

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Rail Network, Inc.</td><td>07/30/2007</td></tr><tr><td>TRN Atlanta, LLC</td><td>07/30/2007</td></tr><tr><td>TRN Atlanta Leasing, LLC</td><td>07/30/2007</td></tr></tbody></table>	Name	Execution Date	Rail Network, Inc.	07/30/2007	TRN Atlanta, LLC	07/30/2007	TRN Atlanta Leasing, LLC	07/30/2007	
Name	Execution Date								
Rail Network, Inc.	07/30/2007								
TRN Atlanta, LLC	07/30/2007								
TRN Atlanta Leasing, LLC	07/30/2007								
RECEIVING PARTY DATA									
Name:	CBS Outdoor Group, Inc.								
Street Address:	1515 Broadway								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10036								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6407673</td></tr></tbody></table>	Property Type	Number	Patent Number:	6407673					
Property Type	Number								
Patent Number:	6407673								
CORRESPONDENCE DATA									
Fax Number:	(202)344-8300								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	703 760-1676								
Email:	callen@venable.com								
Correspondent Name:	Caroline J. Swindell								
Address Line 1:	Venable LLP								
Address Line 2:	575 7th Street, NW								
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-1601								
ATTORNEY DOCKET NUMBER:	40801-249403								
NAME OF SUBMITTER:	Caroline J. Swindell								
Total Attachments: 9 source=Yellow_FR#page1.tif									

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PATENT
REEL: 020166 FRAME: 0052

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PATENT PROSECUTION RECEIPT OF FILING

143303

Venable Filing Number

Atty. Docket No: 40801-249403

Title of Application: TRANSIT VEHICLE MULTIMEDIA BROADCAST SYSTEM

Application No: 09/947,057

Patent No.: 6,407,673

Attorney/LAA: CJS:cja

PTO Due Date:

Current Date:

Filing Date: September 4, 2001

Issue Date: June 18, 2002

The following items were received from Venable LLP, Washington, D.C., by the U.S. Patent & Trademark Office on the date stamped hereon:

U.S. PTO FEES ENCLOSED

Transmittal Letter

☒ **Fee Transmittal Form SB-17**

New U.S. Patent Application

(pages of specification/claims)

Rule 53(d) Continued Prosecution Application

Rule 53(b) Continuation or Divisional Application

(attach copy of specification, claims, drawings and declaration)

U.S. National Stage Application of PCT Application

Request for Continued Examination (RCE) under 37 CFR 1.114

Application Data Sheet

Substitute Specification

Priority Document-Cert. Copy of

Appln.#: ; Country: ; Date Filed:

Formal Drawings (sheets, Figs.)

Inventor Declaration

☒ **Assignment w/Recordation Cover Sheet (7 pages)**

☒ **Yellow filing receipt**

Response to Notice to File Missing Requirements

Response to Requirement

Information Disclosure Statement with cited references

Petition to Revive

Sequence Listing - CDR Enclosed? Yes No

Request for Non-Publication

Request to Rescind Non-Publication Request

Terminal Disclaimer

Notice of Appeal

Appeal Brief (in triplicate) / Reply Brief (in triplicate)

Request for Oral Hearing

Confirmation of Hearing Petition

Issue Fee Transmittal

Certificate of Correction

Maintenance Fee Transmittal

Status Inquiry

Other: (Please describe below)

Filing Fee

Search Fee

Examination Fee

Additional Claim Fee

Extension Fee

IDS Fee

40.00 Recordation Fee

Notice of Appeal Fee

Brief on Appeal

Oral Hearing Request Fee

Publication Fee

Certificate of Correction Fee

Maintenance Fee

Other Fees (Describe)

40.00 Total Fees Paid

Charge the above fees as follows:

☒ USPTO Deposit Account No. 22-0261

☐ USPTO Deposit Account No.

☐ USPTO not to charge any Deposit Account

Reviewed By:

Signature of Attorney

Date

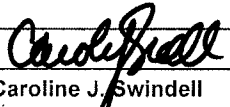
11/27/07

Under the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number.

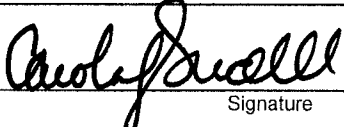
Effective on 12/08/2004. Fees pursuant to the Consolidated Appropriations Act, 2005 (H.R. 4818). FEE TRANSMITTAL For FY 2008		Complete if Known	
<input type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27		Patent Number	6,407,673 Conf. No. 5669
		Filing Date	September 4, 2001
		First Named Inventor	David E. Lane
		Examiner Name	Anh V. LA
		Art Unit	2632
TOTAL AMOUNT OF PAYMENT		(\$) 40.00	Attorney Docket No. 40801-249403

METHOD OF PAYMENT (check all that apply)	
<input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Money Order <input type="checkbox"/> None <input type="checkbox"/> Other (please identify): _____	
<input checked="" type="checkbox"/> Deposit Account Deposit Account Number: <u>22-0261</u> Deposit Account Name: <u>Venable LLP</u>	
For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)	
<input checked="" type="checkbox"/> Charge fee(s) indicated below	<input type="checkbox"/> Charge fee(s) indicated below, except for the filing fee
<input checked="" type="checkbox"/> Charge any additional fee(s) or underpayments of fee(s) under 37 CFR 1.16 and 1.17	<input checked="" type="checkbox"/> Credit any overpayments

FEE CALCULATION								
1. BASIC FILING, SEARCH, AND EXAMINATION FEES								
Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES		Fees Paid (\$)	
	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)		
Utility	310	155	510	255	210	105		
Design	210	105	100	50	130	65		
Plant	210	105	310	155	160	80		
Reissue	310	155	510	255	620	310		
Provisional	210	105	0	0	0	0		
2. EXCESS CLAIM FEES							Small Entity	
Fee Description							Fee (\$)	
Each claim over 20 (including Reissues)							50	
Each independent claim over 3 (including Reissues)							210	
Multiple dependent claims							370	
Total Claims Extra Claims Fee (\$) Fee Paid (\$)							Multiple Dependent Claims Fee (\$) Fee Paid (\$)	
HP = highest number of total claims paid for, if greater than 20.								
Indep. Claims Extra Claims Fee (\$) Fee Paid (\$)								
HP = highest number of independent claims paid for, if greater than 3.								
3. APPLICATION SIZE FEE								
If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$260 (\$130 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).								
Total Sheets	Extra Sheets	Number of each additional 50 or fraction thereof		Fee (\$)	Fee Paid (\$)			
	- 100 =	/50 =	(round up to a whole number) x					
4. OTHER FEE(S)							Fees Paid (\$)	
Non-English Specification. \$130 fee (no small entity discount)								
Other (e.g., late filing surcharge): 8021 Recording each patent assignment, agreement or ...							40.00	

SUBMITTED BY			
Signature		Registration No. (Attorney/Agent)	56,784
Name (Print/Type)	Caroline J. Swindell	Telephone	(703) 760-1676
		Date	11/27/07

911695

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Rail Network, Inc., TRN Atlanta, LLC, TRN Atlanta Leasing, LLC (07/30/2007) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: CBS Outdoor Group, Inc. Internal Address: _____ Street Address: _____ 1515 Broadway City: New York State: New York Country: USA Zip: 10036 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): _____ <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) 6,407,673 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: Caroline J. Swindell VENABLE LLP Internal Address: Atty. Dkt.: 40801-249403 Street Address: P.O. Box 34385 City: Washington State: DC Zip: 20043-9998 Phone Number: (703) 760-1676 Fax Number: (202) 344-8300 Email Address: Cjswindell@venable.com	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 22-0261 Authorized User Name Caroline J. Swindell
9. Signature: <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="text-align: center;"> _____ Signature Caroline J. Swindell Name of Person Signing</div><div style="text-align: center;">11/27/07 _____ Date</div><div style="text-align: center;">Total number of pages including cover sheet, attachments, and documents: 7</div></div>	

911689

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") dated as of the 30th day of July, 2007 ("Effective Date"), by the Rail Network, Inc., a Delaware corporation of address 561 Seventh Avenue, New York, New York, TRN Atlanta, LLC, a Delaware limited liability company of address 561 Seventh Avenue, New York, New York, TRN Atlanta Leasing, LLC, a Delaware limited liability company of address 561 Seventh Avenue, New York, New York, , including any and all subsidiary entities or affiliate entities of the foregoing ("Assignor") to CBS Outdoor Group Inc., a Delaware corporation ("Assignee").

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of July 30, 2007, by and between Assignor and Assignee (the "Purchase Agreement");

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the respective definitions ascribed to such terms in the Purchase Agreement; and

WHEREAS, Assignor desires to assign, and Assignee desires to accept, any and all Intellectual Property Rights (as defined herein) owned and/or otherwise assignable by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller's right, title and interest in, to and under the Intellectual Property Rights (the "Assignment") including without limitation, the patent applications and registrations appearing in Schedule 1.
2. Assumption. Purchaser hereby accepts the Assignment, and Purchaser assumes and agrees to pay, discharge and perform the Assumed Liabilities relating to the Intellectual Property.
3. The Purchase Agreement. This Assignment and Assumption is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment and Assumption is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment and Assumption shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and Assumption and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.
4. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.


Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

Assignee

THE RAIL NETWORK, INC.


By: David Lane

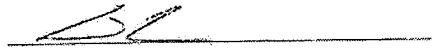
Title: CEO

Date: 7/30/07

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

Assignee

TRN ATLANTA, LLC.



By: The Rail Network, Inc Its Member

By: David Lane

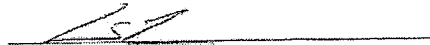
Title: CEO

Date: 7/30/2007

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

Assignee

TRN ATLANTA LEASING, LLC.



By: The Rail Network, Inc Its Member

By: David Lane

Title: CEO

Date: 7/30/2007

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

Assignee

CBS OUTDOOR GROUP INC.


By: Joseph Ianniello

Title: _____

Date: July 30, 2007

SCHEDULE I
Patent Applications and Registrations

Docket #	Filed	Country	Status	Description
13454.102	09/04/2001 06/18/2002	US	09/947,057 U.S. Patent 6,407,673	"Transit Vehicle Multimedia Broadcast System" A broadcast system for wirelessly broadcasting multi-media content to passengers in a transit vehicle traveling in locations where traditional wireless broadcast is lacking, where a device located in the transit vehicle stores multi-media content and a transmitter wirelessly broadcasts the multi-media content within the transit vehicle.
13454.106	10/24/2002 11/21/2006	US	Serial No. 10/279,444 U.S. Patent 7,139,595	"Transit Vehicle Wireless Transmission Broadcast System" A transit vehicle wireless transmission broadcast system that wirelessly transmits multi-media content from one car of a transit vehicle to another car for broadcast of the multi-media content to passengers traveling in the cars. Each transit vehicle includes a receiver for receiving the multi-media content or a storage device for retrieving the multi-media content and a transmitter for transmitting the multi-media content to a receiver located on the car. Prior to transmitting, the multi-media content may be converted to a wireless frequency and may be amplified for transmission. Each of the transit vehicles includes at least one broadcast device for broadcasting the multi-media content to the passengers traveling within the corresponding car.
13454.106N1	09/11/2006 01/04/2007	US	Serial No. 11/519,120 Published 2007/ 00004354A1	"Transit Vehicle Wireless Transmission Broadcast System" A transit vehicle wireless transmission broadcast system that wirelessly transmits multi-media content from one car of a transit vehicle to another car for broadcast of the multi-media content to passengers traveling in the cars. Each transit vehicle includes a receiver for receiving the multi-media content or a storage device for retrieving the multi-media content and a transmitter for transmitting the multi-media content to a receiver located on the car. Prior to transmitting, the multi-media content may be converted to a wireless frequency and may be amplified for transmission. Each of the transit vehicles includes at least one broadcast device for broadcasting the multi-media content to the passengers traveling within the corresponding car.

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