

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316680

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|---|------------------------------------|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldman Sachs Credit Partners L.P. | | 09/09/2014 | LIMITED PARTNERSHIP: BERMUDA |
| RECEIVING PARTY DATA | | | |
| Name: | WM. WRIGLEY JR. COMPANY | | |
| Street Address: | 1132 W. Blackhawk | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60642 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1050880 | FUN SIZE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6785532602 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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: | 3333 Piedmont Road, NE, Suite 2500 | | |
| Address Line 4: | Atlanta, GEORGIA 30305 | | |
| ATTORNEY DOCKET NUMBER: | 123235.012000 | | |
| NAME OF SUBMITTER: | LaShana C. Jimmar | | |
| SIGNATURE: | /LaShana C. Jimmar/ | | |
| DATE SIGNED: | 09/11/2014 | | |
| Total Attachments: 5 | | | |
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| source=Rabobank - Wrigley Release of Security Interest in Trademarks - Fun Size#page2.tif | | | |
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TRADEMARK

**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 September 9, 2014 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 "Grantor")), as borrower, (ii) certain subsidiaries of the Grantor 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, 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, Northwestern Flavors, LLC, Amurol Confections Company, LLC, L.A. Dreyfus Company 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 0811 (as corrected by that corrective assignment recorded in the Trademark Office on May 5, 2009 at Reel 003985, Frame 0222), (ii) that certain Trademark Security Agreement, dated as of October 6, 2008, by and among Grantor, Northwestern Flavors, LLC, Amurol Confections Company, LLC, L.A. Dreyfus Company and the Original Agent, which was recorded in the Trademark Office on October 16, 2008 at Reel 3871 and Frame 0486, and (iii) that certain Trademark Security Agreement, dated as of October 6, 2008, by and among Grantor, Northwestern Flavors, LLC, Amurol Confections Company, LLC, L.A. Dreyfus Company and the Original Agent, which was recorded in the Trademark Office on October 20, 2008 at Reel 3872 and Frame 0842 (each such agreement, a "Security

Agreement”, and collectively, the “Security Agreements”; capitalized terms used herein and not otherwise defined herein have the meanings ascribed thereto in the Security Agreements); 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 Agreements, 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.

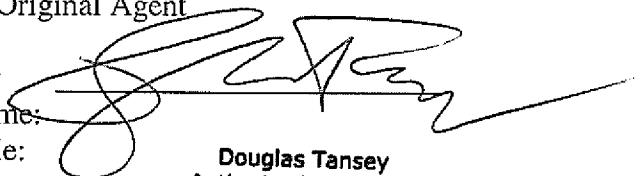
3. Authorization to File. Original Agent hereby authorizes the Successor Agent to file this Release with the Trademark Office in order to memorialize the release of the Security Interest in the Trademark Collateral.

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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:
Title:

A handwritten signature in black ink, appearing to read 'Douglas Tansey', is written over a horizontal line. The signature is stylized and extends to the right of the line.

Douglas Tansey
Authorized Signatory

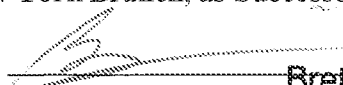
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RELEASE OF SECURITY INTEREST IN TRADEMARKS
(WM. WRIGLEY JR. COMPANY)

TRADEMARK
REEL: 005360 FRAME: 0892

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: **Brett Deffino**
Title: **Executive Director**

By: 
Name: **Ken Bravo**
Title: **Executive Director**

Schedule A

Exclusive Trademarks License

| Mark | Licensor | Licensee | Description | Effective Date | Territory | Registration Country | Registration/ Application No. |
|-------------|--------------------|-------------------------|---|-----------------------|------------------|-----------------------------|--------------------------------------|
| Fun Size | Mars, Incorporated | Wm. Wrigley Jr. Company | License of Marks for use in connection with the business and operation of Mars' sugar confectionary business as more fully defined in the license | 10/04/08 | Worldwide | United States | 1050880/73080331 |