

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/01/2014	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	FUEL OUTDOOR LLC		
Street Address:	800 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3311852	FUEL OUTDOOR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128598000		
Email:	jason.greenberg@friedfrank.com		
Correspondent Name:	Jason L. Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	31815/20 (GREENBERG)		
NAME OF SUBMITTER:	Jason L. Greenberg		
SIGNATURE:	/jlg/		
DATE SIGNED:	10/03/2014		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“Release”), is made and effective as of October 1, 2014 and granted by Barclays Bank PLC, as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of FUEL OUTDOOR LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Guaranty and Security Agreement (as defined below).

WHEREAS, Van Wagner Communications, LLC (the “Borrower”) and Van Wagner Twelve Holdings, LLC entered into that certain Credit Agreement, dated as of August 3, 2012 (as amended by the Incremental Joinder Agreement dated as of November 15, 2012 and as further amended by Amendment No. 2 dated as of August 6, 2013 (and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”)), with the Lenders, Swingline Lenders and the L/C Issuers from time to time party thereto and the Agent;

WHEREAS, in accordance with the requirements of the Credit Agreement and in consideration of the credit extended by the Lenders to the Borrower, the Grantor has executed and delivered that certain Joinder Agreement, dated as of December 21, 2012 (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 the 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;

WHEREAS, pursuant to the Joinder Agreement and in accordance with the requirements of the Guaranty and Security Agreement, the Grantor executed and delivered to the Agent that certain Trademark Security Agreement dated as of January 7, 2013, made by and among the Grantor and the Agent (the “Security Agreement”), pursuant to which the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on January 8, 2013 at Reel/Frame 4938/0580; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby states as follows:

1. Release of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges any and all of its lien on and security interest in and to the Trademark Collateral, including but not limited to those Trademarks set forth on Schedule 1 and any and all other right, title, and interest in and to the Trademark Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral.

2. Recordation. The Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government official record this Release.

3. Further Assurances. The Agent agrees to execute, acknowledge, procure and deliver to the Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and the Grantor's (or its assignee's) right, title and interest in and to its Trademark Collateral.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BARCLAYS BANK PLC, as Agent

By: *Irina Dimova*

Name: **Irina Dimova**

Title: **Vice President**

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

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