

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.		08/15/2006	CORPORATION: DELAWARE
Titan Outdoor LLC		08/15/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2325 Lakeview PKWY, Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2769675	TITAN OUTDOOR	
Serial Number:	76190274	TITAN COMMUNICATIONS	
Serial Number:	78636983	TITAN WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	39521-33050		
NAME OF SUBMITTER:	Dusan Clark		

CH \$90.00 2769675

Signature:

/Dusan Clark/

Date:

08/15/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2006 (this "Trademark Security Agreement"), is made by TITAN OUTDOOR HOLDINGS, INC., TITAN OUTDOOR LLC and such additional Credit Parties as may become party hereto from time to time (each such Person individually referred to herein as "Grantor" and collectively the "Grantors") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, certain additional Affiliates of the Grantors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Domestic Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Domestic Security Agreement"); and

WHEREAS, pursuant to the Domestic Security Agreement, the Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, 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. Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined, and the following shall have the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Secured Parties" shall mean the holders of the Secured Obligations.

"Trademark Collateral" means:

(a) all of the Trademarks of the Grantors and each Trademark License to which any Grantor is a party including those referred to on Schedule I hereto;

- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

provided, that the following is excluded from the Trademark Collateral of any Grantor: (i) any General Intangibles or other rights in respect of Trademark Collateral arising under any contract, instrument, license or other document, if (but only to the extent that) the grant of a security interest therein would constitute a material violation of a contractual restriction in favor of a third party entitling the third party to terminate such contract, instrument, license or other document, or a material violation of a restriction arising as a matter of applicable law, in either case which is valid and enforceable as a matter of applicable law, unless and until all required consents shall have been obtained, and (ii) any "intent to use" trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark application, or is prohibited, under applicable law. For the avoidance of doubt, the exclusion in clause (i) of the immediately preceding sentence shall not be applicable to the extent that Sections 9-406 or 9-408 of the Code under applicable law render such restriction ineffective.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the prompt and complete payment and performance and observation in full of all of the Secured Obligations, for the ratable benefit of the Secured Parties, each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a first priority lien upon and first priority security interest in, all of its right, title and interest in, to and under the Trademark Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivation thereof).


3. DOMESTIC SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties, pursuant to the Domestic Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Domestic Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Agent shall apply the proceeds of any collection or sale of the Trademark Collateral, as well as any Trademark Collateral consisting of cash, in accordance with Section 9 of the Domestic Security Agreement. By acceptance of the benefits of this Trademark Security Agreement, each of the Secured Parties shall be deemed to have agreed to be bound by the terms of Section 8 of the Domestic Security Agreement with

respect hereto and with respect to the Trademark Collateral of each Grantor, and the terms and provisions of such Section are incorporated by reference herein as if fully set forth herein.


[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.

By: 
Name: Scott E. Goldsmith
Title: Vice President

TITAN OUTDOOR LLC

By: 
Name: Scott E. Goldsmith
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

*Signature Page to Titan Outdoor
Trademark Security Agreement*

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.

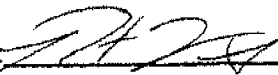
By: _____
Name: Scott E. Goldsmith
Title: Vice President

TITAN OUTDOOR LLC

By: _____
Name: Scott E. Goldsmith
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Name: Robert W. Vall
Title: Duty Authorized Signatory

*Signature Page to Titan Outdoor
Trademark Security Agreement*

TRADEMARK
REEL: 003370 FRAME: 0031

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 8th day of August, 2006 before me personally appeared Scott E. Goldsmith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Titan Outdoor Holdings, Inc. and Titan Outdoor LLC, who being by me duly sworn did depose and say that he is an authorized officer of said companies, that the said instrument was signed on behalf of said companies as authorized by such companies' Boards of Directors and that he acknowledged said instrument to be the free act and deed of said companies.



Notary Public

{seal}

EDWARD H. TRAUM
Notary Public, State of New York
No. 01TR6140740
Qualified in New York County
Certificate Filed in New York County
Commission Expires Feb. 6, 2010

*Signature Page to Titan Outdoor
Trademark Security Agreement*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Docket Number	Name of Owner	Country	Title Mark	Application No.	Date Filed	Reg. No.	Reg. Date	Statement Of Goods Services
NY-TITAN 800-US	Titan Outdoor LLC (f/k/a Outdoor Concepts LLC)	USA	TITAN OUTDOOR	76/190,581	1/5/2001	2769675	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	Titan Outdoor LLC	USA	TITAN COMMUNICATIONS	76/190,274	1/5/2001	N/A	2/13/2005	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	Titan Outdoor Holdings, Inc.	USA	TITAN WORLD-WIDE	78/636,983	tbd	N/A	tbd	ADVERTISING SERVICES, NAMELY, PROMOTING THE SERVICES AND PRODUCTS OF OTHERS THROUGH THE PREPARING, PRODUCTION, POSTING AND DISTRIBUTION OF OUTDOOR AND OUT OF HOME ADVERTISING AND TRANSIT ADVERTISING IN CLASS 35