

6-6-03



102466468

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

1. Name of conveying party(ies):  
**SBA Telecommunications, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State (FL)  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: General Electric Capital Corporation, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 120 Long Ridge Road, 3rd Floor

City: Stamford State: CT ZIP: 06927

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designation 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  
 Other \_\_\_\_\_

Execution Date: May 9 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional number(s) attached?  Yes  No

B. Trademark Registration No.(s)  
2,233,588 ; 2,343,108 ; 2,083,571 ; 2,108,935

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): ..... \$115.00

Enclosed  
 Authorized to be charged to deposit account credit card

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

RECEIVED OFFICE  
 2003 JUN -6 PM 1:12  
 ASSIGNMENTS DIV

06/06/2003 101RZ1 00000105 2233588

DO NOT USE THIS SPACE

FC:6321 40.00 DP  
FC:6322 75.00 DP

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.

Robyn Rahbar, Esq.  
Name of Person Signing

*Robyn Rahbar*  
Signature

6/5/03  
Date

Total number of pages including cover sheet, attachments, and document: 6

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 9, 2003 is made by SBA TELECOMMUNICATIONS, INC., a Florida corporation (the "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 9, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent and GECC CAPITAL MARKETS GROUP, INC., as advisor and lead arranger and bookrunner (in such capacity, the "Arranger").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of May 9, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

**SECTION 2. Grant of Security Interest.** Borrower hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in all of the Trademarks now owned or at any time hereafter acquired by Borrower (including, without limitation, those items listed on Schedule A hereto) or in which Borrower now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Borrower's Obligations.

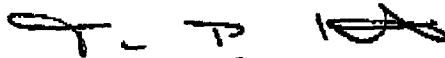
**SECTION 3. Purpose.** This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SBA TELECOMMUNICATIONS, INC.

By:   
 Name: THOMAS P HUNT  
 Title: SENIOR VICE PRESIDENT AND GENERAL  
 COUNSEL

GENERAL ELECTRIC CAPITAL CORPORATION  
 as Administrative Agent for the Lenders

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

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SBA TELECOMMUNICATIONS, INC.

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

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent for the Lenders

By: Molly S. Ferguson  
Name: Molly S. Ferguson  
Title: manager, operations

**SCHEDULE A**

**U.S. Trademarks**

<u>Trademark</u>	<u>Registration or Serial Number</u>
SBA; Broadcast Sound Device	2,233,588
Hottowers.com	2,343,108
Unwire America	2,083,571
SBA; Logo for Site Development	2,108,935

032375-0326-08923-NY02.2269789.3

TOTAL P.07

**RECORDED: 06/06/2003**

**TRADEMARK  
REEL: 002746 FRAME: 0845**