

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	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: 427	
Property Type	Number
Patent Number:	7797909
Patent Number:	5334397
Patent Number:	6238711
Patent Number:	5543160
Patent Number:	5800847
Patent Number:	7442026
Patent Number:	6024988
Patent Number:	6572900
Patent Number:	7527189
Patent Number:	D545188
Patent Number:	5501864
Patent Number:	6238710
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Patent Number:	5562936

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PATENT
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Patent Number:	6763945
Application Number:	10253880
Patent Number:	7140511
Patent Number:	6561391
Patent Number:	6173267

CORRESPONDENCE DATA

Fax Number: (678)553-2602

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

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

PATENT
REEL: 025095 FRAME: 0025

Address Line 4: atlanta, GEORGIA 30327

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.

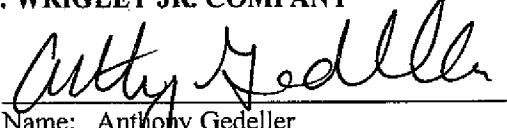
SECTION 4. APPLICABLE LAW. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of law provisions thereof (other than New York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

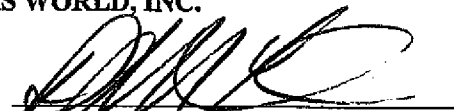
GIC INNOVATIONS COMPANY

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

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LUCAS WORLD, INC.

By:



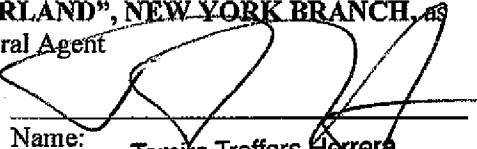
Name: Peter M. Seka

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
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D596032	14-Jul-09
D596035	14-Jul-09
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6086925	11-Jul-00
5614234	25-Mar-97

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D473033	15-Apr-03
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6558692	06-May-03
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6530505	11-March-03
7032754	25-April-06
6773730	10-August-04
6953598	11-October-05
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6602518	05-August-03
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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
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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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