAKES THE FOLLOWING FINDINGS:

A. The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.

B. Venue is proper pursuant to 28 U.S.C. § 1409(a).

C. Determination of the relief requested by the Sale Motion is a "core" proceeding under 28 U.S.C. § 157(b)(2)(A) and (N). The relief requested by the Sale Motion is predicated upon sections 105, 363, 365, 1129 and 1146(c) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014, and is predicated on this Court's confirmation of the Plan, including the sale procedures contained therein.

D. The Plan Trustee has followed the procedures for giving notice of the Sale Motion and the Hearing as set forth in the Plan.

E. Proper, timely, adequate, and sufficient notice of the Hearing has been provided in accordance with section 102(1) of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014, and the Plan, and no further notice of the Sale Motion, the Hearing, or the entry of the Sale Order is required.

F. A reasonable opportunity to object or to be heard regarding the relief requested by the Sale Motion has been afforded to all interested persons and entities, including: (i) all

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persons or entities who claim any liens, claims, encumbrances, or interests against the Assets or the Debtor; (ii) the creditors of the Debtor; (iii) the Committee; (iv) the Office of the United States Trustee; and (v) all other persons or entities filing a written request for notices in this case. Further, a reasonable opportunity has been afforded any interested person or entity to make a higher and better offer to purchase the Assets upon the terms and conditions and within the time period set forth in the Confirmation Order. Finally, the Plan itself outlined sale procedures that were exposed to objection and hearing before the Plan was confirmed.

G. Sale of the Assets pursuant to the Asset Purchase Agreement reflects the exercise of the Plan Trustee's sound business judgment.

H. Approval of the Asset Purchase Agreement and consummation of the sale of the Assets at this time are in the best interests of the Debtor, its creditors, other parties in interest, and of the estate. The Court finds that the sale of the Assets is made pursuant to the Plan.

I. The terms and conditions of the Asset Purchase Agreement are fair and reasonable. The Asset Purchase Agreement represents the highest and best offer for the Assets, and the purchase price for the Assets (the "Purchase Price") is: (i) fair and reasonable; (ii) will provide a greater recovery for the Debtor's creditors than would be provided by any other practical available alternative; and (iii) constitutes reasonably equivalent and fair market value under the Bankruptcy Code and applicable nonbankruptcy law.

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J. The Asset Purchase Agreement was negotiated, proposed, and entered into by the parties without collusion, in good faith, and from "arm's-length" bargaining positions. The Buyer is a good faith buyer, as defined pursuant to section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. The Court is satisfied that the Buyer possesses the financial wherewithal to close the transaction for the amount bid and on the terms of the Asset Purchase Agreement.

K. In the absence of a stay pending appeal, the Buyer will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Asset Purchase Agreement.

L. The transfer of the Assets: (i) are or will be legal, valid, and effective transfers of property of the Debtor's estate to the Buyer; and (ii) vest or will vest the Buyer with all right, title, and interest of the Debtor and Plan Trustee in and to the Assets free and clear of all liens, claims, interests, and encumbrances under section 363(f) of the Bankruptcy Code. Those nondebtor parties with liens, claims, interests, or encumbrances as to the Assets who did not object, or who withdrew their objections, to the Sale Motion or to the Plan are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Any such parties are adequately protected by having their liens, claims, interests, or encumbrances attach to the cash proceeds from the sale of the Assets ultimately attributable to the property against or in which they assert such lien, claim, encumbrance or interest.

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M. Except for those obligations expressly assumed by the Buyer pursuant to the Asset Purchase Agreement, the transfers of the Assets, the assignment of the Assigned Contracts, and the closing of the transactions contemplated by the Asset Purchase Agreement do not and will not subject the Buyer to any debts, liabilities, obligations, commitments, responsibilities, or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtor, any affiliate of Debtor, or any other person by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia applicable to such transactions, and also including without limitation any environmental, warranty, and product liability claims.

N. The sale of the Assets to the Buyer is a prerequisite to the Debtor's ability to consummate the Plan; therefore, the transactions contemplated by this Sale Order and the Asset Purchase Agreement are sales pursuant to a Plan and, accordingly, a transfer pursuant to section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion be, and it hereby is, granted and approved.

2. All objections, if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of right therein, are overruled on the merits.

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3. The terms and conditions of **Exhibit A** ~~with the Court~~, and the transactions contemplated thereby, are hereby approved in all respects. The legal description for the real property transferred as part of the Assets pursuant to the transactions contemplated by the Asset Purchase Agreement is attached hereto as **Exhibit B.**

4. The sale of the Assets pursuant to the Asset Purchase Agreement is hereby authorized and directed under section 363(b) of the Bankruptcy Code and Sections 8.6, 8.6.5 and 8.6.10 of the Plan.

5. Pursuant to sections 363(b) and 105(a) of the Bankruptcy Code, the Plan Trustee is hereby authorized, directed, and empowered to fully assume, perform under, consummate, execute, deliver and implement the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and consummate the transactions approved under this Order, and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession, any or all of the Assets as may be necessary or appropriate to the performance of the obligations contemplated by the Asset Purchase Agreement. The Plan Trustee, Michael Compton, is authorized and directed to execute all documents necessary to consummate and close the transaction that is the subject of this Order.

6. The closing on the transactions contemplated by the Asset Purchase Agreement shall occur pursuant to the terms contained in the Plan and the Asset Purchase Agreement (unless modified by the parties thereunder) (the "Closing Date").

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7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code and Section 8.5 of the Plan, the Assets shall be transferred to the Buyer and upon the closing of the transactions contemplated by the Asset Purchase Agreement shall be free and clear of all liens, claims, encumbrances, or interests of any kind whatsoever, including without limitation any liens, claims, encumbrances, or interests of the United States, any state, municipality, or other governmental unit, and also including without limitation any environmental, warranty, and product liability claims, but excluding the Assumed Liabilities (as defined in the Asset Purchase Agreement), with all such liens, claims encumbrances, or interests of any kind or nature whatsoever subject to any claims or defenses the Debtor may possess with respect thereto to attach to the proceeds of the transactions under the Asset Purchase Agreement in the order of their priority, with the same validity, force, and effect which they now have against the Assets..

8. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, and other present and future claimants holding liens, claims, encumbrances, or interests of any kind or nature whatsoever against or in the Debtor or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Assets, the operation of the Debtor's business prior to the Closing Date, or the transfer of the Assets to the Buyer, including without limitation any environmental, warranty, and product liability claims,

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hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its successors or assigns, its property, or the Assets, such liens, claims, encumbrances or interests.

9. The transfer of the Assets to the Buyer pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of the Assets, and shall vest the Buyer with all right, title, and interest of the Debtor in and to the Assets free and clear of all liens, claims, encumbrances, and interests of any kind or nature whatsoever, including without limitation any environmental, warranty, and product liability claims.

10. The transfer of the Assets pursuant to the Asset Purchase Agreement is a transfer pursuant to section 1146(c) of the Bankruptcy Code in that the transactions under the Asset Purchase Agreement are determined to be under a Plan confirmed under section 1129 of the Bankruptcy Code, and accordingly shall not be taxed under any federal, state, local, municipal or other law imposing or claiming to impose a stamp tax or a sale, transfer, or any other similar tax on any of the Debtor's transfers or sales of real estate, personal property or other assets (including the Assets) owned by it.

11. On or before the Closing Date of the transactions contemplated by the Asset Purchase Agreement, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its liens, claims, encumbrances or interests in the Assets, if any, as such liens, claims, encumbrances and interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing liens, claims, or interests with respect to the Assets shall not have

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delivered to the Plan Trustee prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens, claims, encumbrances, and interests which the person or entity has with respect to the Assets or otherwise, then: (i) the Plan Trustee is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Assets; and (ii) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and interests in the Assets of any kind or nature whatsoever. Upon entry of this Order, the release and termination of liens, claims, encumbrances and interests hereby shall be valid, perfected and enforceable against all parties asserting such liens, claims, encumbrances and interests, without further filing or recording of any document or instrument or the taking of any further actions.

12. This Sale Order: (i) is a determination that, on the Closing Date, all liens, claims, encumbrances, or interests of any kind or nature whatsoever existing with respect to the Assets prior to the closing of the transactions contemplated by the Asset Purchase Agreement have been unconditionally released, discharged, and terminated, and that the conveyances described therein have been effected; and (ii) shall be binding upon and shall govern the acts of all persons or entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of

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law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

13. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

14. Neither the Buyer nor its affiliates, successors or assigns, as a result of any action taken in connection with the purchase of the Assets: (a) is a successor to the Debtor; (b) has, *de facto* or otherwise, merged with or into the Debtor; or (c) is a continuation or substantial continuation of the Debtor or any enterprise of the Debtor.

15. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to the Buyer on or before the Closing Date.

16. Except for the Assumed Liabilities (as defined in the Asset Purchase Agreement), the Buyer shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Asset Purchase Agreement, the Buyer shall not be liable for any claims against the Debtor or any of its predecessors or affiliates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, whether known or unknown, as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, including without limitation any claims against the Debtor, any affiliates of the Debtor, and the Assets for any and all

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environmental, warranty, and product liability claims by any person or entity whatsoever, with respect to the Debtor, of any affiliates of the Debtor, or any obligations of the Debtor or any of its affiliates, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the business prior to the Closing Date. The Buyer shall have no liability for any claim by any person or entity against the Debtor, any affiliates of Debtor, or the Assets which is pending in a court of competent jurisdiction anywhere in the United States or elsewhere as of the Closing Date; rather, any liability as may be established for such claims shall attach only to the proceeds of the Purchase Price according to such claim's priority under applicable law.

17. Under no circumstances shall the Buyer be deemed to be a successor of or to the Debtor for any lien, claim, encumbrance, or interest against or in the Debtor or the Assets of any kind or nature whatsoever. Except for the Assumed Liabilities (as defined in the Asset Purchase Agreement) held by any person or entity, all persons or entities holding any liens, claims, encumbrances, or interests against or in the Debtor or the Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such liens, claims, encumbrances, or interests of any kind or nature whatsoever against the Buyer, its property, its successors and assigns, or the Assets with respect to any lien, claim, encumbrance, or interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtor, its estates, officers, directors, shareholders, or the Assets. Following the Closing Date, no holder of a lien, claim, encumbrance, or interest against the Debtor or the Assets shall interfere with the Buyer's title to or quiet use and enjoyment of the Assets based

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on or related to such lien, claim, encumbrance, or interest, or any actions that the Debtor may take in its chapter 11 case.

18. This Court retains jurisdiction to enforce and implement the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (i) compel delivery of the Assets to the Buyer; (ii) resolve any disputes arising under or related to the Asset Purchase Agreement, except as otherwise provided therein; (iii) interpret, implement, and enforce the provisions of this Sale Order; and (iv) protect the Buyer against any liens, claims, encumbrances, and interests against the Debtor or the Assets, of any kind or nature whatsoever, attaching to the proceeds of the transactions contemplated under the Asset Purchase Agreement.

19. The transfer of the Assets pursuant to the transactions contemplated by the Asset Purchase Agreement shall not subject the Buyer to any liability with respect to the operation of the Debtor's business prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable subordination or successor or transferee liability.

20. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization

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provided herein to consummate the transactions contemplated by the Asset Purchase Agreement shall not affect the validity of such transactions as to the Buyer, unless such authorization is duly stayed pending such appeal.

21. The terms and provisions of the Asset Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, its creditors, and the Plan Trust, as well as the Buyer and their respective affiliates, successors, and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons or entities asserting any liens, claims, encumbrances, or interests against or in the Assets to be sold to the Buyer pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any new or replacement trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

22. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

23. The Asset Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

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24. As provided by Federal Rule of Bankruptcy Procedure 7062, this Sale Order shall be effective and enforceable immediately upon entry. Time is of the essence in closing the transactions contemplated by the Asset Purchase Agreement, and the Plan Trustee and the Buyer intend to close such transactions as soon as possible. Therefore, any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk having their appeal being rendered moot.

25. Following the Closing Date and subject to confidentiality agreements acceptable to Buyer, Buyer shall make available to the Plan Trustee, at the Plan Trustee's expense, business records acquired by Buyer in the sale and transfer to Buyer of the Assets to the extent reasonably requested by the Plan Trustee to complete its tax returns and satisfy other statutory and regulatory requirements imposed on Debtor's business prior to the Closing Date.

Dated this 17th day of April, 2003.

BY THE COURT:

Margaret D. McGarity, Bankruptcy Judge

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EXHIBIT A

See attached Asset Purchase Agreement

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ASSET PURCHASE AGREEMENT

by and between

U.S. BANK NATIONAL ASSOCIATION
("Buyer")

and

ADELL CORPORATION
("Seller")

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2003, by and between U.S. Bank National Association, a national banking association ("Buyer"), and ADELL CORPORATION, a Wisconsin corporation and debtor-in-possession, by the Plan Trustee, Michael Compton, ("Seller").

RECITALS

WHEREAS, Seller is engaged in the manufacture of livestock feed products and whey processing (the "Business"); and

WHEREAS, Seller has filed a voluntary petition for relief commencing a case (the "Chapter 11 Case") under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. sections 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Wisconsin ("Bankruptcy Court"); and

WHEREAS, Buyer desires to purchase and obtain the assignment from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, certain assets of Seller as more particularly described herein, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 105, 363 and 365 of the Bankruptcy Code and of the First Amended Plan of Reorganization of the Seller dated February 28, 2003, as confirmed by the United States Bankruptcy Court for the Eastern District of Wisconsin on April 3, 2003 (the "Plan of Reorganization").

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's rights, title, and interests in and to the Assets, free and clear of any and all liens, liabilities, claims, interests, restrictions on transfer or other encumbrances (hereinafter referred to collectively as the "Encumbrances") except as provided in Section 2.1(d). The term "Assets" means all of those assets listed on Exhibit 1.1.

Except for the Assets described in this Section 1.1 and listed on Exhibit 1.1, all other assets, properties, and rights of Seller shall be retained by Seller and shall not be sold,

transferred or assigned to Buyer in connection with the purchase and sale provided for herein (the "Excluded Assets").

1.2 Assumed Liabilities. Buyer shall assume and/or accept assignment from Seller and thereafter pay, perform, or discharge in accordance with their terms the obligations of Seller, if any, identified in Section 2.1 and on Exhibit 2.1 hereto, so long as such assumption of obligations has been approved by the Bankruptcy Court. The Buyer shall also assume the obligations of Seller under those executory contracts identified on Exhibit 3.2 hereto (the "Executory Contracts") that, by the terms of such Executory Contracts, arise after Closing and relate to periods following the Closing and are to be observed, paid, discharged, or performed, as the case may be, in each case, at any time after the Closing Date all cure amounts agreed to by Buyer in writing as payable in order to effectuate, pursuant to the Bankruptcy Code, the assumption by and assignment to Buyer of such Executory Contracts, including lease payments, and including credit, prepayment or refund balances as of Closing, assigned to Buyer (the "Cure Amounts"); provided, however that the Buyer will only assume those Executory Contracts which are legally assumed and assigned to the Buyer pursuant to Section 365 of the Bankruptcy Code.

1.3 Purchase Price. The aggregate consideration to be paid by Buyer for the purchase of the Assets (the "Purchase Price") shall be:

(a) the assumption of the Assumed Liabilities;

(b) $5.5 million to be paid in the form of a credit bid; and

(c) the payment of cash at Closing ("Cash Payment") in an amount equal to:

(i) Allowed secured claim of National Exchange Bank secured by the Office Building plus $2.00; and

(ii) Allowed secured claim of the Village of Adell plus $1.00;

(iii) Cash sufficient to pay the Cure Amounts in the amount of $ 81,842.00 as determined in the Court Order dated March 24, 2003.

Buyer shall (x) pay the Cash Payment to Seller at Closing in immediately available funds, and (y) deliver to Seller a duly executed assignment and assumption agreement in customary form mutually agreeable to the Seller and Buyer.

1.4 Purchase Price Allocation. Buyer and Seller shall, as soon as practicable following the Closing Date, use their best efforts to negotiate and agree upon the fair market values of the Assets of Seller no later than 30 days after the Closing Date and to execute a joint certificate reflecting the same. The Purchase Price shall be allocated for all reporting

purposes (including financial accounting and federal and state income tax purposes) in accordance with the individual fair market values of the Assets as set forth on such joint certificate in a manner consistent with section 1060 of the Internal Revenue Code. Neither Buyer nor Seller shall take a position in any Return, or examination, or other administrative or judicial proceeding relating to any Return that is inconsistent with such allocation.

ARTICLE 2

ASSUMPTION OF CERTAIN LIABILITIES

2.1 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, at the Closing Seller shall transfer and assign, and Buyer shall assume, pay and perform as its primary obligations, the specified liabilities and obligations of Seller specified on Exhibit 2.1 together with the following (herein referred to collectively as the "Assumed Liabilities"):

(a) All obligations of Seller for accrued vacation pay to employees of Seller; and

(b) All obligations of Seller under the Executory Contracts, to the extent attributable to periods after the Closing Date; and

(c) the Cure Amounts; and

(d) the 2003 general real property taxes on the real property included in the Assets.

2.2 Prorations. With respect to the Real Property, all unmetered water and sewer rents and charges, and all other assessments and expenses, shall be prorated on an accrual basis as of the Closing Date on the basis of the most recent ascertainable amounts and, to the extent not paid by the Seller, shall be credited against the Purchase Price at Closing. Prorations shall be based on the actual number of days in the month of Closing. Buyer shall be responsible for such taxes, charges and assessments for the period prior to the Closing to the extent specifically provided in Section 2.1.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1 Status.

(a) Corporate Existence, Qualification and Power. Seller is a corporation duly incorporated, organized, entitled to conduct business and validly existing in good standing under the laws of the State of Wisconsin. Seller is not required to be qualified to do business as a foreign corporation in any jurisdiction by reason of the nature of its business as presently conducted. Seller has the corporate power to own and lease the assets that it owns and leases and otherwise to conduct its business as currently conducted.

(b) Authorization.

(i) Subject to entry of a final order of the Bankruptcy Court approving the transactions contemplated hereby ("Approval Order"), Seller has the right, power and authority to enter into this Agreement and to consummate the sale of the Assets owned by it free and clear of all Encumbrances and the other transactions contemplated by, and otherwise to comply with and perform its obligations under, this Agreement;

(ii) This Agreement constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, subject to the receipt of the Approval Order.

(c) Absence of Violations or Conflicts. Except as disclosed in Schedule 3.1(c), the execution and delivery of this Agreement by Seller and the consummation by Seller of the sale of the Assets owned by it and the other transactions contemplated by, or other compliance with or performance under, this Agreement, do not and will not with the passage of time or giving of notice or both:

(i) constitute a violation of, be in conflict with, constitute a default or require any payment under, permit a termination of, require any consent under, or result in the creation or imposition of any lien, encumbrance or other adverse claim or interest upon any of the Assets under (A) any contract, agreement, commitment, undertaking or understanding to which Seller is a party or to which it or any of its respective assets or properties are subject or bound, (B) any judgment, decree or order of any governmental authority to which Seller or any of its respective properties are subject or bound, (C) any applicable law, or (D) any governing or applicable agreements, instruments or other documents (including articles of incorporation and bylaws (as amended)); or

(ii) create, or cause the acceleration of the maturity of, any debt, obligation or liability of Seller that is included among the Assumed Liabilities.

(d) No Governmental Consents Required. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority on the part of Seller is required in connection with Seller's execution or delivery of this Agreement or the consummation of the sale of the Assets owned by Seller and the other transactions contemplated by, or other compliance with or performance under, this Agreement by Seller, except for obtaining the Approval Order.

3.2 Loans and Contracts.

(a) Other Contracts. Exhibit 3.2 lists each Executory Contract to which Seller is a party or bound or to which any of the Assets is subject, whether written or oral (but such list shall not include employee-related matters of Seller disclosed elsewhere in this Agreement).

(b) Status. All of the Executory Contracts identified on Exhibit 3.2 are presently in force and effect that are not presently the subject of a Motion to Reject. Exhibit 3.2 contains the cure amounts that are owed to third parties to the Executory Contracts as determined by an Order of the United States Bankruptcy Court for the Eastern District of Wisconsin on March 24, 2003, and that will be required to be satisfied in order for the Seller to effectively assume and assign the Executory Contracts to the Buyer.

3.3 Employee Benefit Plans. Attached as Exhibit 3.3 hereto is a complete list of each "employee welfare benefit plan" as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA") (collectively, the "Employee Welfare Plans"), each "employee pension benefit plan" as defined in Section 3(2) of ERISA (collectively, the "Employee Pension Plans" and, together with the Employee Welfare Plans, the "Plans"), and all deferred compensation arrangements in which any of the employees of Seller are participants.

3.4 Labor Relations. Except as described in Exhibit 3.4: (a) Seller is in compliance with all federal, state, local, foreign and other applicable law respecting employment and employment practices, terms and conditions of employment and wages and hours; (b) there is no unfair labor practice, complaint, charge or other matter against or involving Seller pending or threatened before any governmental authority; (c) there is no labor strike, dispute, organizing effort, slow down, stoppage or other labor difficulty pending, involving or threatened, against or affecting Seller; (d) no representation question exists respecting the employees of Seller; (e) no grievance which might have an adverse effect on Buyer's conduct of Seller's business nor any arbitration proceeding arising out of or under

any collective bargaining agreement is pending, and no claim therefor exists; and (f) there is no collective bargaining agreement which is binding on Seller.

3.5. Compliance With Laws. Except as disclosed in Exhibit 3.5 neither Seller nor any of its assets, properties or activities is in violation of any federal, state or local laws, codes or ordinances, including, without limitation, any environmental laws.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

4.1 Status of Buyer.

(a) Corporate Existence and Status. Buyer is a national banking association duly organized, entitled to conduct business and validly existing in good standing under the laws of the United States.

(b) Authorization.

(i) Buyer has the right, power and authority to enter into this Agreement and to consummate the purchase of the Assets and the other transactions contemplated by, and otherwise to comply with and perform its obligations under, this Agreement;

(ii) The execution and delivery by Buyer of this Agreement, and the consummation by Buyer of the purchase of the Assets and the other transactions contemplated by, and other compliance with and performance of its obligations under, this Agreement have been duly authorized by all necessary action on the part of Buyer in compliance with governing or applicable agreements, instruments or other documents (including its charter) and applicable law; and

(iii) This Agreement constitutes the valid and binding agreements of Buyer that are enforceable against Buyer in accordance with their respective terms.

(c) Absence of Violations or Conflicts. The execution and delivery of this Agreement and the consummation by Buyer of the purchase of the Assets and the other transactions contemplated by, or other compliance with or performance under, this

Agreement do not and will not with the passage of time or giving of notice or both, constitute a violation of, be in conflict with, or require any consent under, (i) any contract, agreement, commitment, undertaking or understanding to which Buyer is a party or to which it or any of its assets or properties are subject or bound, (ii) any judgment, decree or order of any governmental authority to which Buyer or any of its properties are subject or bound, (iii) any applicable law, or (iv) any governing or applicable agreements, instruments or other documents (including articles of incorporation and bylaws (as amended)).

(d) No Governmental Consents Required. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority on the part of Buyer is required in connection with its execution or delivery of this Agreement or the consummation of the purchase of the Assets and the other transactions contemplated by, or other compliance with or performance under, this Agreement by Buyer, except for obtaining the Approval Order.

4.2 Financing. Buyer has the financial ability and resources, taking into account its existing lending relationships, to complete the transactions contemplated by this Agreement and is under no impairment that would prevent Buyer from obtaining financing for this transaction.

ARTICLE 5

CLOSING AND CLOSING DATE

The preclosing and closing (collectively, "Closing") of the sale of Assets and other transactions contemplated by this Agreement shall take place at the office of Murphy Desmond S.C., Madison, WI, commencing at 11:00 a.m. local time on a date ("Closing Date") at least ten days, and not more than fifteen days, after entry of the Approval Order as set forth in Section 8.6.10 of the Plan, or another date mutually agreeable to the parties following satisfaction or waiver of all conditions to Closing set forth herein. Such closing shall be effective as of a mutually agreed date and time.

ARTICLE 6

COVENANTS OF SELLER

6.1 Conduct of Business by Seller Pending the Closing. Subject to any obligations as a debtor-in-possession under the Bankruptcy Code, prior to the Closing Date, Seller shall use all commercially reasonable efforts to conduct its businesses in the ordinary course consistent with past practice taking into account the filing of the Chapter 11 Case, including, without limitation, meeting its post-petition obligations in accordance with the terms thereof as they become due. Prior to the Closing Date, Seller shall also use all commercially reasonable efforts, taking into account the pendency of the Chapter 11 Case, to preserve

intact its business organizations and relationships with third parties and to keep available the services of its present officers and key employees, subject to the terms of this Agreement. Except as otherwise contemplated under this Agreement or ordered by the Bankruptcy Court, from the date hereof until the Closing Date, without the prior written consent of the Buyer which consent will not be unreasonably withheld or delayed, Seller shall refrain from:

(a) Subjecting the Real Property or any of Seller's assets and properties, tangible or intangible, to any lien, encumbrance or other claim of any kind, exclusive of liens permitted by this Agreement;

(b) Except for sales of inventory in the ordinary course of business and the sale of the real property known as the Clinic Building, the Green House and the Duplex, as well as real and personal property located in the State of New York, in the State of Minnesota or in the State of Indiana, selling, assigning, transferring or otherwise disposing of any of Seller's assets and properties or any of the Real Property.

6.2 Affirmative Covenants. From the date hereof to the Closing Date, Seller shall:

(a) Use its best efforts to retain the Seller's employees to preserve the goodwill of those having business relations with Seller.

(b) Maintain the books, accounts and records of Seller in a manner consistent with past practice and with sound business practices.

(c) Operate its business only in the ordinary course.

(d) Immediately notify the Buyer of any occurrence which may have a material adverse affect on the Assets or the Buyer's ability to conduct the Business after the Closing.

6.3 Obligations Concerning Employees.

(a) On or prior to the Closing Date, Seller shall notify all of Seller's employees that certain assets of Seller are being sold to Buyer, that all employees to be hired by Buyer will be terminated from the employment of Seller effective immediately prior to Closing, and that any decisions by Buyer regarding its hiring procedures or the hiring of Seller's employees will be communicated to the employees by Buyer. Seller shall comply with all provisions of federal and state law relating to the continuation of health insurance benefits for terminated employees.

(b) On or immediately prior to the Closing Date, Seller shall terminate its 401(k) retirement plan and cooperate with Buyer to enable employees who accept

employment with Buyer to transfer their account balances to a qualified retirement plan of Buyer.

6.4 Due Diligence.

(a) Examination. Subject to execution of a Confidentiality Agreement, Buyer shall be entitled, at its expense, to conduct such due diligence as Buyer determines is reasonably necessary, examine the Seller's books and records and assets and liabilities for the purposes of verifying Seller's representations and verifying the assets, liabilities and operating characteristics of Seller for the purpose of determining the price to offer at any Auction of the Assets.

(b) Real Property. Buyer shall have the right to obtain (i) a commitment to issue a title insurance policy insuring title to each parcel of the Real Property, and (ii) an as-built survey of the improved parcels of Real Property, with costs to be borne by Buyer.

(c) Environmental Assessment. Buyer shall have the right at Buyer's expense to hire an engineering firm to conduct such environmental assessments of the Real Property and the business of Seller as Buyer shall deem appropriate.

6.5 Bankruptcy Court Approvals.

(a) Sale Procedures. The sale contemplated hereunder is subject to the terms and conditions of such sale set forth in the Plan of Reorganization and the First Amended Disclosure Statement dated February 28, 2003, of Seller, as they may be amended from time- to- time, and is subject to competitive bidding.

ARTICLE 7

COVENANTS OF BUYER

7.1 Confidentiality of Information. Prior to the Closing Date, Buyer and its employees, agents, auditors, attorneys and other authorized representatives shall not, without Seller's prior written consent, communicate or divulge to any person or entity or use for their benefit any information, other than information becoming public other than by Buyer's action, concerning any confidential business information possessed, owned or used by Seller that may be communicated to, acquired by or learned by Buyer pursuant to this Agreement or Buyer's investigations contemplated hereby. The Buyer's obligations hereunder shall survive termination of this Agreement.

7.2 Employees. Buyer's current intention is to continue the operations of Seller in its Adell, Wisconsin facility immediately after the Closing generally as they are presently conducted. No later than the date of Closing, the Buyer shall offer employment to

substantially all of the current employees of Seller, and in no event less than the minimum number necessary to avoid triggering any notice requirement under the Worker Adjustment and Retraining Notification Act ("WARN Act") and any similar state law.

7.3 Access to Records. After the Closing Date and upon reasonable prior notice to Buyer, Buyer shall permit Seller, at Seller's expense during normal business hours, to have reasonable access to such of the former business records of Seller as are from time to time then retained by Buyer.

ARTICLE 8

TAX MATTERS

8.1 Tax Elections and Permits. No new elections with respect to Taxes, or any changes in current elections with respect to Taxes, affecting the Real Property or the other Assets shall be made by Seller after the date of this Agreement without the prior written consent of Buyer.

8.2 Sales and Transfer Taxes. The Seller hereby agrees to take all steps necessary to ensure that no sales or other transfer tax is imposed against the Seller or the Buyer as a result of the transactions contemplated hereby.

ARTICLE 9

BUYER'S CONDITIONS TO CLOSING

The obligation of Buyer to consummate the purchase of Assets, the assumption of Assumed Liabilities and the other transactions contemplated by this Agreement shall be subject to the fulfillment to Buyer's reasonable satisfaction of each of the following conditions:

9.1 Closing Documents. Seller shall have delivered all documents required to be delivered by it at Closing, as more specifically set forth in Article 11.

9.2 Approval of Bankruptcy Court. The Bankruptcy Court shall have entered the Approval Order in form and substance acceptable to Buyer and its counsel, and the Approval Order shall have become final and nonappealable.

9.3 Accuracy of Seller's Representations and Warranties. All of the representations and warranties of the Seller contained hereof shall be true and accurate as of the date made and as of the Closing Date.

9.4 Compliance with Covenants. The Seller has complied with all of its covenants and agreements contained herein.

ARTICLE 10

SELLER'S CONDITIONS TO CLOSING

The obligation of Seller to consummate the sale of the Assets and the other transactions contemplated by this Agreement shall be subject to the fulfillment to Seller's reasonable satisfaction of each of the following conditions:

Closing Documents. Buyer shall have delivered all documents required to be delivered by it at Closing, as more specifically set forth in Article 11.

10.2 Approval of Bankruptcy Court. The Bankruptcy Court shall have entered the Approval Order, which shall have become final and nonappealable.

ARTICLE 11

DOCUMENTS TO BE DELIVERED AT CLOSING

11.1 Documents to be Delivered by Seller. At the Closing, Seller shall:

(a) Execute and deliver to Buyer any and all instruments of sale, assignment and transfer and other documents reasonably requested by Buyer in order to effect the transfer of the Assets to Buyer free and clear of any and all Encumbrances, to effect the assumption of the Assumed Liabilities by Buyer, or otherwise to facilitate the transactions contemplated hereby, such instruments to include, but not be limited to:

(i) Trustee deeds conveying to Buyer good and merchantable title to the Real Property of Seller;

(ii) other documents and certificates relating to the transfer of the Real Property, such as transfer returns, affidavits of non-foreign status, affidavits as to possession, and other items reasonably requested by Buyer's title insurer;

(iii) assignments of patents, trademarks, tradenames, copyrights and all applications and licenses therefor, in form suitable for recording with any applicable registration authority, and all other Intellectual Property Rights of Seller included in the Assets, including without limitation patent documents,

assumed or fictitious names, corporate names, franchises, discoveries and other know-how;

(iv) duly endorsed certificates of title to vehicles included within the Assets, together with any appropriate affidavit with respect to the sale price thereof or the odometer reading of such vehicle;

(v) assignment and assumption agreements with respect to the Executory Contracts to be assumed by Buyer hereunder, in form and substance reasonably satisfactory to Buyer and Seller;

(vi) assumption agreements with respect to any other liabilities of Seller falling within the definition of Assumed Liabilities in Section 2.1 of this Agreement, in form and substance reasonably satisfactory to Buyer and Seller;

(vii) a Trustee bill of sale and assignment covering all other Assets of Seller not identified above, conveying good title to such Assets to Buyer free and clear of all Encumbrances, and containing reasonable "further assurances" language obligating Seller to execute other appropriate instruments after the Closing in order to confirm Buyer's title to and possession of such Assets.

11.2 Documents to be Delivered by Buyer. At the Closing, Buyer shall:

(a) Execute and deliver to Seller any and all documents identified in Section 11.1(a), if and to the extent appropriate that Buyer execute the same in order to effect the transactions contemplated hereby, including but not limited to the assignment and assumption agreements specified in Section 11.1(a)(v) and the assumption agreements specified in Section 11.1(a)(vi); and

(b) Pay the Cash Payment to Seller by wire transfer or other form of immediately available funds.

ARTICLE 12

TERMINATION OF AGREEMENT

12.1 Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by mutual written consent of Buyer and Seller;

(b) upon written notice from Seller to Buyer if any of the conditions precedent to Seller's obligations hereunder shall have become incapable of fulfillment through no fault of Seller; and

(c) upon written notice from Buyer to Seller if any of the conditions precedent to Buyer's obligations hereunder shall not have been satisfied on or prior to the 15th day after the entry of the Approval Order.

12.2 Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned pursuant to Section 12.1, then the parties shall not be obligated to proceed with the Closing and this Agreement shall be of no effect, except for the provisions of Section 7.1 this Article 12 and Article 13 (relating to, among other things, notices, contract construction and effect); provided, however, that such termination shall not affect the right of any party (a) to bring an action against another party for a breach occurring prior to the termination or for a wrongful termination, or (b) to bring an action based on a violation of Section 7.1.

ARTICLE 13

MISCELLANEOUS

13.1 Notices. Any notices or other communications required or permitted hereunder to any party hereto shall be sufficiently given when delivered in person, or when sent by certified or registered mail, postage prepaid, or one business day after dispatch of such notice with an overnight delivery service, or when telecopied if an answer back is received by the sender, in each case addressed as follows:

In the case of Buyer:

U.S. Bank National Association
Special Assets Group
MK-WI-J5N
777 E Wisconsin Avenue
Milwaukee, WI 53202
Attn: Mr. Dale Welke
Fax: (414) 765-4332

and a copy to:

Michael, Best & Friedrich
P.O. Box 1806
Madison, WI 53701-1806
Attn: Ann Smith
Fax: (608) 283-2275

In the case of Seller:

Michael Compton
Silverman Consulting
5750 Old Orchard
Skokie, IL 60077
Fax: (847) 470-0211

With a copy to:

Murphy Desmond S.C.
2 East Mifflin Street, Suite 800
Madison, Wisconsin 53701-2038
Attn: Catherine J. Furay Esq.
Fax: (608) 257-4333

or such substituted address or attention as any party shall have given notice to the others in writing in the manner set forth in this Section 13.1.

13.2 Amendment. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all parties hereto and making specific reference to this Agreement.

13.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single

agreement. It shall not be necessary that all signatures appear on every counterpart so long as each party executes at least one counterpart.

13.4 Binding on Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns in accordance with the terms hereof. Seller may not assign its interest under this Agreement without the prior written consent of Buyer. Buyer may not assign its interest under this Agreement without the prior written consent of Seller; provided, however, Buyer shall have the right to assign its interests, rights and obligations under this Agreement, without the consent of the Seller, to any person or entity who was a qualified bidder at the auction of the Assets and Assumed Liabilities conducted on April 16, 2003, or any person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or under common control with, such a person or entity, but such assignment shall not relieve Buyer from the performance of its obligations hereunder.

13.5 Severability. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

13.6 Headings. The headings in the sections and subsections of this Agreement and in the Schedules are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

List of Exhibits. As mentioned in this Agreement, this Agreement is to contain the following Exhibits:

Exhibit	Description
Exhibit 1.1	Description of Asset
Exhibit 1.1(a)	Excluded Assets
Exhibit 2.1	Assumed Liabilities
Exhibit 3.2	Executory Contracts
Exhibit 3.3	Employee Benefit Plans
Exhibit 3.4	Labor Contracts
Exhibit 3.5	Compliance with Laws

13.8 Entire Agreement; Law Governing. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or in a Schedule delivered pursuant hereto or in the Bidding Agreement, except as

modified in writing concurrently herewith or subsequent hereto. This Agreement shall be governed by and construed and interpreted according to the internal laws of the State of Wisconsin, determined without reference to conflicts of law principles.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their duly authorized representatives on the day and year first above written.

SELLER:
ADELL CORPORATION

By _____
Name: Michael Compton
Title: Plan Trustee

BUYER:
U.S. BANK NATIONAL ASSOCIATION

By _____
Name_____
Title_____

EXHIBIT 1.1

Description of Assets.

At the Closing on the Closing Date (as each term is defined in Article 5 hereof), subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the following assets of Seller (collectively, the "Assets"), which are necessary to operate, or which relate to, Seller's Adell, Wisconsin, facility, free and clear of all liens and encumbrances and of all interests in property as set forth in Section 363 of the Bankruptcy Code, other than encumbrances securing only the Assumed Liabilities, as hereinafter defined:

(a) All inventory of raw materials, work-in-process and finished goods, whether on hand or in transit, and all packaging and shipping inventory of Seller;

(b) All other current assets of Seller (excluding cash and cash equivalents that are held as deposits with respect to Executory Contracts described below), to the extent usable by Buyer;

(c) All machinery, equipment, vehicles, furniture, fixtures, tools, dies, jigs and related spare parts and all supplies owned by Seller and used in Seller's business which are not Excluded Assets, together with all manuals, written warranties and other similar documents relating thereto;

(d) All manufacturing, delivery, office and other supplies;

(e) The real property consisting of (i) the land and building owned and utilized by Seller located at Adell, Wisconsin, (ii) the office building and related land in Adell, Wisconsin, (iii) the parking lot in Adell, Wisconsin, in each case together with any and all improvements, additions and systems attached thereto or a part thereof, and the Adell Parcel 2 located on Wisconsin Street in Adell, Wisconsin (the "Real Property") (legals of the Real Property are attached hereto);

(f) All right, title and interest of Seller in and to sales orders, sales contracts, service contracts, supplier contracts, license agreements (whether as licensor or licensee) and other executory contracts of Seller, which are designated by Buyer on Exhibit 1.1(b) or otherwise are designated by Buyer prior to Closing and which were entered into in the ordinary course of Seller's business (the "General Contract Rights");

(g) All right, title and interest, of Seller in and to all leases of tangible personal property and fixtures used in Seller's business which are designated by Buyer on Exhibit 3.2

or otherwise are designated by Buyer prior to Closing and which were entered into in the ordinary course of Seller's business (the "Acquired Leases");

(h) All right, title and interest of Seller in and to written agreements by which any current or former employee or other third party agrees to maintain the confidentiality of nonpublic information concerning Seller, or to refrain from competing with Seller, or to refrain from soliciting the employees or customers of Seller (the "Confidentiality Agreements," and together with the General Contract Rights and the Acquired Leases);

(i) All right, title and interest, including the right to sell for past infringements, of Seller in and to the name Adell and all trademarks, trade names, service marks, logos, patents, copyrights, franchises, discoveries, technology and other know-how, and all applications and licenses therefor, and all goodwill of Seller relating thereto, used or usable in Seller's business;

(j) All of Seller's designs, models, prototypes, plans, specifications, drawings and everything related thereto;

(k) All of Seller's sales materials, catalogs, and advertising materials;

(l) All records and files pertaining to Seller's business, customers and suppliers, including, without limitation, sales records, correspondence with customers, customer files and account histories, and records of purchases from and correspondence with suppliers (subject to a right of access to be retained by Seller for any proper purpose);

(m) All of Seller's accounts receivables; and

(n) Any and all other assets which Seller uses or owns in connection with the Business which are not Excluded Assets.

ATTACHMENT TO EXHIBIT 1.1

ADELL, WISCONSIN PLANT
Legal Description

PARCEL 1:

Lots One (1) and Eleven (11), Block I (1) of the Village of Adell. Also commencing at the Northwest corner of said Lot Eleven (11), thence West along the extended South line of Main Street five feet, thence Southeasterly to the Southwest corner of said Lot Eleven (11), thence North along the West line of said Lot to beginning, Sheboygan County, Wisconsin.

PARCEL 2:

Part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, described as follows: Commencing in the South line of Sherman Street in the Village of Adell, 203.6 feet West of its intersection with the center of the pavement of County Trunk "I," thence South 0° 10' East 238.2 feet, thence North 88° 19' West 203.3 feet to the East right of way line of the Chicago, Milwaukee, St. Paul & Pacific Railway, thence North 18° 19' West along said East right of way line to the South line of Sherman Street extended West, thence East 232.7 feet to beginning, Sheboygan County, Wisconsin.

PARCEL 4:

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, Sheboygan County, Wisconsin

PARCEL 5:

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, excepting therefrom commencing 394.6 feet East of the Southwest corner of said Section 2, thence East 298.4 feet; thence North 220 feet; thence South 89° 50' West 296.5 feet; thence South 0° 22' West 220 feet to the point of beginning, also excepting therefrom premises described in deed recorded in Volume 537 of Records, page 335/6.

Also excepting therefrom: That part of the SW 1/4 of the SW 1/4 of Section 2, Town 13 North, Range 21 East, Village of Adell, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence N 01° 22' 33" E along the West line of said 1/4 Section 35.00 feet to a point on the North right of way line of C.T.H. "A"; thence Easterly along an arc of a curve and the North right of way line of said C.T.H., 30.00 feet, whose center lies to the North, whose radius is 22,878.31 feet, whose chord bears S 89° 20'

44" E 30.00 feet to the point of beginning; thence N 0° 22' 33" E parallel to the West line of said 1/4 Section 1288.13 feet to the South line of Parcel 4; thence N 89° 52' 28" E along the South line of Parcel 4, 728.48 feet; thence S 01° 22' 33" W parallel to the West line of said 1/4 Section 1104.84 feet; thence S 89° 59' 58" W 368.25 feet; thence S 00° 29' 45" W 185.93 feet to a point on the North right of way line of said C.T.H.; thence S 89° 50' 35" W along the North line of said C.T.H. 54.10 feet to a point of curvature; thence West along an arc of a curve and the North right of way line of said C.T.H. 308.93 feet, whose center lies to the North, whose radius is 22,878.31 feet; whose chord bears N 89° 46' 12.5" W 308.93 feet to the point of beginning.

PARCEL 6:

Part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 2, Town 13 North, Range 21 East, Village of Adell, Sheboygan County, Wisconsin, described as follows: Commencing at the Southwest corner of Lot 11, Block 1, Plat of Sherman, Village of Adell, thence S 6° 28' 23" E, 181.14 feet along the West line of Lot 1, said Block 1 and its Southerly extension to the South line of Sherman Street, thence N 89° 16' 46" W, 131.91 feet along the Westerly extension of the South line of Sherman Street to the East right of way line of the Soo Line Railroad Company (formerly Chicago, Milwaukee, St. Paul & Pacific Railroad Company property), thence N 6° 59' 50" W, 302.94 feet along said right of way line to its intersection with the Westerly extension of the South line of Main Avenue, thence S 88° 49' 31" E, 129.84 feet along said extension, thence S 8° 49' 04" E, 121.13 feet to the point of beginning.

PARCEL 7:

Part of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, Village of Adell, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Sherman Street with the centerline of C.T.H. "T" which is nine hundred twenty-two and forty-nine hundredths (922.49) feet North and two hundred sixty-two and twenty-four hundredths (262.24) feet West of the South Quarter corner of said Section Two (2); thence West two hundred four and twenty-five hundredths (204.25) feet along the South line of Sherman Street; thence South zero (00) degrees thirty-one (31) minutes four (04) seconds West, two hundred thirty-eight and two-tenths (238.2) feet to a one inch iron pipe found and the point of beginning; thence North eighty-seven (87) degrees forty (40) minutes West, one hundred ninety-nine and six-tenths (199.6) feet to a one inch iron pipe found; thence South seven (07), degrees thirty-one (31) minutes thirty-six (36) seconds East, two hundred one and sixty-three hundredths (201.63) feet along the East line of the railroad right of way to a one inch iron pipe found; thence South eighty-seven (87) degrees forty-one (41) minutes East, one hundred seventy-one and thirty-seven hundredths (171.37) feet; thence North zero (00) degrees thirty-one (31) minutes four (04) seconds East, one hundred ninety-eight and seven-tenths (198.7) feet to the point of beginning.

(WASTE WATER TREATMENT PLANT):

PARCEL 3:

The South three-quarter (S 3/4) of the East One-Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East in the Village of Adell, lying West of the West right of way of Chicago, Milwaukee, St. Paul & Pacific Railway, excepting therefrom commencing at the said West right of way line at a point 349.8 feet, South 8.5° East from the North line of said South 3/4 of the East 1/2 of the Southwest Quarter; thence Southeast on said right of way line 330 feet, thence South 81 1/2° West 132 feet; thence North 8 1/2° West 330 feet; thence North 81 1/2° East 132 feet to beginning, and also excepting therefrom premises described in deed recorded in Volume 537 of Records, pages 335/6, Sheboygan County, Wisconsin.

Tax Key Numbers: 420530, 490210, 492200, and 420520

ADELL PARKING LOT
Legal Description

Lot Ten (10) and the West Fifteen (15) feet of Lot Nine (9) in Block One (1) of the Village of Adell, Sheboygan County, Wisconsin, according to the recorded plat thereof.

ADELL OFFICE/HOUSE
Legal Description

Lots Numbered Two (2) and Three (3), Block Numbered One (1), in the Village of Adell, in the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-one (21) East, Sheboygan County, Wisconsin, together with an easement for well rights and an easement for flow of water as set forth in Warranty Deed recorded in Volume 785 of Records, page 488-489, as Document No. 1000566.

Tax Key No. 59101-490220

ADELL PARCEL 2 (WISCONSIN STREET, ADELL, WISCONSIN)
Legal Description

Parcel 2 of a Certified Survey Map recorded in Volume 17 of Certified Survey Maps, on page 58, as Document No. 1577573, being a part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-one (21) East, Village of Adell, Sheboygan County, Wisconsin.

Tax Key No. 59101-492142

EXHIBIT 1.1(a)

Excluded Assets. The Seller shall not sell, and the Buyer shall not purchase, any of the following assets of Seller:

(a) Seller's cash on hand or on deposit with any financial institution;

(b) avoidance and preference actions available to Seller under the Bankruptcy Code;

(c) rights, claims, actions or causes of action, whether or not previously asserted, of Seller against any financial institution in connection with the extension of credit to Seller;

(d) claims, rights or causes of action arising under §§ 544-553 of the Bankruptcy Code;

(e) all assets related to Seller's Howard Lake, Minnesota Plant (legal description for real estate, attached);

(f) all assets related to Seller's South Bend, Indiana plant (legal description for real estate, attached);

(g) located at 113 Wisconsin Street, Adell, Wisconsin (legal attached);

(h) the real estate located on Tower Avenue, Adell, Wisconsin (legal attached);

(i) the real estate located at 228 Wisconsin Street, Adell, Wisconsin (legal attached); and

(j) the real estate located in New York (legal attached);

(k) the Niro Tall Form Dryer and other personal property secured to Community Bank & Trust as described in UCC Financing Statement No 01985138, filed with the Wisconsin Department of Financial Institutions on August 22, 2000, to the extent not previously released.

EXHIBIT 1.1(b)
Contract Rights

Intentionally Blank

EXHIBIT 2.1
Assumed Liabilities

None except those listed in Section 2.1.

EXHIBIT 3.1(c)

Assumption and assignment of any executory contract identified on Schedule 3.2 is subject to entry of an Order of the United States Bankruptcy Court for the Eastern District of Wisconsin and payment of the amount identified on such Schedule as the cure amount.

EXHIBIT 3.2
Executory Contracts

Lessor	Lease	Cure Amount
American Industrial Leasing	2 Kalmar Pallet Trucks	$ 467.20
	Dell Computer Equipment	$ 520.96
	Smart 5 Microwave System	$ 642.00
CitiCapital	Mits Forklift #AF81B-00706	$ 694.12
	Mits Forklift #AF81C-00707	$ 694.12
	Mits Forklift #AF82C-00157	$ 714.22
	Mits Forklift #AF82C-01277	$ 578.94
Darweesh/ Baker Leases	Real Estate	$ 0.00
	Equipment	$ 0.00
F&M Bank	Walker Stainless Steel Trailer	$ 645.73
GECC	Colonial Wastewater Expansion	$ 5,075.00
	Baghouse	$20,156.50
	5 Silo Tanks	$10,044.00
Johnson Commercial Leasing	Chiller & Homogenizer	$ 9,383.20
	High Pressure Pump	$ 3,199.16
MBM Leasing Company	Expansion Board for Copier	$ 61.96
	Konica 7020	$ 323.40
	Canon IR-330S	$ 493.50
Middleton Community Bank	Thermal Vapor Recovery	$19,930.00
CIT Group	Reverse Osmosis System	$ 3,079.81
	2 Transformers/ Switch Gear	$ 4,206.42
Anchor Bank Commercial Loans	Nanofiltration System	$ 0.00
	Pumps/storage/silos	$ 0.00
	Double Tube Heat Exchanger	$ 0.00
	Machining & Premachining RE	$ 0.00
	2 fans/ IBM Computer/Cyclones	$ 0.00
	Power Cooling System	$ 0.00
	Dumping Station/ Control Panels	$ 0.00
		$ 0.00
St. Francis	Heat Exchanger	$ 0.00
	CIP System in WWTP	$ 0.00
MBM Maintenance	Copier and Fax Service Agreement (#16149 and #16150)	$ 1,000.00
Schuh Milk Service	Hauling Agreement dated 09/27/02	$ 2,848.18

EXHIBIT 3.3
Employee Benefit Plans

Name of Plan	Type of Plan	Amount of Any Default
Principal Financial	Flexible Annuity Contract	$0.00
Principal Life	401(k) Plan	$0.00
Sheridan & Associates	401(k) Plan Administrator	$0.00

EXHIBIT 3.4
Labor Contracts

1. Agreement Between Adell Corporation and Teamsters Local No. 75.

EXHIBIT 3.5
Compliance with Laws

1. A service vendor to Adell Corporation who provides waste hauling services spilled waste on a public highway on April 1, 2003. All appropriate and required agencies were notified of the spill and Adell Corporation has no notice that such spill constitutes a violation by Adell Corporation of any federal, state or local laws, codes or ordinances, including, without limitation, any environmental laws.

2. Adell Corporation is a party to a Stipulation and Order for Judgment in State of Wisconsin v. Adell Corporation, Sheboygan County Circuit Court Case No. 00CV0012. To the best of Seller's information, knowledge and belief, Adell Corporation is in compliance with obligations imposed under the Stipulation. This Stipulation is noted for information and reference of Buyer due to its application to the production facility and waste water treatment plant.

EXHIBIT B

ADELL, WISCONSIN PLANT
Legal Description

PARCEL 1:

Lots One (1) and Eleven (11), Block 1 (1) of the Village of Adell. Also commencing at the Northwest corner of said Lot Eleven (11), thence West along the extended South line of Main Street five feet, thence Southeasterly to the Southwest corner of said Lot Eleven (11), thence North along the West line of said Lot to beginning, Sheboygan County, Wisconsin.

PARCEL 2:

Part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, described as follows: Commencing in the South line of Sherman Street in the Village of Adell, 203.6 feet West of its intersection with the center of the pavement of County Trunk "I," thence South 0° 10' East 238.2 feet, thence North 88° 19' West 203.3 feet to the East right of way line of the Chicago, Milwaukee, St. Paul & Pacific Railway, thence North 18° 19' West along said East right of way line to the South line of Sherman Street extended West, thence East 232.7 feet to beginning, Sheboygan County, Wisconsin.

PARCEL 4:

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, Sheboygan County, Wisconsin

PARCEL 5:

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, excepting therefrom commencing 394.6 feet East of the Southwest corner of said Section 2, thence East 298.4 feet; thence North 220 feet; thence South 89° 50' West 296.5 feet; thence South 0° 22' West 220 feet to the point of beginning, also excepting therefrom premises described in deed recorded in Volume 537 of Records, page 335/6.

Also excepting therefrom: That part of the SW 1/4 of the SW 1/4 of Section 2, Town 13 North, Range 21 East, Village of Adell, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence N 01° 22' 33" E along the West line of said 1/4 Section 35.00 feet to a point on the North right of way line of C.T.H. "A"; thence Easterly along an arc of a curve and the North right of way line of said C.T.H., 30.00

TRADEMARK
REEL: 003307 FRAME: 0393

feet, whose center lies to the North, whose radius is 22,878.31 feet, whose chord bears S 89° 20' 44" E 30.00 feet to the point of beginning; thence N 0° 22' 33" E parallel to the West line of said 1/4 Section 1288.13 feet to the South line of Parcel 4; thence N 89° 52' 28" E along the South line of Parcel 4, 728.48 feet; thence S 01° 22' 33" W parallel to the West line of said 1/4 Section 1104.84 feet; thence S 89° 59' 58" W 368.25 feet; thence S 00° 29' 45" W 185.93 feet to a point on the North right of way line of said C.T.H.; thence S 89° 50' 35" W along the North line of said C.T.H. 54.10 feet to a point of curvature; thence West along an arc of a curve and the North right of way line of said C.T.H. 308.93 feet, whose center lies to the North, whose radius is 22,878.31 feet; whose chord bears N 89° 46' 12.5" W 308.93 feet to the point of beginning.

PARCEL 6:

Part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 2, Town 13 North, Range 21 East, Village of Adell, Sheboygan County, Wisconsin, described as follows: Commencing at the Southwest corner of Lot 11, Block 1, Plat of Sherman, Village of Adell, thence S 6° 28' 23" E, 181.14 feet along the West line of Lot 1, said Block 1 and its Southerly extension to the South line of Sherman Street, thence N 89° 16' 46" W, 131.91 feet along the Westerly extension of the South line of Sherman Street to the East right of way line of the Soo Line Railroad Company (formerly Chicago, Milwaukee, St. Paul & Pacific Railroad Company property), thence N 6° 59' 50" W, 302.94 feet along said right of way line to its intersection with the Westerly extension of the South line of Main Avenue, thence S 88° 49' 31" E, 129.84 feet along said extension, thence S 8° 49' 04" E, 121.13 feet to the point of beginning.

PARCEL 7:

Part of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East, Village of Adell, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Sherman Street with the centerline of C.T.H. "I" which is nine hundred twenty-two and forty-nine hundredths (922.49) feet North and two hundred sixty-two and twenty-four hundredths (262.24) feet West of the South Quarter corner of said Section Two (2); thence West two hundred four and twenty-five hundredths (204.25) feet along the South line of Sherman Street; thence South zero (00) degrees thirty-one (31) minutes four (04) seconds West, two hundred thirty-eight and two-tenths (238.2) feet to a one inch iron pipe found and the point of beginning; thence North eighty-seven (87) degrees forty (40) minutes West, one hundred ninety-nine and six-tenths (199.6) feet to a one inch iron pipe found; thence South seven (07), degrees thirty-one (31) minutes thirty-six (36) seconds East, two hundred one and sixty-three hundredths (201.63) feet along the East line of the railroad right of way to a one inch iron pipe found; thence South eighty-seven (87) degrees forty-one (41) minutes East, one hundred seventy-one and thirty-seven hundredths (171.37) feet; thence North zero (00) degrees thirty-one (31) minutes four (04) seconds East, one hundred ninety-eight and seven-tenths (198.7) feet to the point of beginning.

TRADEMARK
REEL: 003307 FRAME: 0394

(WASTE WATER TREATMENT PLANT):

PARCEL 3:

The South three-quarter (S 3/4) of the East One-Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Thirteen (13) North, Range Twenty-One (21) East in the Village of Adell, lying West of the West right of way of Chicago, Milwaukee, St. Paul & Pacific Railway, excepting therefrom commencing at the said West right of way line at a point 349.8 feet, South 8.5° East from the North line of said South 3/4 of the East 1/2 of the Southwest Quarter; thence Southeast on said right of way line 330 feet, thence South 81 1/2° West 132 feet; thence North 8 1/2° West 330 feet; thence North 81 1/2° East 132 feet to beginning, and also excepting therefrom premises described in deed recorded in Volume 537 of Records, pages 335/6, Sheboygan County, Wisconsin.

Tax Key Numbers: 420530, 490210, 492200, and 420520

ADELL PARKING LOT
Legal Description

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Tax Key No. 59101-490220

ADELL PARCEL 2 (WISCONSIN STREET, ADELL, WISCONSIN)
Legal Description

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Tax Key No. 59101-492142

TRADEMARK
REEL: 003307 FRAME: 0395

Document 2

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), is made and entered into as of the 30th day of April, 2003, by and between U.S. Bank National Association ("Assignor"), and Milk Specialties Company ("Assignee"). Capitalized terms not defined herein are defined in the Participation Agreement between Assignor and Assignee dated as of April 15, 2003 (the "Participation Agreement").

WITNESSETH

WHEREAS, Assignee and Assignor are parties to the Participation Agreement; and

WHEREAS, Assignor was the successful bidder for the Wisconsin Assets upon terms set out in the Asset Purchase Agreement by and between Assignor and Adell Corporation dated as of April 16, 2003 (the "Asset Purchase Agreement"), which successful bid was confirmed and authorized by the Court's Order Approving Sale of Wisconsin Assets entered on April 17, 2003 (the "Sale Order"); and

WHEREAS, under the Participation Agreement, Assignee irrevocably agreed to accept an assignment of the Assignor's rights, and assume the Assignor's obligations, as successful bidder, and that consummation of the Wisconsin Asset Sale on the Closing Date and conveyance of the Wisconsin Assets to the Assignee shall (subject to section 9 of the Participation Agreement) operate as full and complete payment for the Participant Share; and

WHEREAS, Assignor and Assignee desire to fulfill their obligations under the Participation Agreement, and effect full and complete payment for the Participant Share;

NOW THEREFORE, in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Asset Purchase Agreement and the Sale Order, and all of Assignor's duties and obligations thereunder, whether now existing or hereafter arising.

2. Acceptance. Assignee hereby accepts the assignment of all of the Assignor's right, title and interest in and to the Asset Purchase Agreement and the Sale Order and hereby assumes and agrees to perform all of the Assignor's duties and obligations under the Asset Purchase Agreement and the Sale Order, whether now or hereafter arising.

3. Further Assurances. Each of the parties hereby agrees to give such further assurances and to execute such documents, endorsements, releases, satisfactions and other instruments and documents as should be necessary to effect each of the terms, conditions and provisions of this Agreement in accordance with the terms, provisions and conditions of this Agreement.

4. Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

5. Governing Law and Construction. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof. It is meant to fulfill and not in any way to contradict or modify the provisions of the Participation Agreement. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN (INCLUDING SUCH STATE'S CHOICE OF LAWS RULES) EXCEPT TO THE EXTENT SUPERSEDED BY FEDERAL LAW. ALL CLAIMS AND OTHER MATTERS RELATING TO THIS AGREEMENT SHALL BE HEARD IN ANY STATE OR FEDERAL COURT LOCATED IN DANE COUNTY OR MILWAUKEE COUNTY, WISCONSIN; AND THE PARTIES HEREBY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF SUCH COURTS, AND WAIVE TRIAL BY JURY. If any provision of this Agreement or the application thereof to any party is held invalid or unenforceable for any reason, the other provisions of this Agreement and their application shall be unaffected thereby, and shall remain in full force and effect. This Agreement may be executed in counterparts, and all such counterparts shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission shall be deemed to the an original signature. The persons executing this Agreement represent that each has the full authority to execute this Agreement on behalf of their respective principals.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission shall be deemed to be an original signature.

7. Enforcement. If in any action or proceeding a party hereto seeks to enforce this Agreement, or asserts a defense based on this Agreement, or seeks declaratory relief relating to this Agreement, the prevailing party in the action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs from the losing party.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of a party hereto as of the date first above written.

ASSIGNOR:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Dale L. Welke
Title: Vice President

ASSIGNEE:

MILK SPECIALTIES COMPANY

By: _____
Name: _____
Title: _____

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Received Time Apr.29. 4:23PM

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of a party hereto as of the date first above written.

ASSIGNOR:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNEE:

MILK SPECIALTIES COMPANY

By: _____
Name: MICHAEL S DRENNAN
Title: SENIOR VICE PRESIDENT

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