

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CBS OUTDOOR AMERICAS CAPITAL LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
CBS OUTDOOR AMERICAS CAPITAL CORPORATION		01/31/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CITBANK, N.A.
<b>Street Address:</b>	388 GREENWICH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3697452	LIFE IS LOCAL
Registration Number:	3756517	SELECT A DESIGN. CHOOSE A LOCATION. WANN
Registration Number:	3543200	SELECT A DESIGN. CHOOSE A LOCATION. WANN
Registration Number:	2466614	STATION DOMINATION

**CORRESPONDENCE DATA**

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: 2123108000  
 Email: devon.goldberg@weil.com  
 Correspondent Name: Justin D. Lee, Esq.  
 Address Line 1: Weil, Gotshal & Manges LLP  
 Address Line 2: 767 Fifth Avenue  
 Address Line 4: New York, NEW YORK 10153

**TRADEMARK**

CH \$115.00 3697452

ATTORNEY DOCKET NUMBER:	35899.0537.A716
NAME OF SUBMITTER:	Devon J. Goldberg
Signature:	/Devon J. Goldberg/
Date:	02/04/2014
<b>Total Attachments: 5</b> source=US_Active_CBSOA _ Executed Trademark Security Agreement_44418174_1#page1.tif source=US_Active_CBSOA _ Executed Trademark Security Agreement_44418174_1#page2.tif source=US_Active_CBSOA _ Executed Trademark Security Agreement_44418174_1#page3.tif source=US_Active_CBSOA _ Executed Trademark Security Agreement_44418174_1#page4.tif source=US_Active_CBSOA _ Executed Trademark Security Agreement_44418174_1#page5.tif	

TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2014 (this “**Agreement**”) among CBS OUTDOOR AMERICAS CAPITAL LLC, a Delaware limited liability company, located at 405 Lexington Avenue, New York, NY 10174 and CBS OUTDOOR AMERICAS CAPITAL CORPORATION, a Delaware corporation, located at 405 Lexington Avenue, New York, NY 10174 (the “**Borrowers**”) as Grantors, CBS Outdoor Americas Inc. as a Grantor, the other Grantors identified herein and CITIBANK, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement dated as of January 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrowers are set forth in the Credit Agreement dated as of January 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, the Guarantors from time to time party thereto, Citibank, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantors are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and subject to the limitations set forth in the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the

United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

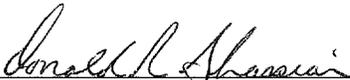
Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

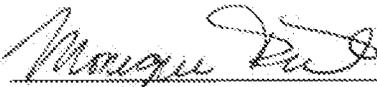
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CBS OUTDOOR LLC

By:   
Name: Donald R. Shassian  
Title: Executive Vice President and Chief Financial Officer

CITIBANK, N.A., *as Collateral Agent*

By:   
Name: Monique Renta  
Title: Vice-President

**Schedule I to  
Trademark Security Agreement Supplement**

**UNITED STATES Trademarks, Service Marks and Trademark Applications**

<b>Grantor</b>	<b>Trademark or Service Mark</b>	<b>Registration Date</b>	<b>Registration No.</b>
CBS Outdoor LLC	LIFE IS LOCAL	October 20, 2009	3697452
CBS Outdoor LLC	SELECT A DESIGN. CHOOSE A LOCATION. WANNABILLBOARD .COM and Design	March 9, 2010	3756517
CBS Outdoor LLC	SELECT A DESIGN. CHOOSE A LOCATION. WANNABILLBOARD .COM and Design	December 9, 2008	3543200
CBS Outdoor LLC	STATION DOMINATION	July 3, 2001	2466614

**Trademark or Service Mark Application**

None.