

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		01/16/1997	Agency: NEW YORK

RECEIVING PARTY DATA	
Name:	Matthew Outdoor Advertising Acquisition Co., LP
Street Address:	420-A South First St.
City:	Bangor
State/Country:	PENNSYLVANIA
Postal Code:	18013
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	74627288	MAKING OUTDOOR EASY TO BUY
Serial Number:	74627286	MATTHEW
Serial Number:	74627287	MAT-TECH

CORRESPONDENCE DATA	
Fax Number:	(404)572-6999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-572-6600
Email:	jjobst@pgfm.com
Correspondent Name:	Jeanene L. Jobst
Address Line 1:	191 Peachtree St., NE
Address Line 2:	16th Floor
Address Line 4:	Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	134648.00000
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NAME OF SUBMITTER:	Jeanene L. Jobst
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Total Attachments: 5

**900010637**

**TRADEMARK  
 REEL: 002898 FRAME: 0713**

CH \$90.00 74627288

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RELEASE OF LIENS AND TERMINATION AGREEMENT

**THIS RELEASE OF LIENS AND TERMINATION AGREEMENT** (this "Agreement"), dated as of January 16, 1997, is made by and among **CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY**, as agent for the Lenders ("Agent"), **CIBC INC**, the sole Lender ("CIBC"), **MATTHEW OUTDOOR ADVERTISING ACQUISITION CO., L.P.**, a Delaware limited partnership (the "Borrower"), **MATTHEW OUTDOOR ADVERTISING ACQUISITION CO.**, a Delaware corporation (the "General Partner"), **JAMES P. McANDREW**, a natural person domiciled in the State of New Jersey ("JPM"), and **ELAINE McANDREW**, a natural person domiciled in the State of New Jersey ("EM") (JPM and EM being collectively hereinafter referred to as "McAndrew") (Borrower, General Partner, and McAndrew being collectively hereinafter referred to as the "Debtors"; Debtors, Agent, and CIBC being collectively hereinafter referred to as the "Parties" or singularly as a "Party").

WITNESSETH:

WHEREAS, Borrower, General Partner and Agent have entered into the Credit Agreement, dated as of December 29, 1995 (as amended, supplemented or modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement are used herein as defined therein);

WHEREAS, upon even date herewith, Borrower has sold and transferred all or substantially all of its assets (the "Assets") pursuant to the Asset Purchase Agreement by and among Borrower, Matthew Acquisition Corporation, and Universal Outdoor, Inc., dated as of December 10, 1996 (the "Sale Transaction");

WHEREAS, in order to consummate the Sale Transaction, all Assets must be free and clear of any and all Bank Liens (as hereinafter defined);

WHEREAS, in order to facilitate the Sale Transaction and in consideration for Borrower's prepayment of the Loans upon even date herewith, Agent has agreed to execute and deliver this Agreement;

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Lien Release. Agent hereby terminates, releases, and cancels any and all Liens and any and all other rights, title, or interest in or to the Assets under or pursuant to the Credit Agreement and/or under or pursuant to any other Loan Documents (collectively, the "Bank Liens").
2. Termination. Debtors, Agent, and CIBC hereby terminate the Loan Documents, other than any provisions of the Loan Documents which by their terms are stated to survive the repayment of the Obligations and, in the case of the Security Documents, to survive the termination, release, and cancellation of the Bank Liens. Agent shall promptly surrender (a) the Notes (marked "PAID IN FULL

AND CANCELLED") to Borrower, (b) the McAndrew Guarantee (marked "CANCELLED") to JPM on behalf of McAndrew, and (c) any certificates evidencing the Pledged Interests of the respective Pledgors under their respective Pledge Agreements to such Pledgors.

3. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

4. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York. The immediately preceding sentence shall not limit the applicability of this Agreement to any Bank Liens created under the laws of a jurisdiction other than the State of New York.

5. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.

6. Further Assurances. At any time, and from time to time, upon request by or on behalf of any Debtor(s) and at the expense of the Debtor(s), Agent and CIBC agree to make, execute and deliver, or cause to be made, executed and delivered to the requesting Debtor(s) any and all such other and further release and termination statements and other documents as may, in the reasonable opinion of the requesting Debtor(s), be necessary or desirable in order to effectuate or complete the release of Bank Liens and the termination of Loan Documents as contemplated by this Agreement.

7. Representations and Warranties. The Agent hereby represents and warrants that the Agent has made no transfer or assignment (in whole or in part) of the Bank Liens or of any Loan Documents and that CIBC is the only Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

**CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, AS AGENT FOR THE LENDERS**

By: Reis J. Murray  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MANAGING DIRECTOR, CIBC WOOD GUNDY  
SECURITIES CORP., AS AGENT**

**CIBC INC.**

By: Reis J. Murray  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MANAGING DIRECTOR, CIBC WOOD GUNDY  
SECURITIES CORP., AS AGENT**

**MATTHEW OUTDOOR ADVERTISING CO., L.P.**

By: **MATTHEW OUTDOOR ADVERTISING CO.,  
its general partner**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MATTHEW OUTDOOR ADVERTISING CO.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**James P. McAndrew**

\_\_\_\_\_  
**Elaine McAndrew**

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

**CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, AS AGENT FOR THE LENDERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CIBC INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MATTHEW OUTDOOR ADVERTISING CO., L.P.**

By: **MATTHEW OUTDOOR ADVERTISING CO.,  
its general partner**

By: James P. McAndrew  
Name: James P. McAndrew  
Title: Gen. Mgr.

**MATTHEW OUTDOOR ADVERTISING CO.**

By: James P. McAndrew  
Name: James P. McAndrew  
Title: Pres.

James P. McAndrew  
James P. McAndrew

\_\_\_\_\_  
Elaine McAndrew

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, AS AGENT FOR THE LENDERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CIBC INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MATTHEW OUTDOOR ADVERTISING CO., L.P.

By: MATTHEW OUTDOOR ADVERTISING CO.,  
its general partner

By: James P. McAndrew  
Name: James P. McAndrew  
Title: G.P.

MATTHEW OUTDOOR ADVERTISING CO.

By: James P. McAndrew  
Name: James P. McAndrew  
Title: Pres

James P. McAndrew  
James P. McAndrew

Elaine McAndrew  
Elaine McAndrew