

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wm. Wrigley Jr. Company		10/06/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Parthars L.P., as Collateral Agent
Street Address:	30 Hudson Street
Internal Address:	36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2642526	FRESH SQUEEZED
Registration Number:	2642522	FRESH SQUEEZED
Registration Number:	2647184	ZAZZ-BERRY
Registration Number:	2646844	TOY BAG BUBBLE GUM
Registration Number:	2602709	ZING-ZANG
Registration Number:	2636941	METABO GUM
Registration Number:	2646843	COOKIE JAR BUBBLE GUM
Registration Number:	2644017	DRAGON FIRE
Registration Number:	2546509	NEON BEACH
Registration Number:	2501063	LOUIE THE LEOPARD
Registration Number:	2518723	SLY THE FOX
Registration Number:	2598771	NICOTIME
Registration Number:	2688952	HOW MUCH CAN YOU HANDLE?

TRADEMARK

900118801

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OP \$490.00 2642526

Registration Number:	2583026	HOW MUCH SOUR CAN YOU HANDLE?
Registration Number:	2135099	LOTTA LEMON
Registration Number:	1696314	SQUEEZE POP
Registration Number:	1479832	REED'S
Registration Number:	847421	REED'S
Registration Number:	2699012	BOOMER

# **CORRESPONDENCE DATA**

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda Kastner
Signature:	/lk/
Date:	10/20/2008

# **Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 6, 2008 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of the undersigned (each, a "Grantor" and collectively, the "Grantors") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of October 6, 2008 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or permitting co-existence (whether such Grantor is licensee or licensor thereunder), including, without limitation, each agreement listed on Schedule II hereto (collectively, "Trademark Licenses");

provided, that Excluded Assets shall not constitute Trademark Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is made solely to record the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with

respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of law provisions thereof (other than New York General Obligations Law, Section 5-1401 and any mandatory provisions of the UCC relating to the law governing perfection and the effect of perfection of the security interest).


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

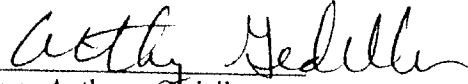
**WM. WRIGLEY JR. COMPANY (effective  
upon the completion of and after giving effect to  
the Merger)**

By:

  
Name: Stuart Guthrie-Brown  
Title: Vice President and Secretary

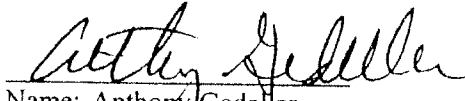
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**NORTHWESTERN FLAVORS, LLC**

By:   
Name: Anthony Gedeller  
Title: Vice President and Treasurer

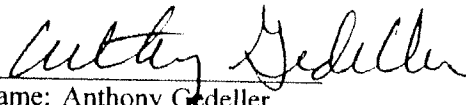
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**AMUROL CONFECTIONS COMPANY, LLC**

By:   
Name: Anthony Gedeller  
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

**L. A. DREYFUS COMPANY**

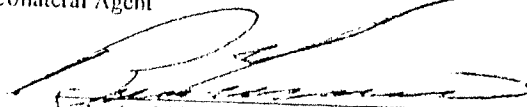
By:   
Name: Anthony Gedeller  
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]



GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Collateral Agent

By:



Authorized Signatory

BRUCE H. MENDELSON  
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003872 FRAME: 0850

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**TRADEMARKS OWNED BY WM. WRIGLEY JR. COMPANY**

<b>Mark</b>	<b>Number</b>	<b>Status</b>
Fresh Squeezed (and Design)	2642526	Registered
Fresh Squeezed (and Design)	2642522	Registered
Zazz-Berry	2647184	Registered
Toy Bag Bubble Gum	2646844	Registered
Zing-Zang	2602709	Registered
Metabo Gum	2636941	Registered
Cookie Jar Bubble Gum	2646843	Registered
Dragon Fire	2644017	Registered
Neon Beach	2546509	Registered
Louie The Leopard	2501063	Registered
Sly the Fox	2518723	Registered
Nicotime	2598771	Registered
How Much Can You Handle	2688952	Registered
How Much Can You Handle	2583026	Registered
Lotta Lemmon	2135099	Registered
Squeeze Pop	1696314	Renewed
Reed's	1479832	Registered
Reed's	847421	Renewed
Boomer	2699012	Registered

**SCHEDULE II**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK LICENSES<sup>1</sup>**

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<sup>1</sup> Schedule to include only exclusive Trademark Licenses of Registered IP where Grantor is licensee.

**NONE**