

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wm. Wrigley Jr. Company		10/06/2008	CORPORATION: DELAWARE

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
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2843356	AQUADROPS
Registration Number:	3254403	BIG TIME
Registration Number:	2879841	FEEL THE CHARGE, TASTE THE RAINBOW
Registration Number:	3096107	HOLIDAY MINT SKITTLES
Registration Number:	2722014	RAINBOWWORKS
Registration Number:	2923636	S
Registration Number:	2604085	SIENTE EL CORRIENTAZO
Registration Number:	1221105	SKITTLES
Registration Number:	2949268	SKITTLES
Registration Number:	3101167	SKITTLES
Registration Number:	1966670	SKITTLES
Registration Number:	1966671	SKITTLES
Registration Number:	1966669	

OP \$1465.00 2843356

Registration Number:	2727071	SKITTLES
Registration Number:	1366914	SKITTLES
Registration Number:	1318413	SKITTLES
Registration Number:	2727070	SKITTLES
Registration Number:	2535714	S
Registration Number:	1331145	SKITTLES
Registration Number:	1538344	TASTE THE RAINBOW OF FRUIT FLAVORS
Registration Number:	3112392	X-TREME FRUIT SKITTLES
Registration Number:	3011681	BLUE RASPBERRY FREEZE
Registration Number:	3018177	MYSTERY FLAVOR?
Registration Number:	3327785	PSYCHEDELI-MELON
Registration Number:	2016700	REAL FRUIT JUICE! GREAT FRUIT TASTE!
Registration Number:	2960535	REFRESHINGLY WET
Registration Number:	1000007	STARBURST
Registration Number:	2540444	
Registration Number:	2622137	
Registration Number:	3325202	MORE JUICE MORE BURST
Registration Number:	1545544	STARBURST
Registration Number:	3013566	STARBURST ICY BURSTS
Registration Number:	2586421	STARBURST FRUIT CHEW POPS
Registration Number:	2550689	FORTUNE RAINBOW
Registration Number:	2929318	SKITTLES
Registration Number:	1415102	SKITTLES
Registration Number:	2279534	SKITTLES
Registration Number:	3424514	SKITTLES
Registration Number:	3353307	SKITTLES
Registration Number:	3278045	SKITTLES
Registration Number:	3410890	SKITTLES
Registration Number:	3314827	SKITTLES S
Registration Number:	2278216	SKITTLES
Registration Number:	2705221	FRUIT CHEWLICIOUS
Registration Number:	2931118	ISN'T LIFE JUICY?
Registration Number:	2618172	STARBURST
Registration Number:	3223728	STARBURST
Registration Number:	3177483	STARBURST

Serial Number:	77379477	RONDOS
Serial Number:	77383391	CRAZY CORES
Serial Number:	77470563	FAVEREDS
Serial Number:	78712947	GUMMIBURSTS
Serial Number:	77255107	ISN'T LIFE JUICY?
Serial Number:	77496679	SKITTLES
Serial Number:	77248196	SKITTLES
Serial Number:	77260766	SKITTLES
Serial Number:	77260801	SKITTLES
Serial Number:	77283299	STARBURST

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312/876-7628  
Email: linda.kastner@lw.com  
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	10/16/2008

**Total Attachments: 13**  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page1.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page2.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page3.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page4.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page5.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page6.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page7.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page8.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page9.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page10.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page11.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page12.tif  
source=Wrigley.Mars.FinalTrademarkSecurityAgreement#page13.tif

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 6, 2008 (as amended, restated or otherwise modified, the "Trademark 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 successors and assigns 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 party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark 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 Trademark 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 "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

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

provided, that Excluded Assets shall not constitute Trademark Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is made 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 Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement]

**TRADEMARK  
REEL: 003871 FRAME: 0491**

**LUCAS WORLD, INC.**

By: 

Name: Jorge A. Fernandez

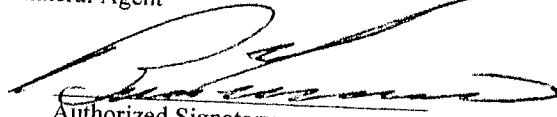
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003871 FRAME: 0492**

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

By:



Authorized Signatory

BRUCE H. MENDELSON  
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003871 FRAME: 0493



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**William Wrigley Jr. Company  
Trademarks**

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Application Date</b>
AQUADROPS	2,843,356	10/25/99
BIG TIME (& Design)	3,254,403	11/30/04
RONDOS	77/379,477	01/24/08
CRAZY CORES	77/383,391	01/29/08
FEEL THE CHARGE, TASTE THE RAINBOW	2,879,841	09/01/00
HOLIDAY MINT SKITTLES	3,096,107	03/01/04
RAINBOWWORKS	2,722,014	11/06/00
S (stylized)	2,923,636	05/16/01
SIENTE EL CORRIENT AZO (FEEL THE ELECTRIC CHARGE in English)	2,604,085	02/09/01
SKITTLES	1,221,105	12/21/82
SKITTLES	2,949,268	08/21/03
SKITTLES (Colour Label)	3,101,167	08/21/03
SKITTLES RAINBOW (b/w Device)	1,966,670	03/30/95
SKITTLES RAINBOW (b/w Device)	1,966,671	03/30/95
SKITTLES RAINBOW (b/w Device)	1,966,669	03/30/95
SKITTLES RAINBOW (b/w Device)	2,727,071	08/30/02
SKITTLES RAINBOW (Colour Device)	1,366,914	07/23/84
SKITTLES RAINBOW (Colour Device)	1,318,413	03/02/83

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Application Date</b>
SKITTLES RAINBOW (Colour Label)	2,727,070	08/30/02
SKITTLES S in Circle (b/w Device)	2,535,714	03/27/00
SKITTLES (Stylized)	1,331,145	07/23/84
TASTE THE RAINBOW OF FRUIT FLAVORS	1,538,344	05/18/88
X-TREME FRUIT SKITTLES	3,112,392	03/02/04
BLUE RASPBERRY FREEZE	3,011,681	11/06/00
FAVEREDS	77/470,563	05/09/08
GUMMIBURSTS	78/712,947	09/14/05
ISN'T LIFE JUICY?	77/255,107	08/14/07
MYSTERY FLAVOR?	3,018,177	08/20/01
PSYCHEDELI-MELON	3,327,785	05/22/06
REAL FRUIT JUICE! GREAT FRUIT TASTE!	2,016,700	02/23/94
REFRESHINGLY WET	2,960,535	09/30/03
STARBURST	1,000,007	02/23/73
STARBURST CARTON LIP DEVICE	2,540,444	07/26/01
STARBURST CARTOON LIP DEVICE	2,622,137	01/16/01
STARBURST FRUIT CHEW POPS	2,586,421	09/01/00
MORE JUICE MORE BURST	3,325,202	09/15/04
STARBURST (Stylized)	1,545,544	10/05/88
STARBURST ICY BURSTS	3,013,566	09/23/02
STARBURST FRUIT CHEW POPS	2,586,421	09/01/00
SKITTLES	77/496,679	06/11/08
SKITTLES	77/248,196	08/06/07

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Application Date</b>
SKITTLES	77/260,766	08/21/07
SKITTLES	77/260,801	08/21/07
STARBURST	77/283,299	09/19/07
FORTUNE RAINBOW	2,550,689	03/19/02
SKITTLES	2,929,318	03/01/05
SKITTLES	1,415,102	10/28/86
SKITTLES	2,279,534	09/21/99
SKITTLES	3,424,514	05/06/08
SKITTLES	3,353,307	12/11/07
SKITTLES	3,278,045	08/07/07
SKITTLES	3,410,890	04/08/08
SKITTLES S	3,314,827	10/16/07
SKITTLES	2,278,216	09/14/99
FRUIT CHEWLICIOUS	2,705,221	04/08/03
ISN'T LIFE JUICY?	2,931,118	03/08/05
STARBURST	2,618,172	09/10/02
STARBURST	3,223,728	04/03/07
STARBURST	3,177,483	11/28/06

**Lucas World, Inc.  
Trademarks**

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Application Date</b>
BABY LUCAS CONTAINER (Device)	3,068,604	09/23/02
BOMVASO	2,811,342	02/21/02
BOMVASO 3-D CONTAINER DEVICE	3,016,387	12/05/03
CHAMOY (b/w Device)	3,301,814	09/15/05
CRAZY HAIR	2,097,632	09/20/96
CRAZY HAIR CONTAINER (b/w Device)	2,011,255	10/30/95
CRAZY HAIR (Device)	2,835,557	07/26/02
CRAZY HAIR (Device)	2,876,327	02/12/03
CRAZY MIX (Device)	2,835,558	07/26/02
CRAZY MIX (Device)	3,136,158	09/23/02
CRAZY MIX (Device)	2,976,726	08/21/01
GUSANO	3,012,646	03/11/04
GUSANO CONTAINER (b/w Device)	2,056,867	10/30/95
LIMON (Stylized)	3,226,850	09/19/05
LUCAS	78/608,971	04/14/05
LUCAS & DUCK FOOTPRINT DEVICE	78/617,336	04/26/05
LUCAS (Device)	1,874,785	04/15/93
LUCAS (Device)	1,703,564	08/22/91
LUCAS (Device)	1,745,954	08/22/91
LUCAS DUCK CHARACTER (b/w Device)	3,145,876	09/22/03

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Application Date</b>
LUCAS DUCK CHARACTER (Colour Device)	3,154,502	09/18/03
LUCAS DUCK FACE (Colour Device)	3,029,809	09/17/03
LUCAS DUCK PORTRAIT (b/w Device)	3,063,782	09/15/05
LUCAS POPS	3,145,891	11/10/03
LUCAS POPS MAX	3,145,887	11/10/03
LUCAS POPS (Stylized)	3,145,895	11/12/03
LUCAS POPS XTRA	3,124,004	11/14/03
LUCAS POPS XTRA (Colour Device)	3,145,888	11/14/03
LUCAS (Stylized)	3,059,157	09/15/05
MUECAS	2,805,502	02/21/02
MUECAS CONTAINER (b/w Device)	2,841,907	07/26/02
PANZON	3,073,934	12/24/02
PANZON (Colour Device)	3,093,612	11/25/03
PULPADIP CONTAINER (b/w Device)	1,877,193	05/26/93
SALSAGHETI	2,977,868	11/24/03
SK WINKLES	2,949,361	03/06/03
SK WINKLES	3,073,940	03/06/03
SK WINKLES MAS (b/w Device)	2,972,533	12/24/02
XFRUTS	2,971,684	12/24/02

**SCHEDULE II**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK LICENSES<sup>1</sup>**

---

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

NONE