

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OA VW LLC		10/31/2014	LIMITED LIABILITY COMPANY:
VAN WAGNER KIOSK ADVERTISING, LLC		10/31/2014	LIMITED LIABILITY COMPANY:
FUEL OUTDOOR HOLDINGS, LLC		10/31/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3309109	IT'S A BEAUTIFUL OUTDOOR DAY	
<b>Registration Number:</b>	4385506	STREET MESSAGES	
<b>Registration Number:</b>	3311852	FUEL OUTDOOR	
<b>Serial Number:</b>	77624464		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212.310.8000		
<b>Email:</b>	Rachel.Trudeau@weil.com		
<b>Correspondent Name:</b>	Rachel Trudeau		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	35899.537 RACHEL TRUDEAU		
<b>NAME OF SUBMITTER:</b>	Rachel Trudeau		

CH \$115.00 3309109

<b>SIGNATURE:</b>	/Rachel Trudeau/
<b>DATE SIGNED:</b>	11/03/2014
<b>Total Attachments: 6</b> source=TM Short Form#page1.tif source=TM Short Form#page2.tif source=TM Short Form#page3.tif source=TM Short Form#page4.tif source=TM Short Form#page5.tif source=TM Short Form#page6.tif	

TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2014 (this “**Agreement**”) among each of the Grantors so identified on the signature page hereto (each a “**New Subsidiary**” and collectively, the “**New Subsidiaries**”) and CITIBANK, N.A., as Collateral Agent (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 CBS Outdoor Americas Capital LLC, a Delaware limited liability company (“**Finance LLC**”) and 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**”). The New Subsidiaries are affiliates 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 New Subsidiaries are 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, each New Subsidiary, 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 such New Subsidiary or in which such New Subsidiary 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 a New Subsidiary, 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 a New Subsidiary’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such New Subsidiary’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any New Subsidiary as such New Subsidiary 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 New Subsidiary 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. Each New Subsidiary 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.

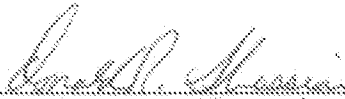
Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral 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.

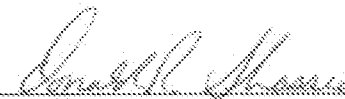
[Signatures on following page]

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

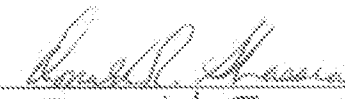
OA VW LLC,  
as a Grantor

By:   
Name: Donald Shassian  
Title: Executive Vice President and  
Chief Financial Officer

VAN WAGNER KIOSK ADVERTISING, LLC,  
as a Grantor

By:   
Name: Donald Shassian  
Title: Executive Vice President and  
Chief Financial Officer

FUEL OUTDOOR HOLDINGS LLC,  
as a Grantor

By:   
Name: Donald Shassian  
Title: Executive Vice President and  
Chief Financial Officer

CITIBANK, N.A.,  
as Collateral Agent

By: Monique Renta  
Name: Monique Renta  
Title: Director

**Schedule I to  
Trademark Security Agreement Supplement**

**UNITED STATES Trademarks, Service Marks and Trademark Applications**

<b>Grantor</b>	<b>Trademark or Service Mark</b>	<b>Date Granted</b>	<b>Registration No. and Jurisdiction</b>
OA VW LLC	Trademark	October 9, 2007	3309109 (USPTO)
Van Wagner Kiosk Advertising, LLC	Trademark	August 13, 2013	4385506 (USPTO)
Fuel Outdoor Holdings LLC	Trademark	October 16, 2007	3,311,852 (USPTO)

<b>Grantor</b>	<b>Trademark or Service Mark Application</b>	<b>Date Filed</b>	<b>Application No. and Jurisdiction</b>
Van Wagner Kiosk Advertising, LLC	Trademark Application	December 2, 2008	77/624464 (USPTO)

Trade Names:  
CityLites USA, LLC  
CityLites USA

Logo:  
CityLites Mark  
Fuel

Assumed Names:  
JADS (OA VW LLC)  
Master Sign Hangers (Van Wagner Kiosk Advertising, LLC)