

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
FUEL OUTDOOR LLC		01/07/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 SEVENTH AVENUE		
Internal Address:	27TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3311852	FUEL OUTDOOR	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave,		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	AMARA/SEC/VR/21151.0044		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		

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Date:

01/08/2013

Total Attachments: 5

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THIS TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2013, is made by FUEL OUTDOOR LLC ("Grantor"), 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).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 3, 2012 (as supplemented by the Incremental Joinder Agreement dated as of November 15, 2012 among Van Wagner Communications, LLC, (the "Borrower"), Van Wagner Twelve Holdings, LLC ("Holdings"), the Guarantors and Agent and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, Holdings, the Borrower, the Guarantors, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in accordance with the requirements of the Credit Agreement and in consideration of the credit extended by the Lenders to the Borrower, Grantor has executed and delivered that certain Joinder Agreement, dated as of the date hereof (the "Joinder Agreement"), by and among certain subsidiaries of the Borrower including Grantor and the Agent under the Guaranty and Security Agreement dated as of August 3, 2012 in favor of Agent (as ratified by the Incremental Joinder Agreement dated as of November 15, 2012 and as the same may be further 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, pursuant to the Joinder Agreement and in accordance with the requirements of the Guaranty and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower under the Credit Agreement, 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. 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 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to 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 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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]

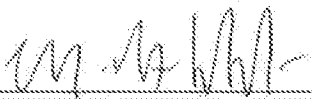
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FUEL OUTDOOR LLC,
as Grantor

By: 
Name: Mark H. Johnston
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004938 FRAME: 0584

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC.
as Agent

By: Van A. Kurbatski

Name:

Title:

Vanessa A. Kurbatski,
Vice President

[SIGNATURE PAGE TO TRADEMARK/SECURITY AGREEMENT]

TRADEMARK
REEL: 004938 FRAME: 0585

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

FUEL OUTDOOR LLC:

Jurisdiction	Mark	Serial No.	Registration No.	Application Filing date	Registration Date
U.S.	FUEL OUTDOOR	78/749,688	3,311,852	11/8/2005	10/16/2007

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