### 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
Goldman Sachs Credit Partners L.P.		103/12/2012	LIMITED PARTNERSHIP: BERMUDA

### RECEIVING PARTY DATA

Name:	Lucas World, Inc.	
Street Address:	6885 Elm Street	
City:	McLean	
State/Country:	VIRGINIA	
Postal Code:	22101	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3068604	
Registration Number:	2811342	BOMVASO
Registration Number:	3016387	
Registration Number:	3301814	СНАМОУ
Registration Number:	2097632	CRAZY HAIR
Registration Number:	2011255	
Registration Number:	2835557	
Registration Number:	2876327	
Registration Number:	2835558	
Registration Number:	3136158	
Registration Number:	2976726	CRAZY MIX
Registration Number:	3012646	GUSANO
Registration Number:	2056867	
Registration Number:	3226850	LIMON

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Serial Number:	78608971	LUCAS
Serial Number:	78617336	LUCAS
Registration Number:	1874785	LUCAS
Registration Number:	1703564	LUCAS
Registration Number:	1745954	LUCAS
Registration Number:	3145876	LUCAS
Registration Number:	3154502	LUCAS
Registration Number:	3029809	
Registration Number:	3063782	
Registration Number:	3145891	LUCAS POPS
Registration Number:	3145887	LUCAS POPS MAX
Registration Number:	3145895	LUCAS POPS
Registration Number:	3124004	LUCAS POPS XTRA
Registration Number:	3145888	LUCAS POPS XTRA
Registration Number:	3059157	LUCAS
Registration Number:	2805502	MUECAS
Registration Number:	2841907	
Registration Number:	3073934	PANZON
Registration Number:	3093612	PANZON
Registration Number:	1877193	
Registration Number:	2977868	SALSAGHETI
Registration Number:	2949361	SKWINKLES
Registration Number:	3073940	SKWINKLES
Registration Number:	2972533	SKWINKLES MAS
Registration Number:	2971684	XFRUTS

#### **CORRESPONDENCE DATA**

Fax Number: (678)553-2602

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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

TRADEMARK

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	LaShana C. Jimmar	
Signature: /LaShana C. Jimmar/		
Date:	03/29/2012	
Total Attachments: 7 source=Lucas World, Inc Trademark Release#page1.tif source=Lucas World, Inc Trademark Release#page2.tif source=Lucas World, Inc Trademark Release#page3.tif source=Lucas World, Inc Trademark Release#page4.tif source=Lucas World, Inc Trademark Release#page5.tif source=Lucas World, Inc Trademark Release#page6.tif source=Lucas World, Inc Trademark Release#page7.tif		

TRADEMARK
REEL: 004748 FRAME: 0255

# 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, Lucas World, Inc. (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 (i) that certain Trademark Security Agreement, dated as of October 6, 2008, by and among Grantor, the Borrower and the Original Agent, which was recorded in the Trademark Division of the United States Patent and Trademark Office (the "Trademark Office") on October 16, 2008 at Reel 3871 and Frame 0549 (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

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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. <u>Definitions</u>. 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 <u>Schedule A</u> 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. <u>Authorization to File</u>. 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: \_

Title: MARK WALTO

**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

Name:

Michael T. Harder

Title:

**Executive Director** 

By: Name

Name: Brett Deffin

## Schedule A

Trademarks

ATL 18,347,998.1

TRADEMARK REEL: 004748 FRAME: 0260

### Lucas World, Inc. Trademarks

Trademark	Registration/Serial Number	Application Date
BABY LUCAS CONT (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

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Trademark	Registration/Serial Number	Application Date
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
SKWINKLES	2,949,361	03/06/03
SKWINKLES	3,073,940	03/06/03
SKWINKLES MAS (b/w Device)	2,972,533	12/24/02
XFRUTS	2,971,684	12/24/02

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