# 00 125466

#### 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
Goldman Sachs Credit Partners L.P.		04/25/2011	LIMITED PARTNERSHIP:

#### **RECEIVING PARTY DATA**

Name:	Wm. Wrigley Jr. Company	
Street Address:	410 North Michigan Avenue	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60611	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1254665	BIG LEAGUE CHEW
Registration Number:	1262578	BIG LEAGUE CHEW
Registration Number:	3261816	GROUNDBALL GRAPE
Registration Number:	2251966	THE BALLPLAYERS' BUBBLE GUM
Registration Number:	3472173	WILD PITCH WATERMELON

#### **CORRESPONDENCE DATA**

Fax Number: (312)645-3503

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

Phone: 312-644-2121

Email: tammy.settlenussbaum@wrigley.com

Correspondent Name: Tammy Nussbaum

Address Line 1: 410 North Michigan Avenue
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Tammy Nussbaum

TRADEMARK

REEL: 004529 FRAME: 0616

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Signature:	/Tammy Nussbaum/
Date:	04/27/2011
Total Attachments: 6 source=BIGLEAGUECHEWRELEASE#pag source=BIGLEAGUECHEWRELEASE#pag source=BIGLEAGUECHEWRELEASE#pag source=BIGLEAGUECHEWRELEASE#pag source=BIGLEAGUECHEWRELEASE#pag source=BIGLEAGUECHEWRELEASE#pag	e2.tif e3.tif e4.tif e5.tif

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement") is entered into as of April 25, 2011 by Goldman Sachs Credit Partners L.P. ("GSCP"), as Original Agent (as defined below) for certain banks and other financial institutions.

#### WITNESSETH:

WHEREAS, reference is made to (a) that certain Credit and Guaranty Agreement dated as of October 6, 2008, as amended pursuant to that certain First Amendment to Credit and Guaranty Agreement dated as of February 19, 2009, as further amended pursuant to that certain Amendment Agreement dated as of December 17, 2009, originally entered into among, inter alia (i) New Uno Acquisition Corporation (which merged with and into Wm. Wrigley Jr. Company (the "Grantor")), as borrower, (ii) certain subsidiaries of the Grantor as Guarantors, (iii) GSCP, as sole lead arranger and sole lead bookrunner, (iv) Barclays Capital, the investment banking division of Barclays Bank plc, General Electric Capital Corporation, GSCP, Rabobank Nederland New York Branch and Sumitomo Mitsui Banking Corporation, as co-syndication agents, (v) Barclays Capital, the investment banking division of Barclays Bank plc, GE Capital Markets, Inc., Rabobank Nederland New York Branch and Sumitomo Mitsui Banking Corporation, as co-arrangers, (vi) Mizuho Corporate Bank, Ltd. and Bayerische Landsebank, New York Branch, as co-senior managing agents, (vii) various lenders, and (viii) GSCP, as administrative agent and collateral agent (as these terms are respectively defined therein) (as so amended, the "Original Credit Agreement"); and (b) that certain Second Amended and Restated Credit and Guaranty Agreement dated 28 June 2010 by and among Grantor, as borrower, certain subsidiaries of the Grantor as guarantors, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch ("Rabobank"), as the successor administrative agent and collateral agent, and the other parties party thereto (the "Amended and Restated Credit Agreement");

WHEREAS, in connection with the Original Credit Agreement, the Grantor granted to the GSCP a security interest (the "Security Interest") in the Trademark Collateral (as hereinafter defined) pursuant to that certain Trademark Security Agreement, dated as of October 6, 2008 (the "Security Agreement"), by and among Grantor, Northwestern Flavors, LLC, Amurol Confections Company, LLC and L.A. Dreyfus Company and GSCP, which was recorded in the Trademark Division of the United States Patent and Trademark Office on October 7, 2008 at Reel 3866 and Frame 0811;

WHEREAS, the Grantor, by its countersignature below, hereby represents and warrants (1) as of the date of the Security Agreement, the Trademark Collateral was owned by The Rob Nelson Company, a Washington corporation ("TRNC"), and was licensed to, but not owned by, the Grantor under a certain license agreement by and between the Grantor and TRNC with an effective date of July 1, 2005, which was amended by (i) an Amendment dated as of January 11, 2007, (ii) a Second Amendment dated as of February 11, 2008 and (iii) a Third Amendment dated as of March 3, 2009 (collectively, the "License Agreement"); and (2) pursuant to that

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certain Termination Agreement dated as of July 28, 2010 by and between TRNC and the Grantor, the License Agreement was terminated and the Grantor assigned and transferred to TRNC all ownership, rights and interest that it had in the Trademark Collateral;

WHEREAS, in connection with the Amended and Restated Credit Agreement, Rabobank was appointed as successor administrative agent and collateral agent and, pursuant to that certain Resignation and Appointment of Agent agreement dated 28 June 2010, GSCP assigned all of its rights and claims under the security interests and guaranties granted to GSCP in its capacity as administrative agent and collateral agent under the Original Credit Agreement (in such capacity, "Original Agent"), and including, but not limited to, its rights under the Security Agreement, to Rabobank, as successor administrative agent and collateral agent (in such capacities, "Successor Agent"); and

WHEREAS, in order to provide TRNC a clean record of ownership in the Trademark Collateral, the Grantor and Successor Agent, by their respective countersignatures below, hereby request and instruct GSCP to enter into this Agreement and to release its Security Interest in the Trademark Collateral pursuant to the terms hereof.

NOW, THEREFORE, to clear the record of the outstanding Security Interest granted to GSCP in the Trademark Collateral, and upon the terms set forth in this Agreement, GSCP hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral", as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on <u>Schedule A</u> hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.
- 2. <u>Release of Security Interest</u>. Based solely on the Grantor's representations made herein and pursuant to the Grantor's and Successor Agent's express instructions included herein, GSCP hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of GSCP in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Authorization to File.</u> GSCP hereby authorizes the Grantor or its authorized representative to file this Agreement with the United States Patent and Trademark Office in order to memorialize the release of the Security Interest in the Trademark Collateral.

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

Goldman Sachs Credit Partners L.P., as Original Agent

Name:

ame: MARK WALTC

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ACKNOWLEDGED AND AGREED as of the date first above written:

Wm. Wrigley Jr. Company, as Grantor

By: ENED MOLLAS

Name: Ellen Kollas

Title: St. UP, Secretary and beneral counses

Trademark Release - Goldman Sachs

# ACKNOWLEDGED AND AGREED as of the date first above written:

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Successor Agent

Ву:

Name: Katye A Whalen Title: Vice President

Ву:

Name: Brett Delfino Title: Executive Director

Trademark Release - Goldman Sachs

### Schedule A

## U.S. Registered Trademarks

<u>Trademark</u>	App. No.	Reg No.
BIG LEAGUE CHEW	73/219,786	1,254,665
BIG LEAGUE CHEW (& DESIGN)	73/283,166	1,262,578
GROUNDBALL GRAPE	78/288,978	3,261,816
THE BALL PLAYER'S BUBBLE GUM	75/372,584	2,251,966
WILD PITCH WATERMELON	77/389,909	3,472,173

Trademark Release - Goldman Sachs

**RECORDED: 04/27/2011**