TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319036

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:	VAN WAGNER COMMUNICATIONS, LLC
Street Address:	800 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK
Name:	VAN WAGNER DORNA U.S.A., LLC
Street Address:	800 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK
Name:	VAN WAGNER KIOSK ADVERTISING, LLC
Street Address:	800 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK
Name:	AMERICAN BLIMP CO., LLC
Street Address:	800 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: OREGON

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77796598	CBR

CH $190.00 77796598

Property Type	Number	Word Mark
Serial Number:	74280693	DORNA
Serial Number:	78752091	IT'S A BEAUTIFUL OUTDOOR DAY
Serial Number:	77624464	
Serial Number:	77604930	THE COLLEGIATE BROADCAST REPORT
Serial Number:	78192747	VAN WAGNER
Serial Number:	74455159	FIRST PLACE FOR STAFDA

CORRESPONDENCE DATA

Fax Number:

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.

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: 7

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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 VAN WAGNER COMMUNICATIONS, LLC, a New York limited liability company ("Communications"), VAN WAGNER DORNA U.S.A., LLC, a New York limited liability company ("Dorna"), VAN WAGNER KIOSK ADVERTISING, LLC, a New York limited liability company ("Kiosk"), and AMERICAN BLIMP CO., LLC, an Oregon limited liability company ("Blimp" and, together with Communications, Dora and Kiosk, the "Grantors" and each a "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, each Grantor has executed and delivered that certain 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") pursuant to which each Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower;

WHEREAS, in accordance with the requirements of the Guaranty and Security Agreement, the Grantors executed and delivered to the Agent that certain Trademark Security Agreement dated as of August 3, 2012, made by and among the Grantors and the Agent (the "Security Agreement"), pursuant to which the Grantors 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 Grantors 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 August 7, 2012 at Reel/Frame 4837/0498; and

WHEREAS, the Grantors have 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 and IP Licenses set forth on Schedule 1 and any and all other right, title, and interest in and to the Trademark Collateral and reassigns to the applicable Grantor or Grantors 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 any Grantor any and all further documents or instruments and do any and all further acts which such Grantor (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and such 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]

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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: _____

Name: Irina Dimova

Title: Vice President

[Signature Page to Trademark Release – Van Wagner Communications, LLC, etc.]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

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	77/796598	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) DORNA	Registered	74/280693	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	78/752091	11/11/2005	3309109	10/9/2007	35 Int.	Van Wagner Communications, LLC (NY LLC)
20001023.0004	United States of America	MISCELLANEOUS DESIGN	Published	77/624464	12/2/2008			40 Int., 45 Int.	Van Wagner Kiosk Advertising, LLC (NY LLC)
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 Dorna U.S.A., LLC (NY LLC)

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Case Number	Country	Trademark	Status	App Number	Filing Date	Reg Number	Reg Date	Class	OwnerName
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
	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	5/27/1991	2037747		12, 35, 39 Int.	American Blimp Co., LLC f/k/a American Blimp Corporation

Case Number	Country	Trademark	Status	App Number	Filing Date	Reg Number	Reg Date	Class	OwnerName
	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.

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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.

RECORDED: 10/03/2014

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