

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK N.A.		03/16/2017	National Banking Association:
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86671895	OUTFRONT STUDIOS	
Registration Number:	5115058	OUTFRONT STUDIOS	
Registration Number:	4953778	OUTFRONT MEDIA ALWAYS	
Registration Number:	5105523	OUTFRONT MEDIA	
Registration Number:	4909495	OUTFRONT MEDIA	
Registration Number:	3311852	FUEL OUTDOOR	
Registration Number:	2466614	STATION DOMINATION	
Registration Number:	4385506	STREET MESSAGES	
Registration Number:	3309109	IT'S A BEAUTIFUL OUTDOOR DAY	
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:	212.310.8435		
Email:	juan.arias@weil.com		
Correspondent Name:	Catherine Kim		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Catherine Kim - 35899.053		

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NAME OF SUBMITTER:	Catherine Kim
SIGNATURE:	/Catherine Kim/
DATE SIGNED:	03/17/2017
Total Attachments: 6 source=Outfront Media#page1.tif source=Outfront Media#page2.tif source=Outfront Media#page3.tif source=Outfront Media#page4.tif source=Outfront Media#page5.tif source=Outfront Media#page6.tif	

ASSIGNMENT OF TRADEMARK SECURITY INTEREST, dated as of March 16, 2017 (this "*Assignment*"), by CITIBANK, N.A. ("*Citi*"), as resigning collateral agent for the Secured Parties (as defined in the Security Agreement described below) (in such capacity, the "*Existing Agent*") and MORGAN STANLEY SENIOR FUNDING, INC. ("*Morgan Stanley*"), as successor collateral agent for the Secured Parties (in such capacity, the "*Successor Agent*").

A. Reference is made to the Security Agreement, dated as of January 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), OUTFRONT MEDIA CAPITAL LLC ("*Capital LLC*"), OUTFRONT MEDIA CAPITAL CORPORATION ("*Capital Corporation*", and together with Capital LLC, the "*Borrowers*", or each a "*Borrower*"), OUTFRONT MEDIA INC. ("*Parent*"), the guarantors party thereto and the Existing Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. Reference is made to

(i) that certain Trademark Security Agreement, dated as of January 31, 2014 (the "*January 2014 Trademark Security Agreement*"), among, *inter alios*, OUTFRONT MEDIA LLC (f/k/a CBS Outdoor LLC) (the "*January 2014 Grantor*") and the Existing Agent, pursuant to which, among other things, the January 2014 Grantor granted a security interest to the Existing Agent, for the benefit of the Secured Parties, in, among other things, certain Trademark Collateral (as defined therein) of such January 2014 Grantor listed in an attachment to the October 2014 Trademark Security Agreement, which security interest was recorded on February 7, 2014 with the United States Patent & Trademark Office (the "*PTO*") at Reel 5211 and Frame 0732;

(ii) that certain Trademark Security Agreement, dated as of October 31, 2014 (the "*October 2014 Trademark Security Agreement*"), among, *inter alios*, FUEL OUTDOOR LLC (f/k/a Fuel Outdoor Holdings, LLC) ("*Fuel*"), OUTFRONT MEDIA VW COMMUNICATIONS LLC (f/k/a OA VW LLC) ("*VW*"), OUTFRONT MEDIA KIOSK ADVERTISING LLC (f/k/a Van Wagner Kiosk Advertising, LLC) ("*Kiosk*", and together with Fuel and VW, the "*October 2014 Grantors*") and the Existing Agent, pursuant to which, among other things, the October 2014 Grantors granted a security interest to the Existing Agent, for the benefit of the Secured Parties, in, among other things, certain Trademark Collateral (as defined therein) of such October 2014 Grantors listed in an attachment to the October 2014 Trademark Security Agreement, which security interest was recorded on November 3, 2014 with the PTO at Reel 5392 and Frame 0746; and

(iii) that certain Trademark Security Agreement, dated as of December 22, 2015 (the "*December 2015 Trademark Security Agreement*" and together with the January 2014 Trademark Security Agreement and the October 2014 Trademark Security Agreement, collectively, the "*Trademark Security Agreements*"), among, *inter alios*, OUTFRONT MEDIA LLC (f/k/a CBS Outdoor LLC) (the "*December 2015 Grantor*" and together with the January 2014 Grantor and the October 2014 Grantor, the "*Grantors*") and the Existing Agent, pursuant to which, among other things, the December 2015 Grantor granted a security interest to the Existing Agent, for the benefit of certain secured parties named therein, in, among other things, certain Trademark Collateral (as defined therein) of such December 2015 Grantor listed in an attachment to the December 2015 Trademark Security Agreement, which security interest was recorded on January 29, 2016 with the PTO at Reel 5719 and Frame 0913.

C. Pursuant to the Successor Agent Agreement, dated as of March 16, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Successor Agent Agreement**"), among Citi, Morgan Stanley, the Borrowers, Parent and the subsidiaries of the Borrowers party thereto, Citi, as resigning collateral agent under the Credit Agreement, the Security Agreement, the Trademark Security Agreement and the other Loan Documents (as defined in the Credit Agreement), has assigned all its right, title and interest in and to the trademarks identified on Schedule I hereto (the "**Trademarks**") to Morgan Stanley, as the Successor Agent. Until now, Citi has remained the secured party of record with the PTO.

SECTION 1. **Assignment.** Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Agent hereby confirms the assignment, pursuant to the Successor Agent Agreement, of all its right, title and interest in and to the Trademarks under the Security Agreement and the Trademark Security Agreements to the Successor Agent and the Successor Agent hereby confirms its acceptance of such assignment.

SECTION 2. **Miscellaneous.**

(a) This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become effective when it shall have been executed by each party hereto and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by electronic submission shall be effective as delivery of a manually executed counterpart of this Assignment.

(b) THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(c) Section headings used herein are for convenience of reference only, are not part of this Assignment and are not to affect the construction of, or to be taken into consideration in interpreting, this Assignment.

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

CITIBANK, N.A., as the Existing Agent,

By Monique Renta
Name: Monique Renta
Title: Director

MORGAN STANLEY SENIOR FUNDING,
INC., as the Successor Agent,

By _____
Name:
Title:

[Signature Page to Assignment of Trademark Security Interest]

TRADEMARK
REEL: 006012 FRAME: 0940

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

CITIBANK, N.A., as the Existing Agent,

By _____
Name:
Title:

MORGAN STANLEY SENIOR
FUNDING, INC., as the Successor Agent,

By F. Michael Manfred
Name: F. MICHAEL MANFRED
Title: AUTHORIZED SIGNATORY

[Signature Page to Assignment of Trademark Security Interest]

TRADEMARK
REEL: 006012 FRAME: 0941

Schedule I

United States Trademarks

I. Trademarks:

See attached Exhibit A.

II. Trademark Applications:

See attached Exhibit A.

III. Trademark Licenses: None.

Trademarks, trademark registrations and trademark applications with USPTO

Mark	Country	Status	Serial No	Registration No.	Owner
OUTFRONT STUDIOS	U.S.	Pending	86671895		Outfront Media LLC
OUTFRONT STUDIOS	U.S.	Registered	86468661	5115058	Outfront Media LLC
OUTFRONT MEDIA ALWAYS	U.S.	Registered	86468847	4953778	Outfront Media LLC
 OUTFRONT MEDIA	U.S.	Registered	86406041	5105523	Outfront Media LLC
OUTFRONT MEDIA	U.S.	Registered	86300300	4909495	Outfront Media LLC
FUEL OUTDOOR	U.S.	Registered	78749688	3311852	Fuel Outdoor LLC
STATION DOMINATION	U.S.	Registered	75843289	2466614	Outfront Media LLC
STREET MESSAGES	U.S.	Registered	85721644	4385506	Van Wagner Kiosk Advertising, LLC
IT'S A BEAUTIFUL OUTDOOR DAY	U.S.	Registered	78752091	3309109	OA VW LLC

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