

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTFRONT MEDIA LLC		01/22/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	1615 Brett Road, Building III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86452053	DIGITAL BY NATURE	
Serial Number:	86300300	OUTFRONT MEDIA	
Serial Number:	86406041	OUTFRONT MEDIA	
Serial Number:	86468847	OUTFRONT MEDIA ALWAYS	
Serial Number:	86468661	OUTFRONT STUDIOS	
Serial Number:	86671895	OUTFRONT STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8932		
Email:	juan.arias@weil.com		
Correspondent Name:	Emily Button Aguilar		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	35899.0537 EMILY AGUILAR		
NAME OF SUBMITTER:	Emily Button Aguilar		
SIGNATURE:	/Emily Button Aguilar/		

CH \$165.00 86452053

DATE SIGNED:	01/29/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2015 (this "Agreement") among the Grantor so identified on the signature page hereto (the "Grantor") and CITIBANK, N.A., as Collateral Agent (in such capacity, the "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 Outfront Media Capital LLC (formerly CBS Outdoor Americas Capital LLC), a Delaware limited liability company ("Finance LLC") and Outfront Media Capital Corporation (formerly CBS Outdoor Americas Capital Corporation), a Delaware corporation (together with Finance LLC, the "Borrowers"), the 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 by Amendment No. 1 to Credit Agreement, dated as of July 21, 2014 (and, as further amended, restated, amended and restated 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").

In consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and 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, the Grantor, pursuant to and in accordance with 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 the Grantor or in which the 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 the 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 the Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the 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 the Grantor as the 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 the 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. The 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.

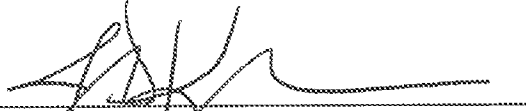
Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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.

OUTFRONT MEDIA LLC,
as Grantor

By: 
Name: J.D. Karabas
Title: Vice President, Treasurer

CITIBANK, N.A.,
as Collateral Agent

By: Monique Renta

Name:


Title:

Monique Renta
Director

Schedule I to
Trademark Security Agreement Supplement

UNITED STATES Trademarks, Service Marks and Trademark Applications

Grantor	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
None.			

Grantor	Trademark or Service Mark Application	Date Filed	Application No. and Jurisdiction
Outfront Media LLC	DIGITAL BY NATURE	November 12, 2014	86452053 (USPTO)
Outfront Media LLC	OUTFRONT MEDIA	June 4, 2014	86300300 (USPTO)
Outfront Media LLC	OUTFRONT MEDIA (and design) 	September 25, 2014	86406041 (USPTO)
Outfront Media LLC	OUTFRONT MEDIA ALWAYS	December 2, 2014	86468847 (USPTO)
Outfront Media LLC	OUTFRONT STUDIOS	December 2, 2014	86468661 (USPTO)
Outfront Media LLC	OUTFRONT STUDIOS (and design)	June 23, 2015	86671895 (USPTO)

Trade Names:
Outfront Media