

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTFRONT MEDIA LLC		11/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent		
Street Address:	1300 Thames Street Wharf		
Internal Address:	4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	7159356	LIVECARD MAX	
Registration Number:	5834927	OUTFRONT/	
Registration Number:	5834928	WE GET YOU AMERICA	
Registration Number:	5834907	OUTFRONT	
Registration Number:	6441580	SMARTSCOUT	
Registration Number:	5823201	UNITED STATES OF AUDIENCES	
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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Erik Zimmerman		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	E.Zimmerman-35040.0123		
NAME OF SUBMITTER:	Erik Zimmerman		

CH \$165.00 7159356

SIGNATURE:	/Erik Zimmerman/
DATE SIGNED:	11/20/2023
Total Attachments: 5 source=Outfront - IP Security Agreement (Credit Facility) Executed#page1.tif source=Outfront - IP Security Agreement (Credit Facility) Executed#page2.tif source=Outfront - IP Security Agreement (Credit Facility) Executed#page3.tif source=Outfront - IP Security Agreement (Credit Facility) Executed#page4.tif source=Outfront - IP Security Agreement (Credit Facility) Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2023 (this “**Agreement**”) among OUTFRONT MEDIA LLC, a Delaware limited liability company, located at 90 Park Ave., 9th Floor, New York, NY 10016 (the “**Grantor**”) and MORGAN STANLEY SENIOR FUNDING, INC. (“**MS**”), as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

Reference is made to the Security Agreement dated as of January 31, 2014 (as amended by that certain Amendment No. 2 to Credit Agreement and Amendment No. 1 to Security Agreement, dated as of March 16, 2017, and that certain Amendment No. 5 to Credit Agreement and Amendment No. 2 to Security Agreement, dated as of November 18, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among OUTFRONT Media Inc., a Maryland corporation (the “**Parent**”); Outfront Media Capital LLC, a Delaware limited liability company (“**Capital LLC**”); Outfront Media Capital Corporation, a Delaware corporation (“**Capital Corp**” and, together with Capital LLC, the “**Borrowers**”); the Guarantors from time to time 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 that certain Amendment No. 1 to Credit Agreement, dated as of July 21, 2014, that certain Amendment No. 2 to Credit Agreement and Amendment No. 1 to Security Agreement, dated as of March 16, 2017, that certain Amendment No. 3 to Credit Agreement and Notice of Resignation, dated as of May 18, 2017, that certain Amendment No. 4 to Credit Agreement, dated as of November 17, 2017, that certain Amendment No. 5 to Credit Agreement and Amendment No. 2 to Security Agreement, dated as of November 18, 2019, that certain Amendment No. 6 to Credit Agreement, dated as of April 15, 2020, that certain Amendment No. 7 to Credit Agreement, dated as of May 24, 2023, and that certain Amendment No. 8 to Credit Agreement, dated as of June 15, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, the Parent, the Guarantors from time to time party thereto, MS, as Administrative Agent, Collateral Agent and Swing Line Lender, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantor is an affiliate 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 is 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, the 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 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 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.

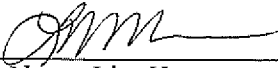
[Signatures on following page]

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

OUTFRONT MEDIA LLC

DocuSigned by:
By: Matthew Siegel
Name: Matthew Siegel
Title: Executive Vice President and Chief
Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC., *as*
Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008263 FRAME: 0715

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

UNITED STATES Trademarks, Service Marks and Trademark Applications

<u>Grantor</u>	<u>Trademark or Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Outfront Media LLC	LIVECARD MAX	9/5/2023	7159356
Outfront Media LLC	OUTFRONT/	8/13/2019	5834927
Outfront Media LLC	WE GET YOU AMERICA	8/13/2019	5834928
Outfront Media LLC	OUTFRONT	8/13/2019	5834907
Outfront Media LLC	SMARTSCOUT	8/3/2021	6441580
Outfront Media LLC	UNITED STATES OF AUDIENCES	7/30/2019	5823201