

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		03/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Farley's & Sathers Candy Company, Inc.
Street Address:	P.O. Box 28
Internal Address:	1 Sather Plaza
City:	Round Lake
State/Country:	MICHIGAN
Postal Code:	56167
Entity Type:	CORPORATION: DELAWARE

Name:	Schuler Chocolates, Incorporated
Street Address:	380 Jackson Street
Internal Address:	Suite 700
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55101
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1707055	
Registration Number:	1130067	LIFE SAVERS
Registration Number:	0180487	

CORRESPONDENCE DATA

Fax Number: (312)645-3503

CH \$90.00 1707055

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

Phone: 312-645-3908
Email: trademark.department@wrigley.com
Correspondent Name: Stacy Chronopoulos
Address Line 1: 410 North Michigan Avenue
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Stacy P. Chronopoulos
Signature:	/Stacy P. Chronopoulos/
Date:	04/28/2009

Total Attachments: 5

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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTERESTS
IN TRADEMARK RIGHTS**

PARTIAL TERMINATION AND RELEASE dated as of March 30, 2009, from General Electric Capital Corporation, a Delaware corporation, as administrative agent and collateral agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Wm. Wrigley Jr. Company ("Wrigley"), a Delaware corporation, as well as to Farley's & Sathers Candy Company, Inc. ("Farley's"), a Delaware corporation, and Schuler Chocolates, Incorporated ("Schuler"), a Minnesota corporation, where appropriate.

WITNESSETH:

WHEREAS, pursuant to a License Agreement effective as of February 28, 2001, Nabisco Brands Company ("Nabisco") granted to Brach's Confections, Inc. ("Brach's") a personal, non-exclusive license to use the trademarks set forth in Schedule A (the "Life Savers Trademarks") in connection with certain licensed products in the United States and its territories;

WHEREAS, Wrigley acquired certain assets, including the Life Savers Trademarks, from Nabisco in 2005, and Farley's acquired Brach's in 2007;

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of March 24, 2006 (the "First Credit Agreement"), and Second Lien Credit Agreement, dated as of March 24, 2006 (the "Second Credit Agreement"), both among Farley's, the Lenders, and the Agent (together, the "Credit Agreements"), the Lenders agreed to extend credit to Farley's upon certain terms and subject to certain conditions, all as set forth in the Credit Agreements;

WHEREAS, pursuant to a Guaranty and Security Agreement, dated as of December 16, 2005, made by the Grantors (as defined therein) in favor of the Agent (the "2005 Security Agreement"), the Grantors agreed to guarantee the obligations of Farley's under the First Credit Agreement and granted a security interest (the "First Security Interest") to the Agent in certain collateral, including the Life Savers Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to a Guaranty and Security Agreement, dated as of March 24, 2006, made by the Grantors (as defined therein) in favor of the Agent (the "2006 Security Agreement," and, together with the 2005 Security Agreement, the "Security Agreements"), the Grantors agreed to guarantee the obligations of Farley's under the Second Credit Agreement and granted a security interest (the "Second Security Interest," and, together with the First Security Interest, the "Security Interests") to the Agent in certain collateral, including the Life Savers Trademark Collateral;

WHEREAS, pursuant to that Trademark Security Agreement, dated as of November 14, 2007, among the Agent, Farley's, and Schuler, and that Trademark Security Agreement (Second Lien) dated as of November 14, 2007, among the Agent, Farley's, and Schuler (together, the "Short Form Security Agreements"), Farley's and Schuler, by reference to the Security Agreements, reaffirmed their intent to grant the Security Interests to the Agent specifically in the

Trademark Collateral (as defined in the Short Form Security Agreements), including the Life Savers Trademark Collateral;

WHEREAS, the Short Form Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on November 14, 2007, at Reel 3663 and Frame 0344 and at Reel 3663 and Frame 0366, respectively; and

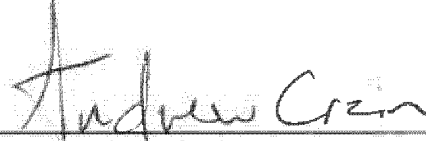
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interests in the Life Savers Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Life Savers Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Life Savers Trademark Collateral," as used herein, shall mean all of Farley's, the Grantors', and Wrigley's right, title and interest of every kind and nature as of the date hereof in (a) the Life Savers Trademarks; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with use of, and symbolized by, each such Life Savers Trademark; and (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
2. Release of First Security Interest. The Agent hereby terminates, releases and discharges its First Security Interest in the Life Savers Trademark Collateral, and any right, title or interest of the Agent in such Life Savers Trademark Collateral shall hereby cease and become void.
3. Release of Second Security Interest. The Agent hereby terminates, releases and discharges its Second Security Interest in the Life Savers Trademark Collateral, and any right, title or interest of the Agent in such Life Savers Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION

A handwritten signature in cursive script that reads "Andrew Crain". The signature is written in dark ink and is positioned above a horizontal line.

Name: Andrew Crain

Title: Duly Authorized Signatory

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 1st day of APRIL, ~~December~~, 2008⁹, before me personally appeared ANDREW CRAIN to me known who, being by me duly sworn, did depose and say that he/~~she~~ is Andrew Crain of General Electric Capital Corporation, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by General Electric Capital Corporation.



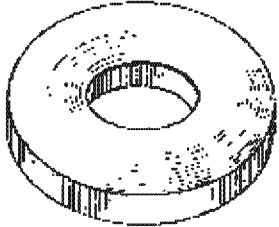
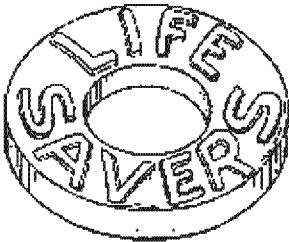
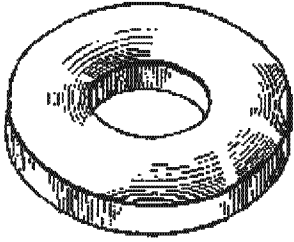
(Affix Seal Below)

Cynthia Johnson
Notary Public

CYNTHIA JOHNSON
Notary Public, State of New York
No. 01JO6156114
Qualified in Suffolk County
Commission Expires November 27, 2010

SCHEDULE A

U.S. TRADEMARKS

Mark	Registration Number
 (Design Only)	1707055
 LIFE SAVERS	1130067
 (Design Only)	0180487