

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wisconsin Food Gift Company LLC		04/17/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 14

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

CH \$365.00 3072353

Registration Number:

3200933

SCOTT'S

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

3283/101247

NAME OF SUBMITTER:

Julie A. Katz

Signature:

/jak/

Date:

04/24/2007

Total Attachments: 58

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LOAN AND SECURITY AGREEMENT

BETWEEN

WGC Holding Company LLC, a Delaware limited liability company ("Holding")

Wisconsin Food Gift Company LLC, a Wisconsin limited liability company

d/b/a The Wisconsin Cheeseman ("Cheeseman")

WGC Broadway LLC, a Wisconsin limited liability company ("Broadway")

WGC Clarmar LLC, a Wisconsin limited liability company ("Clarmar")

(Each of Holding, Cheeseman, Broadway and Clarmar is referred to as a "Borrower" and they are referred to collectively as the "Borrowers")

and

**COLE TAYLOR BANK,
as Lender**

Dated: As of April ____, 2007

Loan No.:

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LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement (the "Agreement") is made as of April ____, 2007, by and among WGC Holding Company LLC, a Delaware limited liability company ("Holding"), Wisconsin Food Gift Company d/b/a The Wisconsin Cheeseman, a Wisconsin limited liability company ("Cheeseman"), WGC Broadway LLC, a Wisconsin limited liability company ("Broadway"), and WGC Clarmar LLC, a Wisconsin limited liability company ("Clarmar") (Each of Holding, Cheeseman, Broadway and Clarmar is referred to as a "Borrower", and they are referred to collectively as the "Borrowers" and they are all located at 301 Broadway Drive, Sun Prairie, Wisconsin 53590 and Cole Taylor Bank, an Illinois chartered bank, having an address at 9550 West Higgins Road, Rosemont, Illinois 60018.

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.1 DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

"Account" shall mean any right to payment for goods sold or services rendered, whether or not evidenced by an instrument or document.

"Account Debtor" shall mean any Person obligated to pay on any Account of Cheeseman.

"Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director, officer or manager of such Person or of an Affiliate of such Person. Control shall mean the power, directly or indirectly, to direct or cause the direction of the management or business of a Person by ownership, contract or otherwise.

"Applicable Interest Rate" shall have the meaning provided in Section 2.3.

"Applicable Laws" shall mean all existing and future federal, state and local laws, ordinances, governmental rules and regulations or court orders affecting or which may be interpreted to affect the Borrowers.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as it may be amended from time to time or any successor statute.

"Board Advisory Fees" shall have the meaning set forth in Section 5.13.

"Borrowing Base" shall have the meaning set forth in Section 2.4 of this Agreement.

"Broadway Mortgage" shall mean the Open End Mortgage, Security Agreement and UCC Fixture Filing made by Broadway with respect to its real property in favor of Lender as security for its and Clarmar's obligations under the Mortgage Note.

"Business Day" shall mean a day on which Lender is open for the conduct of substantially all of its banking business at its office in the city in which the Notes are payable (excluding Saturdays and Sundays).

"Capital Expenditures" shall mean with respect to any period, the aggregate of all cash expenditures (including expenditures for Capital Lease Obligations) by the Borrowers during such period that are required by GAAP, consistently applied, to be included in or reflected by the property, plant and equipment or similar fixed asset accounts (or intangible accounts subject to amortization) on the balance sheet of the Borrowers.

"Capital Lease Obligations" shall mean, as to any Person, indebtedness represented by obligations under a capital lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Cash Collateral" shall have the meaning provided in Section 3.1.

"Cash Collateral Agreement" shall have the meaning provided in Section 3.1.

"Casualty" shall mean damage or destruction by fire, earthquake, wind or other casualty.

"Chattel Paper" shall have the meaning set forth in the Uniform Commercial Code.

"Clarmar Mortgage" shall mean the Open End Mortgage, Security Agreement and Fixture Filing made by Clarmar with respect to its real property in favor of Lender as security for its and Broadway's obligations under the Mortgage Note.

"Closing" shall mean the closing of the initial Loans contemplated hereunder.

"Closing Date" shall mean the date the initial Loans are extended by Lender to the Borrower.

"Collateral" shall have the meaning set forth in Article 3.

"Debt" shall mean the outstanding principal amount set forth in, and evidenced by, this Agreement and the Notes together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loans evidenced by the Notes, this Agreement or any other Loan Document.

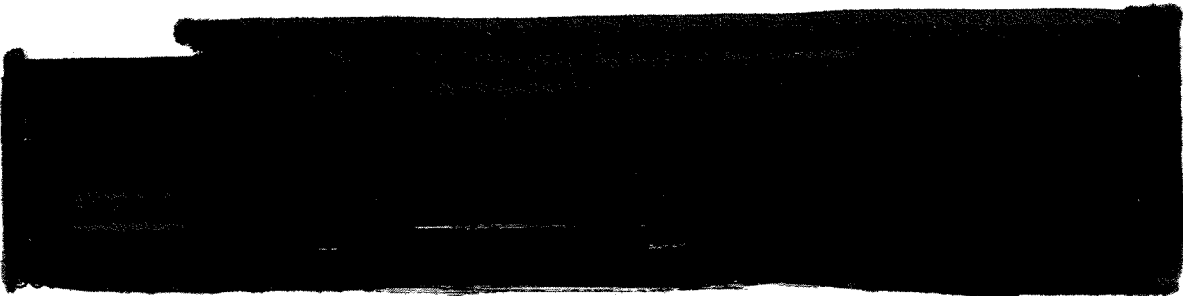
"Default" shall mean the occurrence of any event hereunder, under the Notes or under any other Loan Document which, but for the giving of notice or passage of time, or both, would be an Event of Default.

"Default Rate" shall have the meaning set forth in the Notes.

"EBITDA" shall mean, with respect to any period the Borrowers' consolidated net income after taxes for such period (calculated without reference to the Management Fees or Board Advisory Fees) (excluding any after-tax gains or losses on the sale of assets ((other than the sale of Inventory in the ordinary course of business)) and excluding other after-tax extraordinary gains or losses) plus interest expense, income tax expense, depreciation and amortization for such period.

"Eligible Accounts" shall mean each Account of Cheeseman arising in the ordinary course of Cheeseman's business which Lender, in its reasonable discretion, shall deem to be an Eligible Account. No Account shall be an Eligible Account if:

- (a) the Account arises out of a sale made by Cheeseman to an Affiliate;
- (b) the Account is due and unpaid beyond sixty (60) days after the original due date, provided that the original due date is not more than thirty (30) days after the original invoice date, except for the Scotts Division; provided however, that if more than twenty-five percent (25%) of the aggregate dollar amount of invoices owing by a particular Account Debtor remain unpaid sixty (60) days after the respective due date thereof, then all Accounts owing by that Account Debtor shall be deemed ineligible;



- (d) the Account Debtor has
 - (i) filed for a petition for relief under the Bankruptcy Code;
 - (ii) made a general assignment for the benefit of creditors;
 - (iii) a petition or other application for relief filed against it under the Bankruptcy Code;
 - (iv) applied for, suffered or consented to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its assets;

- (v) called a meeting of its creditors;
- (vi) admitted in writing its inability, or is generally unable to pay its debts as they become due; or
- (vii) ceased or suspended operation of its business.

(e) any covenant, representation or warranty contained in this Agreement with respect to such Account has been breached;

(f) the sale to the Account Debtor is outside the United States, unless the sale is on a letter of credit, guaranty or acceptance terms acceptable to Lender;

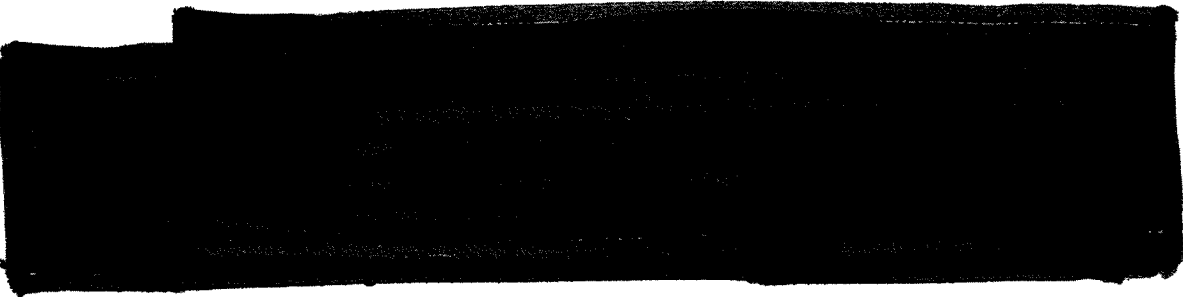
(g) the sale to the Account Debtor is a bill and hold, guaranteed sale, sale and return, sale on approval, consignment or any other repurchase or return basis;

(h) the goods giving rise to such Account have not been shipped and delivered to and accepted by the Account Debtor or the services giving rise to such Account have not been performed and accepted by the Account Debtor or the Account does not otherwise represent a final sale;

(i) the Account is subject to any offset, deduction, defense, dispute, or claim;

(j) Lender, in its reasonable judgment, determines that collection of such Account is questionable or the Account may not be paid by reason of Account Debtor's financial inability to pay;

(k) any return, rejection or repossession of the goods has occurred; or



(m) such Account is not otherwise satisfactory to Lender as determined in good faith by Lender in its reasonable discretion.

"Eligible Inventory" shall mean Inventory, excluding work in process, valued at the lower of cost or market determined on a first in first out basis and which Lender in its reasonable discretion shall deem to be Eligible Inventory. No Inventory shall be "Eligible Inventory" if such Inventory:

(a) is not located at Cheeseman's places of business set forth on Schedule A or a warehouse approved by Lender with an authenticated record acknowledging Lender's interest;

(b) is obsolete, slow moving, defective, unmerchantable or not useable or saleable in the ordinary course of Cheeseman's business;

(c) consists of returned goods;

(d) consists of perishable inventory subject to the Perishable Agricultural Commodities Act, as in effect from time to time ("PACA");

(e) is under consignment to or from any Person;

(f) does not meet any standards imposed by any Governmental Authority;

(g) is subject to any Lien whatsoever other than Permitted Liens; or

(h) such Inventory is not otherwise satisfactory to Lender as determined in good faith by Lender in its reasonable discretion.

"Environmental Law" shall mean any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment; including, but not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including, without limitation, Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; the River and Harbors Appropriation Act and the Residential Lead-Based Paint Hazard Reduction Act.

"Environmental Liens" shall mean any lien or encumbrance imposed pursuant to any Environmental Law, whether due to the act or omission of Borrowers or any other Person.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et seq.*, as amended from time to time and any successor statutes thereto and applicable regulations issued pursuant thereto in temporary or final form.

"Event of Default" shall have the meaning set forth in Section 7 of this Agreement.

"Fiscal Quarter" shall mean a three (3) month period ending on a March 31, June 30, September 30 and December 31.

"Fiscal Year" shall mean each twelve (12) month period commencing on January 1 and ending on December 31 during the term of the Loans.

"Fixed Charges" shall mean for any period, without duplication, scheduled payments of principal during the applicable period with respect to all Indebtedness of Borrowers, on a consolidated basis, for borrowed money, plus scheduled payments of principal during the applicable period with respect to all Capital Lease Obligations of Borrowers, on a consolidated basis, plus scheduled payments of interest during the applicable period with respect to all Indebtedness, on a consolidated basis, for borrowed money including Capital Lease Obligations, plus unfinanced Capital Expenditures of Borrowers, on a consolidated basis, during the applicable period, plus payments during the applicable period in respect to income or other taxes of Borrowers, on a consolidated basis, plus any permitted Management Fees and Board Advisory Fees paid by borrowers during such period minus interest income received in cash, on a consolidated basis, for such applicable period.

"Free Cash Flow" shall mean EBITDA , minus Fixed Charges.

"GAAP" shall mean generally accepted accounting principles in the United States of America as of the date of the applicable financial report.

"General Intangibles" shall have the meaning set forth in the Uniform Commercial Code.

"Governmental Authority" shall mean any court, board, agency, department, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, municipal, city, town, special district or otherwise) whether now or hereafter in existence.

"Hazardous Substance(s)" shall mean any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, contaminant or toxic substance or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including, without limitation, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, materials containing lead based paint, mold or fungus which may pose a risk to human health or the environment, radon, radioactive materials, flammables and explosives.

"Holding Pledge Agreement" shall have the meaning provided in Section 3.1.

"Indebtedness" shall mean, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money, whether or not evidenced by bonds, debentures, notes or similar instruments, (b) all Capital Lease Obligations of such Person, (c) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business), (d) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person, (e) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn) and banker's acceptances issued for the account of such Person, and (f) all liabilities of any partnership or joint venture of which such Person is a general partner or joint venturer.

"Indemnified Persons" shall mean: (a) Lender; (b) any prior owner or holder of the Loans; (c) any subsequent owner or holder of the Loans; (d) any receiver or other fiduciary appointed in a foreclosure or other bankruptcy, insolvency, reorganization, conservatorship or other relief with respect to debts, proceeding; (e) any officers, directors, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing; and (f) the heirs, legal representatives, successors and assigns of any and all of the foregoing (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Person's assets and business), in all cases whether during the term of the Loans or as part of or following a foreclosure.

"Instruments" shall have the meaning set forth in the Uniform Commercial Code.

"Internal Revenue Code" shall mean the Internal Revenue Code of 1986, 26 U.S.C. §1 *et seq.*, as amended, as it may be further amended from time to time, and any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

"Interest Period" shall have the meaning set forth in Section 2.3(a)(ii).

"Inventory" shall have the meaning set forth in the Uniform Commercial Code.

"Legal Requirements" shall mean all obligations imposed by all statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting the Borrowers, whether now or hereafter enacted and in force, and all permits, licenses, authorizations and regulations relating thereto.

"LIBOR Margin" means the amount of basis points added to the LIBOR Rate in connection with a LIBOR Rate Loan. Until October 31, 2008, the LIBOR Margin with respect to LIBOR Loans made with respect to the Term Loan or the Mortgage Loan shall be 250 basis points, and with respect to the Revolving Loan shall be 225 basis points. After October 31, 2008, the LIBOR Margin shall be determined in accordance with the provisions of Section 2.3(a)(iv).

"LIBOR Rate" shall mean the London interbank rate for thirty (30), sixty (60) or ninety (90) day U.S. dollar deposits determined by Lender as of one (1) Business Day prior to the first day of an Interest Period (the "Interest Rate Determination Date"), by reference to the offered rates which appear on the Reuters Screen LIBOR Page (as hereinafter defined) as of 11:00 a.m. (London time) on the Interest Rate Determination Date. If at least two such offered rates appear on the Reuters Screen LIBOR Page, the LIBOR Rate shall be the arithmetic mean of such offered rate (rounded upwards, if necessary, to the nearest whole multiple of 1/8%). If fewer than two offered rates appear, the LIBOR Rate shall be the rate provided. If, on any Interest Rate Determination Date, Lender is required but unable to determine the LIBOR Rate in the manner provided in this Paragraph, the LIBOR Rate for such Interest Rate Determination Date shall be the LIBOR Rate as determined by Lender on the basis of the one (1) month LIBOR Rate as published in The Wall Street Journal in Chicago, IL under the heading "London interbank offered rate, or Libor" of the "Money Rates" column in the "Money & Investing" section, (or if The Wall Street Journal in Chicago, IL is not published on such date, the next preceding date on which The Wall Street Journal in Chicago, IL is published). In the event The Wall Street Journal in Chicago, IL ceases publication or ceases to publish the one (1) month LIBOR Rate, Lender shall select a comparable publication to determine the one (1) month LIBOR Rate and provide notice thereof to Borrower. The establishment of the LIBOR Rate on each Interest Rate Determination Date by Lender and Lender's calculation of the Applicable Interest Rate for an Interest Period shall (in the absence of manifest error) be final and binding. "Reuters Screen LIBOR Page" shall mean the display designated as the "LIBOR" page on the Reuters Monitor Money Rates service (or such other page as may replace the LIBOR page on that service for the purpose of displaying London interbank offered rates of major banks). One (1) month LIBOR may or may not be the lowest rate based upon the market for U.S. Dollar deposits in the London Interbank Eurodollar Market at which Lender prices loans on the date on which the LIBOR Rate is determined by Lender as set forth herein.

"LIBOR Rate Loan" shall mean any Loan or portion of a Loan bearing interest with reference to the LIBOR Rate.

"Lien" shall mean any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Borrowers, the Collateral, any portion thereof or any interest therein, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"Loans" shall mean each of the loans made by Lender to the Borrowers (the Revolving Loan, the Term Loan and the Mortgage Loan) pursuant to this Agreement, and the term "Loans" means collectively the Loans made by Lender to Borrowers.


"Loan Documents" shall mean, collectively, this Agreement, the Notes, and any and all other documents, agreements and certificates executed and/or delivered in

connection with the Loans, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Lockbox" shall have the meaning provided in Section 2.6.

"Losses" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to legal fees and other costs of defense).

"Management Fees" shall have the meaning provided in Section 5.13.



"Material Adverse Effect" shall mean any event or condition, alone or when taken with other events or conditions or conditions existing or occurring concurrently with such event or condition has or is reasonably expected to have a detrimental effect on:

- (a) the business, operations, financial condition, assets, liabilities or properties of a Borrower;
- (b) the validity or enforceability of this Agreement or any other Loan Document;
- (c) the ability of the Borrowers to pay or perform the obligations;
- (d) the Collateral, the liens of Lender in and to the Collateral or the priority of Lender's liens, or
- (e) the ability of Lender to enforce its rights and remedies under this Agreement.

"Maturity Date" shall mean April 30, 2010.



"Members Pledge Agreement" shall have the meaning provided in Section 3.1.

"Minimum Tangible Net Worth" shall have the meaning set forth in Section 5.19.

"Mortgages" shall mean collectively the Clarmar Mortgage and the Broadway Mortgage.

"Mortgage Loan" shall mean the Loan made by the Lender to Clarmar and Broadway secured by the Mortgages.

"Mortgage Note" shall mean the Promissory Note executed by Clarmar and Broadway in favor of Lender evidencing the Mortgage Loan.

"Note" shall mean each of the Mortgage Note, the Revolving Note and the Term Note, made by Borrowers in favor of Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time and the Mortgage Note, the Revolving Note and the Term Note are referred to collectively as the "Notes".

"Obligations" shall mean:

(a) payment of the indebtedness from the Borrowers to Lender and all other liabilities and obligations of every kind or nature whatsoever of the Borrowers to Lender;

(b) the payment of all amounts advanced by Lender to preserve and protect the Collateral and defend its rights in the Collateral; and

(c) observance and performance of all of the Borrowers' other obligations to perform acts or refrain from taking any action under this Agreement, the Notes and the other Loan Documents.

"Permitted Liens" shall mean collectively:

(a) the Lien and security interests created by the Loan Documents;

(b) Liens, if any, for Taxes imposed by any Governmental Authority not yet due or delinquent.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Personal Property Collateral" shall have the meaning provided in Section 3.1.

"Prime Rate" shall mean the rate of interest announced by Lender in Chicago, Illinois from time to time as its "Prime Rate." The Borrower acknowledges that Lender may make loans to its customers above, at or below the Prime Rate.

"Prime Rate Loan" shall mean any Loan or portion of a Loan bearing interest with reference to the Prime Rate.

"Real Property Collateral" shall have the meaning provided in Section 3.1.

"Release" of any Hazardous Substance shall mean any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

"Remediation" shall mean:

(a) any response, remedial, removal, or corrective action, any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance;

(b) any actions to prevent, cure or mitigate any Release of any Hazardous Substance;

(c) any action to comply with any Environmental Laws or with any permits issued pursuant thereto; or

(d) any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances.

"Revolving Loan" shall mean the revolving line of credit loan made by Lender to Holding and Cheeseman pursuant to the Agreement.



"Revolving Note" is the Promissory Note executed by Holding and Cheeseman in favor of Lender evidencing the Revolving Loan.

"Scheduled Payment Date" shall have the meaning set forth in the Notes.

"Tangible Net Worth" shall have the meaning set forth in Section 5.19.

"Taxes" shall mean all income taxes, sales and use taxes, real estate and personal property taxes, assessments, now or hereafter levied or assessed or imposed against the Collateral or part thereof.

"Term Loan" means the term loan made by Lender to Holding and Cheeseman pursuant to the Agreement.

"Term Note" means the Promissory Note executed by Holding and Cheeseman in favor of Lender evidencing the Term Loan.

"Transfer" shall mean any direct or indirect sale, conveyance, mortgaging, grant, alienation, encumbrance, pledge, assignment or other transfer of the shares of stock, membership or limited liability company interests, or partnership interests of any of the Borrowers or any part thereof, or interest therein, or agreement to do any of the foregoing, whether voluntary or involuntary, and shall be deemed to include:

(a) an installment sales agreement wherein any of the Borrowers agrees to sell for a price to be paid in installments;

(b) if any Borrower or any general partner or managing member (or if no managing member, any member or non-member manager) of any Borrower is a corporation, any merger or consolidation, the voluntary or involuntary sale, conveyance, transfer or pledge of such corporation's stock (or the stock of any corporation directly or indirectly controlling such corporation by operation of law or otherwise) or the creation or issuance of new stock such that, in any such event, an aggregate of more than forty-nine percent (49%) of such corporation's stock shall be transferred, whether in one or a series of transactions;

(c) if any Borrower or any general partner or managing member (or if no managing member, any member or non-member manager) of any Borrower is a limited or general partnership or joint venture, any merger or consolidation, the change, removal, resignation or addition of a general partner or joint venturer or the transfer or pledge of the partnership interest of any general partner or joint venturer or any profits or proceeds relating to such partnership or joint venture interest;

(d) if any Borrower or any general partner or managing member of any Borrower is a limited liability company with a managing member, any merger or consolidation, the change, removal, resignation or addition of a managing member or the transfer of the membership interest of a managing member or any profits or proceeds relating to such managing membership interest or the transfer, change, removal, resignation or addition of any member such that an aggregate of more than forty-nine percent (49%) of the membership interests in such limited liability company shall be transferred, whether in one or a series of transactions; and

(e) if any Borrower or any general partner or managing member of any Borrower is a limited liability company without a managing member, any merger or consolidation, the change, removal, resignation or addition of any non-member manager whatsoever, or the transfer, change, removal, resignation or addition of any member such that an aggregate of more than forty-nine percent (49%) of the membership interests in such limited liability company shall be transferred, whether in one or a series of transactions.

"UCC" or "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the State of Illinois.

"U.S. Bank Account" shall have the meaning provided in Section 2.6.

ARTICLE II. LOAN TERMS

2.1 AGREEMENT TO BORROW AND LEND.

(a) Maximum Loan Amount. Borrowers agrees to borrow from Lender and Lender agrees to lend to Borrowers an amount up to the Maximum Loan Amount on the terms of and subject to the conditions of the Loan Documents.

REDACTED

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REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



ARTICLE III. SECURITY INTEREST

3.1 GRANT OF SECURITY INTERESTS. As security for (a) the payment by the Borrowers of the Debt and (b) performance of the Borrowers' Obligations, the Borrowers hereby grant or agree to cause to be granted to Lender the following security interests:

(a) Each of the Borrowers grants and assigns to Lender a security interest in (collectively the "Personal Property Collateral"):

- (i) all machinery, furniture, equipment, fixtures and other property of every kind and nature whatsoever owned by the Borrowers or in which the Borrowers have or shall have an interest and used in connection with the Borrowers' present or future operation, including, without limitation, the furniture, machinery and equipment set forth on Schedule B;
- (ii) all Inventory, work in process, raw materials, supplies, parts and other similar items owned by the Borrowers or in which the Borrowers have or shall have an interest and used in connection with the Borrowers' present or future operation;
- (iii) all moneys, securities and other property now or hereafter held or received by, in transit to, in possession of or under the control of Lender and all of the Borrowers' deposits, balances, sums and credits with Lender at any time existing;
- (iv) all Accounts, account receivables, escrows, Chattel Paper, Instruments, claims, deposits, lease receivables, tax refunds (federal, state or municipality) and all of the Borrowers' rights, remedies, causes in action, security and liens in, to an in respect of Accounts.
- (v) all General Intangibles, trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Borrowers' business, and the trademark and copyrights identified in Schedule E;
- (vi) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

- (vii) any and all other rights of the Borrowers in and to the items set forth in Subsections (i) through (vi) above; and
- (viii) replacements of, additions to and substitutions, whenever acquired, and the proceeds, both cash and non-cash of the Personal Property Collateral.

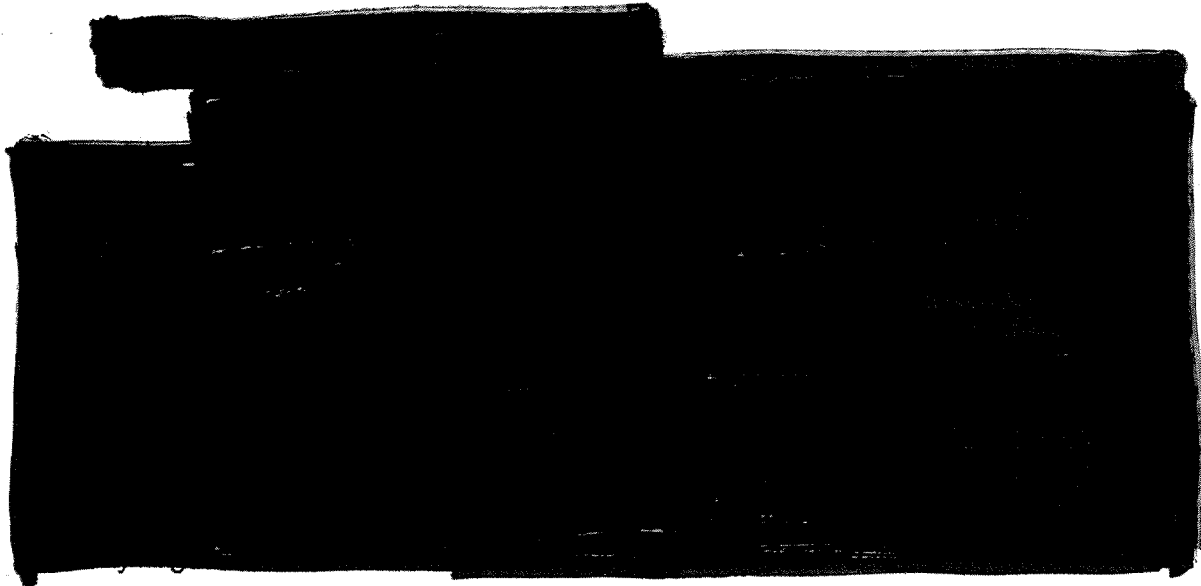
(b) Contemporaneously herewith, Clarmar and Broadway have executed the Mortgages in favor of Lender, granting a first mortgage lien upon the real property owned by Clarmar and the real property owned by Broadway, and the fixtures located thereon (the "Real Property Collateral"),

(c) Holding is hereby granting a security interest to Lender in and to one hundred percent (100%) of the membership interests in Cheeseman, Clarmar and Broadway, and Holding is contemporaneously herewith executing a Pledge and Security Agreement in favor of Lender granting such security interest (the "Holding Pledge Agreement"),

(d) Holding will deliver on the Closing Date a Pledge and Security Agreement executed by all of the members (the "Members Pledge Agreement") of Holding granting a security interest to Lender in one hundred percent (100%) of the membership interests owned by such members in Holding,

(e) Holding will execute on the Closing Date a Cash Collateral Agreement granting a security interest in the sum of One Million Dollars (\$1,000,000.00) to be maintained in a deposit account with Lender (the "Cash Collateral"), and

(f) The Personal Property Collateral, the Real Property Collateral, the Certificates evidencing one hundred percent (100%) of the Membership Interests in Holding, Cheeseman, Clarmar, and Broadway and the Cash Collateral are collectively referred to as the "Collateral".



interests in Cheeseman, Clarmar and Broadway, together with assignments separate from certificate executed in blank.

(d) Holding is also causing to be delivered certificates representing one hundred percent (100%) of the membership interests in Holding, together with assignments separate from certificate executed in blank, pursuant to the Members Pledge Agreement.

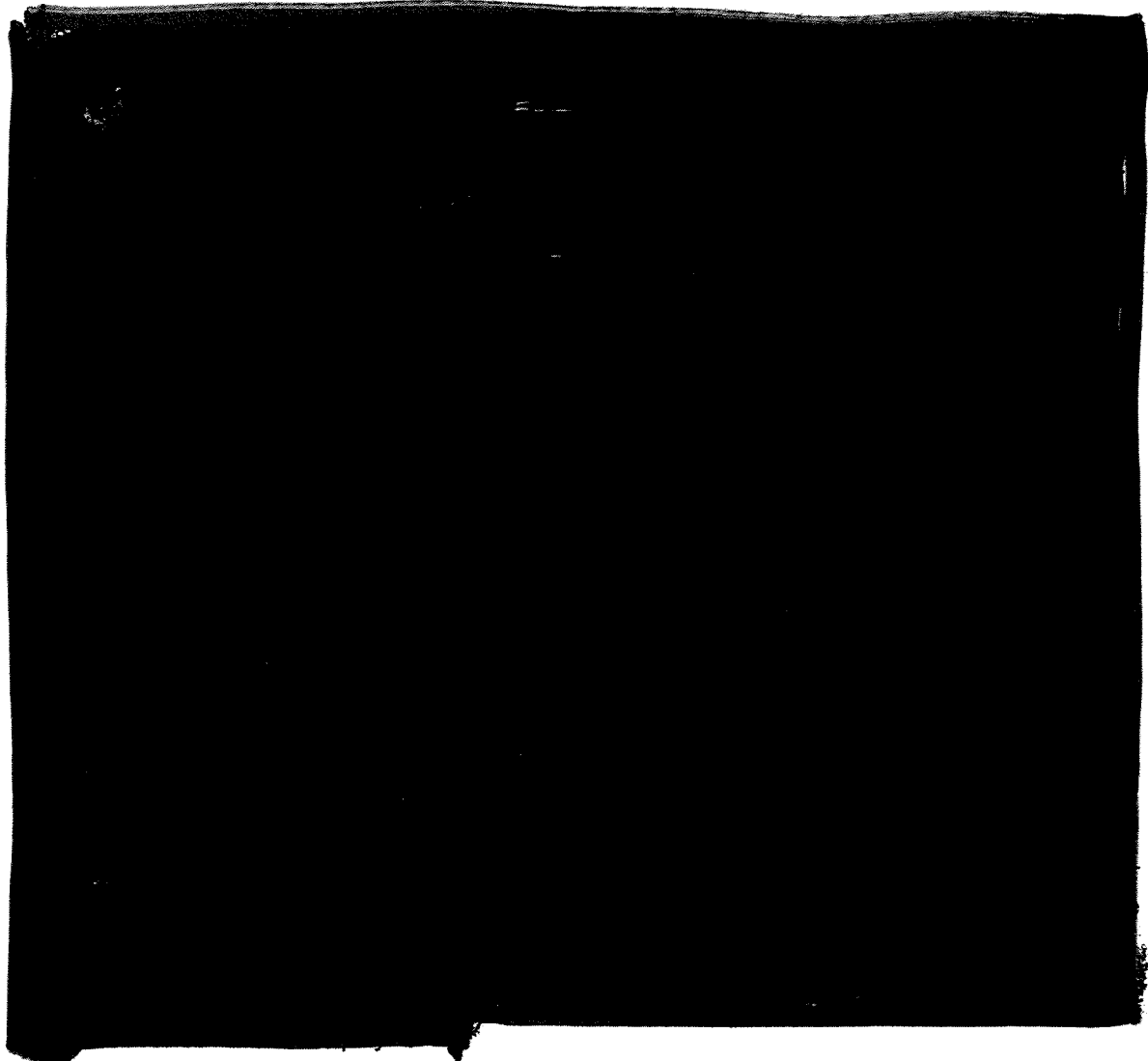
(e) Holding is also delivering the sum of One Million Dollars (\$1,000,000.00) into an account at Lender, pursuant to the Cash Collateral Agreement.

(f) From time to time, Lender may, but is not required to, perform any agreement or obligation of Borrowers hereunder which Borrowers shall fail to perform and take any action Lender deems necessary for the maintenance and preservation of any of its Collateral or its security interest.

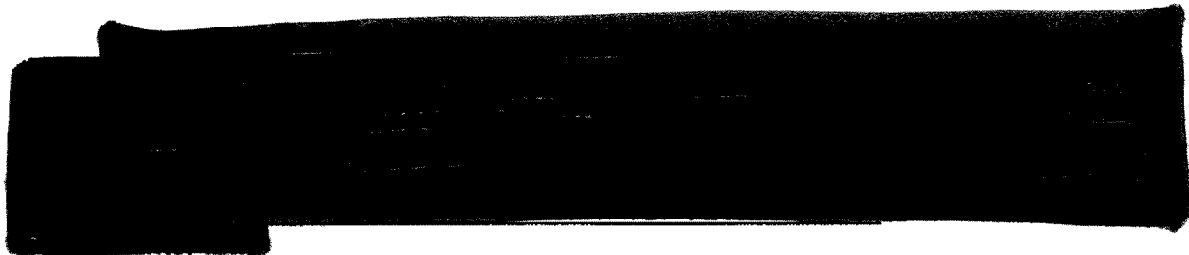


REDACTED

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4.11 INTELLECTUAL PROPERTY. All patents, trademarks, service marks, copyrights, design rights, tradenames, assumed names, trade secrets and licenses owned or utilized by the Borrowers are valid and have been duly filed with all appropriate Governmental Authorities and the Borrowers are not aware of any objection or challenge to their validity.



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[signature page to Loan and Security Agreement]

IN WITNESS WHEREOF, Borrowers and Lender have caused this Agreement to be duly signed and delivered as of the day and year first above written.

BORROWERS:	LENDER:
WGC HOLDING COMPANY LLC, a Delaware limited liability company By: _____ Name: _____ Its: _____	COLE TAYLOR BANK, an Illinois chartered bank By:  Name: Jeffrey J. Podwika Its: Vice President
WISCONSIN FOOD GIFT COMPANY LLC d/b/a THE WISCONSIN CHEESEMAN, a Wisconsin limited liability company By: _____ Name: _____ Its: _____	
WGC BROADWAY LLC, a Wisconsin limited liability company By: _____ Name: _____ Its: _____	
WGC CLARMAR LLC, a Wisconsin limited liability company By: _____ Name: _____ Its: _____	

[signature page to Loan and Security Agreement]

IN WITNESS WHEREOF, Borrowers and Lender have caused this Agreement to be duly signed and delivered as of the day and year first above written.

BORROWERS:	LENDER:
<p>WGC HOLDING COMPANY LLC, a Delaware limited liability company</p> <p>By: <u>[Signature]</u> Name: <u>Michael L. Kenig</u> Its: <u>Manager</u></p>	<p>COLE TAYLOR BANK, an Illinois chartered bank</p> <p>By: _____ Name: _____ Its: _____</p>
<p>WISCONSIN FOOD GIFT COMPANY LLC d/b/a THE WISCONSIN CHEESEMAN, a Wisconsin limited liability company</p> <p>By: <u>[Signature]</u> Name: <u>Gary A. Riccio</u> Its: <u>President</u></p>	
<p>WGC BROADWAY LLC, a Wisconsin limited liability company</p> <p>By: <u>[Signature]</u> Name: <u>Gary A. Riccio</u> Its: <u>President</u></p>	
<p>WGC CLARMAR LLC, a Wisconsin limited liability company</p> <p>By: <u>[Signature]</u> Name: <u>Gary A. Riccio</u> Its: <u>President</u></p>	

**SCHEDULE A -
PLACES OF BUSINESS**

Chief Executive Office

301 Broadway Drive
Sun Prairie, WI 53590

Locations of Inventory and Equipment


1. 301 Broadway Drive
Sun Prairie, WI 53590
2. 1500 Clarmar Drive
Sun Prairie, WI 53590

REDACTED

REDACTED

REDACTED

**SCHEDULE E -
TRADEMARKS AND COPYRIGHTS
UNITED STATES TRADEMARKS**

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

Trademarks -- United States Common Law	
Trademark	Goods
ALMONDBACKS	Chocolate covered caramel and almonds
CASHEWBACKS	Chocolate covered caramel and cashews
DAIRY DUMPLIN	Chocolates
DEGENEVE	Chocolates
DELICIOUS FISHES	Chocolates
LUXUREEZ	Fruit flavored bark
MACBACKS	Chocolate covered caramel and macademia nuts
PERFECT PAWS	Chocolates
REINDEER FEED	Pralines and crème crunch
SCOTT'S OF WISCONSIN and Design	Cheese and cold pack cheese food
SMILING FACE	Chocolates

UNITED STATES COPYRIGHTS

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