

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wm. Wrigley Jr. Company	12/05/2008
RECEIVING PARTY DATA	
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	30 Hudson Street
Internal Address:	36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D510860
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312/876-7628
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Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins
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ATTORNEY DOCKET NUMBER:	16020
NAME OF SUBMITTER:	Linda Kastner
Total Attachments: 6 source=Wrigley.PatentSecurityAgreement.12.5.08#page1.tif source=Wrigley.PatentSecurityAgreement.12.5.08#page2.tif	

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## PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of December 5, 2008 (as amended, restated or otherwise modified from time to time, the "Patent 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 any successors and assigns thereto 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 thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent 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 Patent 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 "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

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

provided, that Excluded Assets shall not constitute Patent Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted 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 Patent 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 Patent 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 Patent 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 Patent 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 Patent 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: 

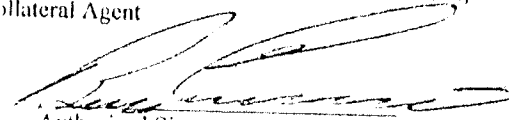
Name: Stuart Guthrie-Brown

Title: Vice President and Secretary

[Signature Page to Patent Security Agreement]

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

By:

  
Authorized Signatory

BRUCE H. MENDELSON  
AUTHORIZED SIGNATORY

[Signature Page to Patent Security Agreement]

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS AND APPLICATIONS**

PATENT	PATENT NUMBER	FILING DATE
Container Assembly For Food Items	D510860	2/16/05

**SCHEDULE II**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENT LICENSES<sup>1</sup>**

**NONE**

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