

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE LAMAR COMPANY, L.L.C.		02/03/2014	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A. as Administrative Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1874157	LAMAR	
Registration Number:	1585076	INTERSTATE LOGOS	
Registration Number:	2389367	LAMAR GRAPHICS	
Registration Number:	2591231	LAMAR	
Registration Number:	2895147	INTERSTATE GRAPHICS	
Registration Number:	4103095	ROADNINJA	
Registration Number:	4075367		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera. Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		

OP \$190.00 1874157

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Elaine carrera, legal assistant

Signature:

/Marina Kelly, Thomson Reuters/

Date:

02/03/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of February 3, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of JPMORGAN CHASE BANK, N.A. ("*JP Morgan*"), as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Lamar Media Corp., a Delaware corporation (the "*Company*"), and any "Additional Subsidiary Borrower" that may be designated as such (the "*Subsidiary Borrowers*") and together with the Company, the "*Borrowers*"), the Subsidiary Guarantors named therein, the lenders named therein and JPMorgan Chase Bank, N.A., as administrative agent, are party to a Credit Agreement dated as of dated as of April 28, 2010, as amended as of June 11, 2010, as further amended as of November 18, 2010, as amended and restated by the Amended and Restated Credit Agreement dated as of February 9, 2012, as further amended as of October 24, 2013, and as further amended and restated by the Second Amended and Restated Credit Agreement dated as of February 3, 2014 (as may be further amended, restated, modified and supplemented and in effect from time to time, the "*Credit Agreement*");

WHEREAS, each Grantor has executed and delivered that certain Amended and Restated Pledge Agreement dated as of February 3, 2014 made by the Grantors, certain other parties and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Amended and Restated Pledge Agreement*");

WHEREAS, under the terms of the Amended and Restated Pledge Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and, to the extent agreed upon and applicable, other foreign governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- (A) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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 applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Guaranteed Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Guaranteed Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Guaranteed Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Guaranteed Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Amended and Restated Pledge Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Amended and Restated Pledge Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the Amended and Restated Pledge Agreement, the Amended and Restated Pledge Agreement shall prevail.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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

GRANTORS:

THE LAMAR COMPANY, L.L.C.


By: Lamar Media Corp., its Managing
Member

By: 
Name: Keith A. Istre
Title: Executive Vice President and Chief
Financial Officer

**LAMAR TEXAS LIMITED
PARTNERSHIP**

By: The Lamar Company, L.L.C., its
General Partner

By: Lamar Media Corp., its Managing
Member

By: 
Name: Keith A. Istre
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to IP Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Sandeep Parihar

Name: Sandeep Parihar

Title: Vice President

[Signature Page to IP Security Agreement]

SCHEDULE A



PATENTS

None.

SCHEDULE B

Trademarks

TRADEMARK	STATE OF REGISTRATION	REGISTRATION NUMBER	OWNER
STATE REGISTRATIONS			
LAMAR	Louisiana	330172	The Lamar Company, L.L.C.
LAMAR ADVERTISING	Louisiana	430350	The Lamar Company, L.L.C.
INTERSTATE GRAPHICS	Louisiana	500316A	The Lamar Company, L.L.C.
THE LAMAR COMPANIES	Louisiana	Not Available	Lamar Texas Limited Partnership
LAMAR TRANSIT ADVERTISING (LTA) (still used, this is division of Int. Logos)	Louisiana	532029	The Lamar Company, L.L.C.
LAMAR ADVERTISING OF DUBUQUE	Wisconsin	--	The Lamar Company, LLC
LAMAR ADVERTISING OF JANESVILLE	Wisconsin	--	The Lamar Company, LLC

TRADEMARK	STATE OF REGISTRATION	REGISTRATION NUMBER	OWNER
FEDERAL REGISTRATIONS			
LAMAR & Design 	Federal	1,874,157	The Lamar Company, L.L.C.
INTERSTATE LOGOS (Type Mark)	Federal	1,585,076	The Lamar Company, L.L.C.
LAMAR GRAPHICS	Federal	2,389,367	The Lamar Company, L.L.C.
LAMAR & Design 	Federal	2,591,231	The Lamar Company, L.L.C.
INTERSTATE GRAPHICS (Type Mark)	Federal	2,895,147	The Lamar Company, L.L.C.
ROADNINJA (Type Mark)	Federal	4,103,095	The Lamar Company, L.L.C.
(Design Only)	Federal	4,075,367	The Lamar Company, L.L.C.

SCHEDULE C

Copyrights

COPYRIGHT	REGISTRATION NUMBER and DATE	OWNER
Lamar's easement purchase project.	TX0006591090 / 2007-06-20	The Lamar Company, L.L.C.