

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854782

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:	DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 9			
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	
Registration Number:	5115058	OUTFRONT STUDIOS	
Registration Number:	4909495	OUTFRONT MEDIA	
Registration Number:	2466614	STATION DOMINATION	
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		

CH \$240.00 7159356

ATTORNEY DOCKET NUMBER:	E.Zimmerman-35040.0123
NAME OF SUBMITTER:	Erik Zimmerman
SIGNATURE:	/Erik Zimmerman/
DATE SIGNED:	11/20/2023

Total Attachments: 5

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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 DEUTSCHE BANK TRUST COMPANY AMERICAS (“**DB**”), as collateral agent for the Notes Secured Parties (in such capacity, the “**Collateral Agent**”).

Reference is made to (i) the Security Agreement dated as of November 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among 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 “**Issuers**”); the other Grantors (as defined therein) from time to time party thereto and the Collateral Agent and (ii) the Indenture, dated as of November 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuers, the Guarantors (as defined therein) from time to time party thereto, the Collateral Agent and DB, in its capacity as Trustee (as defined therein) thereunder, pursuant to which the Issuers issued \$450,000,000 aggregate principal amount of 7.375% Senior Secured Notes due 2031 (together with any Additional Notes (as defined in the Indenture), the “**2031 Notes**”). As affiliates of the Issuers, the undersigned Grantor will derive substantial benefits from the transactions evidenced by and contemplated in the other Notes Documents and are willing to execute and deliver this Agreement in connection with the issuance of the 2031 Notes under the Indenture. 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 Section 1.03 of the Indenture 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 Notes 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 Notes Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Notes 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 Notes 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.

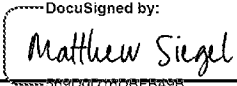
SECTION 5. Governing Law. The terms of Section 13.06 of the Indenture with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS, *as Collateral Agent*

DocuSigned by:
Rodney Gaughan
By: _____
Name: Rodney Gaughan
Title: vice President
DocuSigned by:
Carol Ng
By: _____
Name: Carol Ng
Title: vice President

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

**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
Outfront Media LLC	OUTFRONT STUDIOS	1/3/2017	5115058
Outfront Media LLC	OUTFRONT MEDIA	3/1/2016	4909495
Outfront Media LLC	STATION DOMINATION	7/3/2001	2466614