

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
Titan Outdoor Holdings Inc.		12/21/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2769675	TITAN OUTDOOR	
Serial Number:	76190274	TITAN COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3123		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2136836123		
Email:	bethanyware@paulhastings.com		
Correspondent Name:	Bethany Ware		
Address Line 1:	515 South Flower Street		
Address Line 2:	25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Bethany Ware		
Signature:	/Bethany L. Ware/		

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Date:

12/22/2004

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of December, 2004, among Grantors listed on the signature pages hereof (collectively, "Grantors") and each individually "Grantor"), and ABLECO FINANCE LLC, in its capacity as collateral agent for the Lender Group (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among Titan Outdoor Holdings Inc., a Delaware corporation (the "Parent"), Titan Outdoor LLC, a Delaware limited liability company ("Titan Outdoor"), Outdoor Media Group USA, Inc., a New York corporation ("Outdoor Media"), New York City Telecommunications Company, Inc., a Nevada corporation ("NYCTC"), Titan Billboards, LLC, a Delaware limited liability company ("Titan Billboards"), Titan Outdoor Holdings Canada, Inc., a Delaware corporation ("Holdings Canada"); each of Parent, Titan Outdoor, Outdoor Media, NYCTC, Titan Billboard, and Holdings Canada, individually and collectively, are referred to as the "US Borrower"; Titan Outdoor Canada Company, a Nova Scotia unlimited company ("Canadian Borrower"; and together, US Borrower and Canadian Borrower, individually and collectively, are referred to as "Borrower"; Wall Street Media, an Ontario corporation ("Canadian Guarantor" and together with each US Borrower, each individually and collectively are referred to as "Guarantor"), the lenders party thereto as "Lenders" ("Lenders"), and Ableco, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

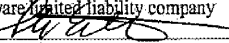
4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

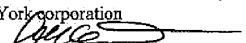
5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

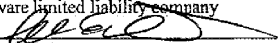
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TITAN OUTDOOR HOLDINGS INC.,
a Delaware corporation
By: 
Scott Goldsmith
Vice President


TITAN OUTDOOR LLC,
a Delaware limited liability company
By: 
Scott Goldsmith
Senior Vice President

OUTDOOR MEDIA GROUP USA, INC.,
a New York corporation
By: 
Scott Goldsmith
Vice President

**NEW YORK CITY
TELECOMMUNICATIONS COMPANY, INC.,**
a Nevada corporation
By: 
Scott Goldsmith
Vice President

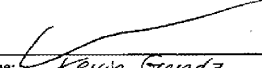
TITAN BILLBOARDS, LLC,
a Delaware limited liability company
By: 
Scott Goldsmith
Vice President

TITAN OUTDOOR HOLDINGS CANADA,
INC.,
a Delaware corporation

By: 
Scott Goldsmith
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC,
a Delaware limited liability company, as Collateral
Agent

By: 
Name: Kevin Genda
Title: Senior Vice President

SCHEDULE 1

TRADEMARKS

Docket Number	Country	Title Mark	Appln. No	Date Filed	Reg. No	Registered Date	Statement Of Goods Services
NY-TITAN 800-US	United States of America	TITAN OUTDOOR	76/190,581	1/5/2001	2,769,675	9/30/2003	ADVERTISING SERVICES, NAMELY, PROMOTING THE SERVICES AND PRODUCTS OF OTHERS THROUGH THE PREPARING, PRODUCTION, POSTING AND DISTRIBUTION OF OUTDOOR AND OUT OF HOME ADVERTISING
NY-TITAN 801-US	United States of America	TITAN COMMUNICATIONS	76/190,274	1/5/2001			ADVERTISING SERVICES, NAMELY, PROMOTING THE SERVICES AND PRODUCTS OF OTHERS THROUGH THE PREPARING, PRODUCTION, POSTING AND DISTRIBUTION OF OUTDOOR AND OUT OF HOME ADVERTISING