

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
Lucas World, Inc.	09/30/2010
RECEIVING PARTY DATA	
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D539157
Patent Number:	D526901
Patent Number:	D516430
Patent Number:	D513185
Patent Number:	D512918
Patent Number:	D513187
CORRESPONDENCE DATA	
Fax Number:	(678)553-2602
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6785532601
Email:	jimmarl@gtlaw.com
Correspondent Name:	LaShana C. Jimmar, Paralegal
Address Line 1:	Greenberg Traurig, LLP
Address Line 2:	3290 Northside Parkway, Suite 400
Address Line 4:	atlanta, GEORGIA 30327

CH \$240.00 D539157

PATENT

501311019

REEL: 025084 FRAME: 0691

NAME OF SUBMITTER:

LaShana C. Jimmar

Total Attachments: 20

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of September 30, 2010 (as amended, restated or otherwise modified from time to time, the "*Patent Security Agreement*"), between each of **WM. WRIGLEY JR. COMPANY**, a Delaware corporation, **LUCAS WORLD, INC.**, a Delaware Corporation, and **GIC INNOVATIONS COMPANY**, a Delaware corporation (collectively, the "*Grantors*"), and **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH**, in its capacity as collateral agent for the First Lien Secured Parties (together with any successors and assigns thereto in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit and Guaranty Agreement dated as of June 28, 2010 (the "*Credit Agreement*"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower (in each case, as such terms are defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each of the Grantors and certain other subsidiaries of the Borrower have executed and delivered the Amended and Restated Pledge and Security Agreement dated as of June 28, 2010 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "*Pledge and Security Agreement*");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including Patents and Patent Licenses; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained in the Pledge and Security 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 First Lien 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 First Lien 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.

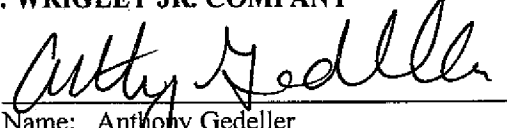
SECTION 4. APPLICABLE LAW. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of law provisions thereof (other than New York 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

By: 

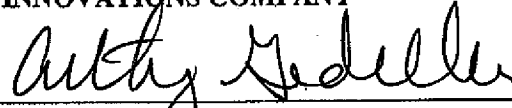
Name: Anthony Gedeller

Title: Vice President and Treasurer

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.

GIC INNOVATIONS COMPANY

By:



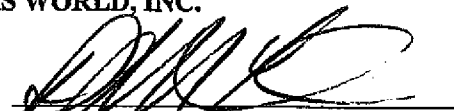
Name: Anthony Gedeller

Title: Vice President and Treasurer

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.

LUCAS WORLD, INC.

By:



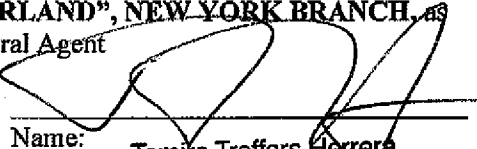
Name: Peter M. Seka

Title: Assistant Secretary

Accepted and Agreed:

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Collateral Agent**

By:


Name: Tamira Treffers Herrera
Title: Managing Director

By:


Name: Brett Delfino
Title: Executive Director

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

WM. WRIGLEY JR. COMPANY

ISSUED PATENT NUMBER	ISSUE DATE
7797909	21-Sep-10
5334397	2-Aug-94
6238711	29-May-01
5543160	6-Aug-96
5800847	1-Sep-98
7442026	28-Oct-08
6024988	15-Feb-00
6572900	3-Jun-03
7527189	5-May-09
D545188	26-Jun-07
5501864	26-Mar-96
6238710	29-May-01
6238710	29-May-01
5486366	23-Jan-96
5562936	8-Oct-96
7244454	17-Jul-07
D552993	16-Oct-07
D596032	14-Jul-09
D596035	14-Jul-09
5580590	3-Dec-96
6472000	29-Oct-02
5372824	13-Dec-94
D588471	17-Mar-09
6776288	17-Aug-04
5364627	15-Nov-94
6030647	29-Feb-00
5612071	18-Mar-97
6858237	22-Feb-05
D531498	7-Nov-06
6004589	21-Dec-99
6017565	25-Jan-00
5827549	27-Oct-98
6086925	11-Jul-00
5614234	25-Mar-97

ISSUED PATENT NUMBER	ISSUE DATE
5976581	2-Nov-99
5980955	9-Nov-99
5378131	3-Jan-95
5139793	18-Aug-92
D576776	16-Sep-08
D546175	10-Jul-07
6193105	27-Feb-01
7115288	3-Oct-06
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D484795	6-Jan-04
D537338	27-Feb-07
6010723	4-Jun-00
6627233	30-Sep-03
7078066	18-Jul-06
7364761	29-Apr-08
5171589	15-Dec-92
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5908645	1-Jun-99
6592912	15-Jul-03
6955827	18-Oct-05
6165516	26-Dec-00
6444241	3-Sep-02
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6740332	25-May-04
D535019	9-Jan-07
D525119	18-Jul-06
6479088	12-Nov-02
D535020	9-Jan-07
7563468	21-Jul-09
D523352	20-Jun-06
5409715	25-Apr-95
5376388	27-Dec-94
D535021	9-Jan-07
D535016	9-Jan-07
5972392	26-Oct-99
6562382	13-May-03
6455080	24-Sep-02
D516422	7-Mar-06
5916606	29-Jun-99
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5397579	14-Mar-95
5536511	16-Jul-96
6264999	24-Jul-01

ISSUED PATENT NUMBER	ISSUE DATE
5494685	27-Feb-96
5545415	13-Aug-96
5330771	19-Jul-94
5236719	17-Aug-93
5458892	17-Oct-95
5198251	30-Mar-93
5108762	28-Apr-92
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5128155	7-Jul-92
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7666685	23-Feb-10
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6551643	22-Apr-03
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5474787	12-Dec-95
5320854	14-Jun-94
7078052	18-Jul-06
7767243	3-Aug-10
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5178889	12-Jan-93
6350480	26-Feb-02
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D510859	25-Oct-05
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D529819	10-Oct-06
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D497802	2-Nov-04
7347985	25-Mar-08
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5637334	10-Jun-97
5651936	29-Jul-97
6656493	2-Dec-03
D391097	24-Feb-98
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D485421	20-Jan-04
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5437876	1-Aug-95
5424080	13-Jun-95
5286500	15-Feb-94
5336509	9-Aug-94

ISSUED PATENT NUMBER	ISSUE DATE
6866876	15-Mar-05
5348750	20-Sep-94
5977166	2-Nov-99
5525361	11-Jun-96
7338677	4-Mar-08
7378118	27-May-08
379906	17-Jun-97
5206042	27-Apr-93
5120551	9-Jun-92
385131	21-Oct-97
6692778	17-Feb-04
7416751	26-Aug-08
5462754	31-Oct-95
5538741	23-Jul-96
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5567450	22-Oct-96
6200608	13-Mar-01
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5525360	6-Jun-96
5665406	9-Sep-97
6267997	31-Jul-01
6858238	22-Feb-05
5124160	23-Jun-92
6759066	6-Jul-04
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7185809	6-Mar-07
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7658602	9-Feb-10

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7022352	4-Apr-06
5266336	30-Nov-93
6849280	1-Feb-05
6811797	2-Nov-04
5510124	23-Apr-96
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5571543	5-Nov-96
5227182	13-Jul-93
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5523097	4-Jun-96
5397580	14-Mar-95
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5362500	8-Nov-94
D598293	18-Aug-09

ISSUED PATENT NUMBER	ISSUE DATE
5128154	7-Jul-92
D597418	4-Aug-09
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D612722	30-Mar-10
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7504122	17-March-09
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D543842	05-June-07
D525865	01-August-06

APPLICATION NUMBER
29/330974
11/682765
12/596939
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APPLICATION NUMBER
29/337098
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12/264035

APPLICATION NUMBER
12/299221
12/375751
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SCHEDULE 1
to
PATENT SECURITY AGREEMENT

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PATENT REGISTRATIONS AND APPLICATIONS

LUCAS WORLD INC.

Patent Number	Issue Date	Owner
D539157	27/March/2007	LUCAS WORLD, INC.
D526901	22/August /2006	LUCAS WORLD, INC.
D516430	7/March/2006	LUCAS WORLD, INC.
D513185	27/December/2005	LUCAS WORLD, INC.
D512918	20/December/2005	LUCAS WORLD, INC.
D513187	17/December/2005	LUCAS WORLD, INC.

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

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PATENT REGISTRATIONS AND APPLICATIONS

GIC INNOVATIONS COMPANY

Patent Number	Issue Date	Owner
7592025	22/September/2009	GIC INNOVATIONS COMPANY
7544377	9/June/2009	GIC INNOVATIONS COMPANY
7470442	30/December/2008	GIC INNOVATIONS COMPANY

Schedule II to Patent Security Agreement

Exclusive Patent Licenses

Licenser	Licensee	Description	Effective Date	Territory	Registration/ Application Country	Registration/ Application No.
The Proctor & Gamble Company	Wm. Wrigley Jr. Company	License of patents for use with polyphosphate-containing oral care products in the field of chewing gum and confections	July 30, 2001	Worldwide	United States	5658553 5589160 5651958 5716601 5827505 6132700 6123960 6153567 6004538 6183958 5856282 6008171 6024891 5281411 5004597 5213790 4145666 5683678 5085852 5939052 6187295 6190644 5681549 5686063 5290542 5474761 5406604 5326554 5456903
Mars, Incorporated	Wm. Wrigley Jr. Company	License of patents for use in connection with the business and operations of Mars' sugar confectionary business as more fully defined in the license	October 4, 2008	Worldwide	United States	09/479649 7182018 6893671 10/451803 6638550 7320808 6364948 6689417 09/855585 7272571 11/636420 6408602

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						6381925 6763945 10/25/3880 7140511 6561391 6173267 (Registered Owner of 6173267 is Cairns Holdings LLC)
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PATENT