

02-13-2004

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Titan Outdoor LLC 540 Madison Avenue, 19th Floor New York, New York 10022 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other LLC (Delaware) Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: CaptialSource Finance LLC Internal Address: Street Address: 4445 Willard Avenue 12th Floor City: Chevy Chase State: MD Zip: 20815 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other LLC (Delaware) If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Acknowledgment of IP Collateral Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,769,675 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Attn: Penelope J.A. Agodoa Federal Research Company, LLC Internal: 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700 Street Address: City: State: Zip:

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Christina A. Czyz Name of Person Signing Signature Date 2/11/04 Total number of pages including cover sheet, attachments, and document: 10

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002912 FRAME: 0645

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of January 31, 2004, is made by **TITAN OUTDOOR LLC**, a Delaware limited liability company ("**Grantor**"); in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Loan Agreement described below (in such capacities, "**Secured Party**").

RECITALS:

A. Grantor; **TITAN OUTDOOR HOLDINGS INC.**, a Delaware corporation ("**Parent**"); **OUTDOOR MEDIA GROUP USA, INC.**, a New York corporation ("**OMG**"); **NEW YORK CITY TELECOMMUNICATIONS COMPANY, INC.**, a Nevada corporation ("**NYCTC**"); **TITAN BILLBOARDS, LLC**, a Delaware limited liability company ("**Titan Billboards**"); (Grantor, Parent, OMG, NYCTC and Titan Billboards sometimes hereinafter are referred to collectively as "**Borrowers**"), Secured Party and the other Lenders party thereto have entered into a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (such Revolving Credit, Term Loan and Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Loan Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Borrowers.

B. Pursuant to the Loan Agreement, Borrowers granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Agreement.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantor shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time.

Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent.

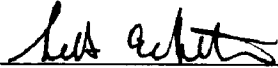
3. **Acknowledgement**. The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TITAN OUTDOOR LLC

By: 
Name: SCOTT E. GOLDSMITH
Title: VICE PRESIDENT

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Its: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

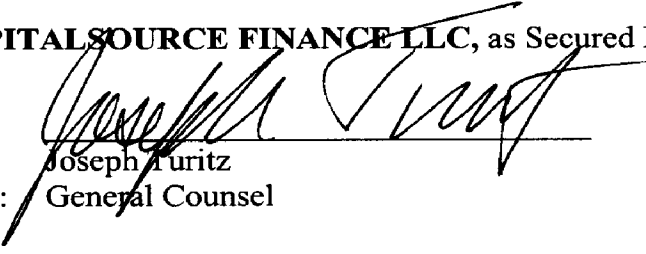
GRANTOR:

TITAN OUTDOOR LLC

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITAL SOURCE FINANCE LLC, as Secured Party

By: 
Its: Joseph Turitz
Title: General Counsel

ACKNOWLEDGEMENT OF GRANTOR

TITAN OUTDOOR LLC

STATE OF NEW YORK)

COUNTY OF NEW YORK)

SS:

On this 30th day of January, 2004 before me personally appeared SCOTTE E. Goldsmith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Titan Outdoor LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

[Signature]
Notary Public

My Commission Expires:

SCOTT E. GOLDSMITH
NOTARY PUBLIC, State of New York
No. 32-0010900
Qualified in New York County
Commission Expires 12/31/06

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION				
MARK	COUNTRY/ STATE	APPLN NO/ DATE	REG. NO/ REG. DATE	STATUS
TITAN OUTDOOR	United States	September 30, 2003	2,769,675	Registered

B. TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.