

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Austin Outdoor, LLC		12/31/2008	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Triangle Mezzanine Fund, LLLP		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Limited Liability Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3307100	AUSTIN OUTDOOR	
Registration Number:	3307101	AUSTIN OUTDOOR	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	32852.007 TRIANGLECAPITAL		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$65.00 3307100

Signature:

/ Karl S. Sawyer, Jr. /

Date:

01/13/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 31, 2008 by and between AUSTIN OUTDOOR, LLC, a Florida limited liability company (the "Grantor"), having its chief executive office at 4601 North State Street, P.O. Box 849, Bonnell, FL 32110, and TRIANGLE MEZZANINE FUND, LLLP, as Collateral Agent (in such capacity, the "Collateral Agent"), with offices at 3700 Glenwood Avenue, Suite 530, Raleigh, North Carolina, for the ratable benefit of itself and the other Purchasers.

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of April 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Borrowers, the Collateral Agent and the Holders party thereto, (b) the Security Agreement dated as of April 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors (as defined therein) in favor of the Collateral Agent, for the ratable benefit of itself and the other Purchasers and (c) the Consent, dated as of December 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Consent"), executed by the Grantor pursuant to which the Grantor became a party to each of the Purchase Agreement and the Security Agreement. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of itself and the other Purchasers, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.


The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

AUSTIN OUTDOOR, LLC, as Grantor

By: 
Name: Owen G. Tharrington
Title: Vice President

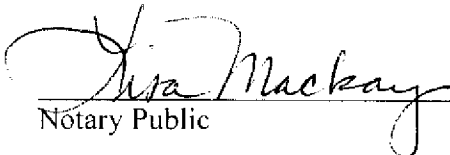
ACKNOWLEDGMENT

STATE OF Connecticut

COUNTY OF Fairfield

I, Lisa Mackay, a Notary Public for said County and State, do hereby certify that Owen G. Tharrington personally appeared before me this day and stated that he is an Authorized Signatory of Austin Outdoor, LLC and acknowledged, on behalf of Austin Outdoor, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 30 day of December, 2008.


Notary Public

My commission expires:

July 31, 2011



[Trademark Security Agreement]

Agreed and Accepted as of the 31 day of
December, 2008.

TRIANGLE MEZZANINE FUND, LLLP


By: New Triangle GP, LLC, Its General Partners

By: Triangle Capital Corporation, Its
Manager

By: Cary Norton
Name: Cary Norton
Title: Principal

Schedule A

Trademarks

Trademark	Application No. Filing Date:	Registration No., Registration Date:	Owner:
AUSTIN OUTDOOR	78/909,773 6/16/06	3,307,100 10/9/07	Austin Outdoor LLC
AUSTIN OUTDOOR with Design 	78/909,830 6/16/06	3,307,101 10/9/07	Austin Outdoor LLC

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