

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAN WAGNER COMMUNICATIONS, LLC		08/03/2012	LIMITED LIABILITY COMPANY:
VAN WAGNER DORNA U.S.A. LLC		08/03/2012	LIMITED LIABILITY COMPANY:
VAN WAGNER KIOSK ADVERTISING, LLC.		08/03/2012	LIMITED LIABILITY COMPANY:
AMERICAN BLIMP CO., LLC.		08/03/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
<b>Name:</b>	BARCLAY BANK PLC
<b>Street Address:</b>	745 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	BANK: NEW YORK

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	3762864	CBR
Registration Number:	1752843	DORNA
Registration Number:	3309109	IT'S A BEAUTIFUL OUTDOOR DAY
Serial Number:	77624464	
Registration Number:	3667996	THE COLLEGIATE BROADCAST REPORT
Registration Number:	2812961	VAN WAGNER
Registration Number:	2046893	LIGHTSHIP

CORRESPONDENCE DATA

CH \$190.00 3762864

Fax Number: 2123108007

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil et al

Address Line 1: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0044/SOLDANI/SECVR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	08/07/2012

**Total Attachments: 7**

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THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Barclays Bank PLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of August 3, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Van Wagner Twelve Holdings, LLC, Van Wagner Communications, LLC, as the Borrower (the "Borrower"), the Lenders from time to time party thereto and Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement of the date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

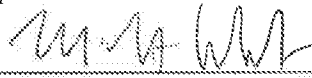
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

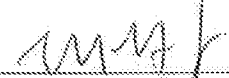
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

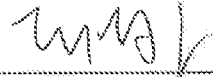
VAN WAGNER COMMUNICATIONS, LLC,  
as Grantor

By:   
Name: Mark H. Johnston  
Title: President

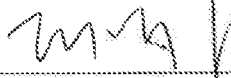
VAN WAGNER DORNA U.S.A., LLC,  
as Grantor

By:   
Name: Mark H. Johnston  
Title: Senior Managing Director

VAN WAGNER KIOSK ADVERTISING, LLC,  
as Grantor

By:   
Name: Mark H. Johnston  
Title: President

AMERICAN BLIMP CO., LLC,  
as Grantor

By:   
Name: Mark H. Johnston  
Title: Senior Managing Director

ACCEPTED AND AGREED  
as of the date first above written:

BARCLAYS BANK PLC  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO 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.

Very truly yours,

VAN WAGNER COMMUNICATIONS, LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Van Wagner Dorna U.S.A., LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

VAN WAGNER KIOSK ADVERTISING, LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

AMERICAN BLIMP CO., LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

BARCLAYS BANK PLC  
as Agent

By:   
Name: Diane Rolfe  
Title: Director



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004837 FRAME: 0503**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Case Number	Country	Trademark	Status	App Number	Filing Date	Reg Number	Reg Date	Class	OwnerName
20001023.Unk01-CA	Canada	VAN WAGNER	Registered	1162917	12/19/2002	TMA613254	6/21/2004		Van Wagner Communications, LLC (NY LLC)
20001023.0005.Unk01	European Community	VAN WAGNER	Registered	002983757	12/19/2002	002983757	5/26/2004	09 Int., 16 Int., 35 Int.	Van Wagner Communications, LLC (NY LLC)
20001023.0001.244	United States of America	CBR	Registered	77796598	8/4/2009	3762864	3/23/2010	09 Int., 16 Int., 42 Int.	Van Wagner Dorna U.S.A., LLC (NY LLC)
20001023.0005.001	United States of America	DORNA (STYLIZED) 	Registered	74280693	5/28/1992	1752843	2/16/1993	35 Int.	DORNA U.S.A. LLC (NY LLC)
20001023.0005.002	United States of America	IT'S A BEAUTIFUL OUTDOOR DAY	Registered	78752091	11/11/2005	3309109	10/9/2007	35 Int.	Van Wagner Communications, LLC (NY LLC)
20001023.0004	United States of America	MISCELLANEOUS DESIGN 	Published	77624464	12/2/2008			40 Int., 45 Int.	Van Wagner Kiosk Advertising, LLC (NY LLC)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK  
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Case Number	Country	Trademark	Status	App Number	Filing Date	Reg Number	Reg Date	Class	OwnerName
20001023.0001.001	United States of America	THE COLLEGIATE BROADCAST REPORT	Registered	77/604930	10/31/2008	3667996	8/11/2009	09 Int., 16 Int., 42 Int.	Van Wagner Doma U.S.A., LLC (NY LLC)
20001023.0005.004	United States of America	VAN WAGNER	Registered	78/192747	12/10/2002	2812961	2/10/2004	35 Int.	Van Wagner Communications, LLC (NY LLC)
	United States of America	LIGHTSHIP	Registered	74/455,159	10/7/1993	2,046,893	3/25/1997	12 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	Australia	LIGHTSHIP	Registered	735606	5/29/1997	735606	7/9/1999	35 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	Benelux	LIGHTSHIP	Registered	761490	5/25/1991	498619		12, 35, 39 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	France	LIGHTSHIP	Registered	307936	5/13/1991	1737621	4/22/1994	12, 35, 39, 42 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	Germany	LIGHTSHIP	Registered	A 49997/39WZ	5/27/1991	2037747		12, 35, 39 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	Greece*	LIGHTSHIP	Registered	104046	5/15/1991	104046		12 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	Italy	LIGHTSHIP	Registered	MI91C002650	4/11/1991	944409		12, 35, 39 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	Spain	LIGHTSHIP	Registered	1630404	4/18/1991	1630404	6/5/1992	35 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation
	United Kingdom	LIGHTSHIP	Registered	1458737	3/19/1991	1458737	10/9/1992	35 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation



B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

Quattro/KB World (Billboard/Kiosk Sales and Finance Management System) pursuant to agreement between Van Wagner Communications, LLC and The Siroky Group, dated September 11, 2003.

MAS 200 (GL/Accounting Software) pursuant to an agreement between Van Wagner Communications, LLC and Sage Software in the year 2001.

MAS 500 (GL/Accounting Software) pursuant to agreement between Van Wagner Communications, LLC and Sage Software dated November 15, 2007.

FAS (Fixed Asset Tracking Software) pursuant to an agreement between Van Wagner Communications, LLC and Sage Software dated November 15, 2007.

Datex (Field Operations Management System) pursuant to an agreement between VW Kiosk Advertising, LLC and Datex Corporation, dated December 17, 2010. (Annual renewal of maintenance, support and upgrades).

BMS.net (Billboard/Mall Kiosk/Digital Inventory Management System and Airplane GPS Tracking System). Van Wagner Communications, LLC pays a monthly support charge for the application support and maintenance pursuant to an agreement with Ayuda.

Avalara (Sales Tax Computation Software) pursuant to an agreement between Van Wagner Communications, LLC and Avalara.