

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
Fax Number:	(678)553-2602																										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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

ATTORNEY DOCKET NUMBER:	123235.012000
NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	03/29/2012

**Total Attachments: 6**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release") is entered into as of March 12, 2012 by Goldman Sachs Credit Partners L.P. ("GSCP"), as Original Agent (as defined below).

### 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 "Borrower")), as borrower, (ii) certain subsidiaries of the Borrower 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 Landesbank, New York Branch, as co-senior managing agents, (vii) various lenders, and (viii) GSCP, as administrative agent and collateral agent (as so amended, the "Original Credit Agreement"); and (b) that certain Second Amended and Restated Credit and Guaranty Agreement dated as of June 28, 2010 by and among Grantor, as borrower, certain subsidiaries of the Grantor as guarantors, Coöperatieve 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"); and

WHEREAS, in connection with the Original Credit Agreement, L.A. Dreyfus Company (the "Grantor") granted to GSCP, in its capacity as collateral agent under the Original Credit Agreement (in such capacity, "Original Agent"), 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, by and among Grantor, the Borrower, Northwestern Flavors, LLC, Amurol Confections Company, LLC and the Original Agent, which was recorded in the Trademark Division of the United States Patent and Trademark Office (the "Trademark Office") on October 7, 2008 at Reel 3866 and Frame 0468 (such agreement, the "Security Agreement", capitalized terms used herein and not otherwise defined herein have the meanings ascribed thereto in the Security Agreement); and

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 as of June 28, 2010, Original Agent assigned all of its rights and claims under the security interests and guaranties granted to 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 remove the registration of the Security Interest in favor of Original Agent from the records of the Trademark Office, Successor Agent, by its countersignatures below, hereby requests and instructs Original Agent to enter into this Release 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 Original Agent in the Trademark Collateral, and upon the terms set forth in this Release, Original Agent hereby states as follows:

1. Definitions. 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 Schedule A attached hereto.

2. Release of Security Interest. Pursuant to the Successor Agent's express instructions, which instructions are evidenced by its counter-signature hereto, Original Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of Original Agent in such Trademark Collateral shall hereby cease and become void. Notwithstanding the foregoing, nothing in this Release shall terminate, release or discharge or otherwise affect any security interest in the Trademark Collateral that has been granted or assigned to the Successor Agent.

3. Authorization to File. Original Agent hereby authorizes the Successor Agent to file this Release with the Trademark Office in order to memorialize the release of the Security Interest in the Trademark Collateral.

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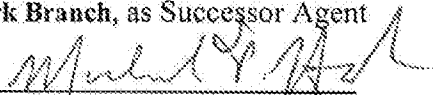
IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.


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

By:   
Name: \_\_\_\_\_ **MARK WALTON**  
Title: \_\_\_\_\_ **AUTHORIZED SIGNATORY**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

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

By:   
Name: **Michael T. Harder**  
Title: **Executive Director**

By:   
Name: **Brett DeJano**  
Title: **Executive Director**

**Schedule A**

**Trademarks**

L.A. DREYFUS CO. TRADEMARK SCHEDULE

U.S. Trademarks

Mark	Number	Status	Owner
Universal	1197569	Renewed	L. A. Dreyfus Company
Magna	1133908	Renewed	L.A. Dreyfus Company
Nova	1133907	Renewed	L.A. Dreyfus Company
Grande	748581	Renewed	L.A. Dreyfus Company
Ladco	742787	Renewed	L.A. Dreyfus Company
Drey Co	682011	Renewed	L.A. Dreyfus Company
Paloja	396922	Renewed	L.A. Dreyfus Company

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