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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Name (line 1) Execution Date
Month Day Year
2 22 01

Second Party

Name (line 1)
Name (line 2)
Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Canadian Imperial Bank of Commerce, as Collateral
Agent
Name (line 2)
Address (line 1) 425 Lexington Avenue
Address (line 2)
Address (line 3) New York New York/USA 10017
City State/Country Zip Code
☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

FOR OFFICE USE ONLY

03/22/2001 TDIAZ1 00000114 5320312

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011887 FRAME: 0451

Correspondent Name and Address

Area Code and Telephone Number

(404) 815-2215

Name Gretchen E. von Dwingelo, Esq.

Address (line 1) Paul, Hastings, Janofsky & Walker LLP

Address (line 2) 600 Peachtree Street, N.E.

Address (line 3) Suite 2400

Address (line 4) Atlanta, Georgia 30308-2222

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

13

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5320312

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

16-0752

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gretchen E. von Dwingelo

Name of Person Signing

Signature

Date

SUBSIDIARY PATENT SECURITY AGREEMENT

This SUBSIDIARY PATENT SECURITY AGREEMENT (this "Agreement") is made as of February 22, 2001, by each of the parties listed on the signature pages hereof and those additional entities that hereafter become parties hereto by executing the form of supplement attached hereto as Annex 1, as pledgors (collectively, the "Pledgors", and individually each a "Pledgor"), and CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent for the Credit Parties (as defined in the Credit Agreement described below) (the "Collateral Agent").

WITNESSETH:

WHEREAS, SpectraSite Communications, Inc., a Delaware corporation (the "Borrower"), SpectraSite Holdings, Inc., a Delaware corporation, as a guarantor, CIBC World Markets and Credit Suisse First Boston, as joint lead arrangers and bookrunners, CIBC World Markets Corp., Credit Suisse First Boston, Bank of Montreal, Chicago Branch and TD Securities (USA) Inc., as arrangers, Canadian Imperial Bank of Commerce, as administrative agent, the Collateral Agent and the other Credit Parties (as defined in the Credit Agreement) party thereto are parties to that certain Amended and Restated Credit Agreement dated as of February 22, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Collateral Agent has agreed to act as collateral agent for the benefit of the Credit Parties in connection with the transactions contemplated by the Credit Agreement; and

WHEREAS, each Pledgor is a direct or indirect Subsidiary of the Borrower, and each Pledgor has determined that its execution, delivery and performance of this Agreement directly or indirectly benefits, and is within the corporate or other purposes and in the best interests of such Pledgor; and

WHEREAS, in consideration for, among other things, the execution of the Credit Agreement by the Credit Parties, and to secure the full and prompt payment and performance of, among other things, (a) the obligations of each Pledgor arising from this Agreement and that certain Amended and Restated Subsidiary Guaranty of even date herewith and (b) all of the Obligations (as defined in the Credit Agreement) of the Borrower under the Credit Agreement (including, without limitation, any interest, fees and other charges in respect of the Notes and the other Loan Documents that would accrue but for the filing of an Insolvency Proceeding with respect to the Borrower, whether or not such claim is allowed in such Insolvency Proceeding) ((a) and (b) being hereinafter together referred to as the "Secured Obligations");

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Pledgor hereby grants to the Collateral Agent, for the benefit of the Credit Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by Applicable Law, all of such Pledgor's now owned or existing and hereafter acquired or arising: (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (e) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (a)-(e) in this clause 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

5. Restrictions on Future Agreements. Each Pledgor agrees that it will not, without the Collateral Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Collateral Agent under this Agreement or the rights associated with the Patents.

6. New Patents. Each Pledgor represents and warrants that (a) the Patents listed on Schedule 1 next to such Pledgor's name include all of the patents and patent applications owned

or held by such Pledgor on the Agreement Date, and (b) no Liens, claims or security interests in such Patents have been granted by such Pledgor to any Person other than the Collateral Agent and except as permitted by the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, or (ii) become entitled to the benefit of any patents, patent applications, patent licenses, patent license renewals, or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Each applicable Pledgor shall give to the Collateral Agent prompt written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. Each Pledgor hereby authorizes the Collateral Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future patents and patent applications, which are Patents under paragraph 4 above or under this paragraph 6 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future patents and patent applications.

7. Royalties. Each Pledgor hereby agrees that the use by the Collateral Agent of the Patents as authorized hereunder in connection with the Collateral Agent's exercise of its rights and remedies under paragraph 14 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent to such Pledgor.

8. Nature and Continuation of the Collateral Agent's Security Interest; Termination of the Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents and shall terminate only when the Secured Obligations have been paid in full in cash or otherwise satisfied to the satisfaction of the Credit Parties and the Credit Parties are under no further obligation to make Loans to the Borrower. When this Agreement has terminated, the Collateral Agent shall promptly execute and deliver to the applicable Pledgor, at such Pledgor's expense, all termination statements and other instruments as reasonably may be necessary or proper to terminate the Collateral Agent's security interest in the Patents, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to this Agreement or the Credit Agreement.

9. Duties of the Collateral Agent. The Collateral Agent shall not have any duty with respect to the Patents. Without limiting the generality of the foregoing, the Collateral Agent shall not be under any obligation to take any steps necessary to preserve rights in the Patents against any other parties, but the Collateral Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses reasonably incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Secured Obligations secured hereby.

10. The Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Patents and, if the Collateral Agent shall

commence any such suit, each Pledgor shall, at the reasonable request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Collateral Agent in aid of such enforcement. The Pledgors shall, upon demand, jointly and severally, promptly reimburse the Collateral Agent for all costs and expenses reasonably incurred by the Collateral Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys, paralegals and other professionals for the Collateral Agent).

11. Waivers. The Collateral Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Collateral Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Collateral Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Collateral Agent unless such suspension or waiver is in writing signed by an officer of the Collateral Agent and directed to such Pledgor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all officers, employees and agents of the Collateral Agent designated by the Collateral Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in such Pledgor's or the Collateral Agent's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Collateral Agent in the use of the Patents, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Patents to anyone, and (iv) take any other actions with respect to the Patents as the Collateral Agent deems in its best interest and in the best interest of the Credit Parties. Each Pledgor hereby ratifies all that such attorney shall

lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Collateral Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of New York with respect to the Patents, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Patents to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's reasonable discretion, to effect such assignment, conveyance and transfer. All of the Collateral Agent's rights and remedies with respect to the Patents, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. Each Pledgor agrees that any notification of intended disposition of any of the Patents required by law shall be deemed reasonably and properly given if given at least ten (10) days, if such notice is given by facsimile or ten (10) days, if such notice is given by mail, before such disposition.

15. Successors and Assigns. This Agreement shall be binding upon the Pledgors and the Collateral Agent and their respective nominees, successors and assigns, and shall inure to the benefit of the Pledgors and the Collateral Agent and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Collateral Agent's prior written consent.

16. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed in all respects in accordance with the laws and decisions of the State of New York including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Section 327(b) of the New York Civil Practice Laws and Rules and without reference to the conflicts or choice of law principles thereof.

17. Notices. All notices or other communications hereunder shall be given in the form and manner set forth in Section 13.1 of the Credit Agreement, at the address for the Collateral Agent set forth in the Credit Agreement, and for each Pledgor at the address set forth for such Pledgor in the Subsidiary Guaranty.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Collateral Agent. The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Patents and shall not impose any duty upon the Collateral Agent to exercise any such powers. Except for the safe custody of any Patents in its actual possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Patents or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Patents. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Patents in its actual possession if such Patents are accorded treatment substantially equal to that which the Collateral Agent accords its own property. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Collateral Agent" shall be a reference to the Collateral Agent for the ratable benefit of the Credit Parties, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Collateral Agent for the ratable benefit of the Credit Parties.

20. New Subsidiaries. Pursuant to Section 6.15 of the Credit Agreement, each new Restricted Subsidiary and each new Domestic SpectraSite Mexico Subsidiary, in each case owning the rights to any patents or patent applications, is required to enter into this Agreement by executing and delivering in favor of the Collateral Agent an instrument in the form of Annex 1 attached hereto. Upon the execution and delivery of Annex 1, each such new Restricted Subsidiary or Domestic SpectraSite Mexico Subsidiary, as the case may be, shall become a Pledgor hereunder with the same force and effect as if originally named as Pledgor herein. The execution and delivery of any instrument adding an additional Pledgor as a party to this Agreement shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor hereunder.

21. 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 shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

22. Merger. This Agreement represents the final agreement of each Pledgor and the Collateral Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Pledgor and the Collateral Agent.

23. Effectiveness. This Agreement shall become effective on the Agreement Date.

24. Termination. Upon payment in full of all of the Secured Obligations in cash or otherwise to the satisfaction of the Credit Parties, and termination of any obligation of the Credit Parties to make the Loans under the Credit Agreement, this Agreement and the Collateral Agent's security interest and security title granted hereunder shall terminate, and the Collateral Agent shall, at the request of the any Pledgor and at such Pledgor's expense, execute and deliver to such Pledgor any releases and Uniform Commercial Code termination statements reasonably necessary to evidence such termination.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

Sworn to and subscribed
before me this 22 day of
February, 2001.

NOTARY PUBLIC

My Commission Expires:

SPECTRASITE BROADCAST FABRICATION, INC.

By: David P. Tomick
Name: David P. Tomick
Title: Exec VP CFO + Secretary

Sworn to and subscribed
before me this 22 day of
February, 2001.

NOTARY PUBLIC

My Commission Expires:

STAINLESS, INC.

By: David P. Tomick
Name: David P. Tomick
Title: Exec VP, CFO + Secretary

Sworn to and subscribed
before me this _____ day of
_____, 2001.

NOTARY PUBLIC

My Commission Expires:

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Collateral Agent**

By: _____
Name: Deborah Strek
Title: Managing Director, CIBC World
Markets, as Agent

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

Sworn to and subscribed
before me this _____ day of
_____, 2001.

**SPECTRASITE BROADCAST TECHNICAL
SERVICES, INC.**

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

My Commission Expires:

Sworn to and subscribed
before me this _____ day of
_____, 2001.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Collateral Agent**

By: *D. Strek*

Name: Deborah Strek

Title: Managing Director, CIBC World
Markets, as Agent

NOTARY PUBLIC

Mario Maurice

My Commission Expires:

SUBSIDIARY PATENT SECURITY AGREEMENT

**PATENT
REEL: 011887 FRAME: 0461**

SCHEDULE 1

PATENTS

Stainless, Inc.

1. United States Patent No. 5320312, a Cable Cluster Mount.

SpectraSite Broadcast Fabrication, Inc.

1. United States Patent No. 4,420,917, a Guyline Tension Device for Communication Towers.
2. United States Patent No. 4,843,402, an Azimuth Array of Rotary Antennas with Selectable Lobe Patterns.
3. United States Patent No. 5,163,650, a Telescoping Mast with Improved Holddown-Locking Mechanism.
4. United States Patent No. 5,593,129, a Telescoping Mast with Improved Holddown-Locking Mechanism.
5. United States Patent No. 5,615, 855, a Telescoping Mast with Integral Payload.

Annex 1 to Subsidiary Patent
Security Agreement - Form of Supplement

Supplement No. ____ (this "Supplement") dated as of _____, 200__ to the Amended and Restated Subsidiary Patent Security Agreement dated as of February 22, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Patent Security Agreement") by each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (each a "Pledgor") and Canadian Imperial Bank of Commerce, in its capacity as collateral agent for the Credit Parties (as defined in the Credit Agreement described below) (the "Collateral Agent").

WITNESSETH:

WHEREAS, SpectraSite Communications, Inc., as borrower (the "Borrower"), SpectraSite Holdings, Inc., a Delaware corporation, as a guarantor, CIBC World Markets Corp. and Credit Suisse First Boston, as joint lead arrangers and bookrunners, CIBC World Markets Corp., Credit Suisse First Boston, Bank of Montreal, Chicago Branch and TD Securities (USA) Inc. as arrangers, Canadian Imperial Bank of Commerce, as administrative agent, the Collateral Agent and the other Credit Parties (as defined in the Credit Agreement) party thereto are parties to that certain Amended and Restated Credit Agreement dated as of February 22, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Subsidiary Patent Security Agreement; and

WHEREAS, the Pledgors have entered into the Subsidiary Patent Security Agreement in order to induce the Credit Parties to make the Loans; and

WHEREAS, pursuant to Section 6.15 of the Credit Agreement, each new Restricted Subsidiary and each new Domestic SpectraSite Mexico Subsidiary owning rights in any patents or patent applications must execute and deliver certain Loan Documents and Security Documents, including the Subsidiary Patent Security Agreement, and the execution of the Subsidiary Patent Security Agreement by the undersigned new Pledgor or Pledgors (collectively, the "New Pledgor") may be accomplished by the execution of this Supplement in favor of the Collateral Agent for the ratable benefit of the Credit Parties;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Pledgor hereby agrees as follows:

1. In accordance with Section 20 of the Subsidiary Patent Security Agreement, the New Pledgor, by its signature below, becomes a 'Pledgor' under the Subsidiary Patent Security

Agreement with the same force and effect as if originally named therein as a 'Pledgor' and the New Pledgor hereby (a) agrees to all of the terms and provisions of the Subsidiary Patent Security Agreement applicable to it as a 'Pledgor' thereunder and (b) represents and warrants that the representations and warranties made by it as a 'Pledgor' thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Pledgor, as security for the payment and performance in full of the Secured Obligations (including, without limitation, any interest thereon, plus reasonable attorneys' fees and expenses if the Secured Obligations are collected by law, through an attorney-at-law, or under advice therefrom), does hereby grant to the Collateral Agent, for the ratable benefit of the Credit Parties, a security interest in all of the New Pledgor's now owned or existing and hereafter acquired or arising: (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the New Pledgor's business symbolized by the foregoing and connected therewith, and (e) all of the New Pledgor's rights corresponding thereto throughout the world; and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits. Schedule 1 attached hereto supplements Schedule 1 to the Subsidiary Patent Security Agreement and shall be deemed a part thereof for all purposes of the Subsidiary Patent Security Agreement. Each reference to a 'Pledgor' in the Subsidiary Patent Security Agreement shall be deemed to include the New Pledgor. The Subsidiary Patent Security Agreement is incorporated herein by reference.

2. The New Pledgor represents and warrants to the Collateral Agent and the Credit Parties that this Supplement has been duly executed and delivered by the New Pledgor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

3. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Except as expressly supplemented hereby, the Subsidiary Patent Security Agreement shall remain in full force and effect.

5. This Supplement shall be construed and interpreted in accordance with the internal laws of the State of New York including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Section 327(b) of the New York Civil Practice Laws and Rules.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the New Pledgor has duly executed this Supplement to the Subsidiary Patent Security Agreement as of the day and year first above written.

Sworn to and subscribed
before me this _____ day of
_____, 200__.

[name of New Pledgor]

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

My Commission Expires:

Sworn to and subscribed
before me this _____ day of
_____, 200__.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Collateral Agent**

By: _____

Name: Deborah Strek

Title: Managing Director, CIBC World
Markets, as Agent

NOTARY PUBLIC

My Commission Expires:
