

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SBA Telecommunications Inc.		12/21/2005	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2233588	SBA	
<b>Registration Number:</b>	2343108	HOTTOWERS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	032375/0360		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		
<b>Signature:</b>	/kh/		

OP \$65.00 2233588

Date:

02/06/2006

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 21, 2005 is made by SBA Telecommunications Inc., a Florida corporation, located at 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 (the “Obligor”), in favor of General Electric Capital Corporation, a New York corporation, located at 201 Merritt 7, Norwalk, CT, 06851, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of December 21, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SBA Senior Finance II LLC, a Florida limited liability company (the “Borrower”), the Lenders, TD Securities (USA) LLC, as Co-Lead Arranger and Syndication Agent, DB Structured Products, Inc. and Lehman Commercial Paper Inc., as Co-Documentation Agents, and General Electric Capital Corporation (in its individual capacity, “GE Capital”), as administrative agent (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other 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 Obligor has executed and delivered a Guarantee and Collateral Agreement, dated as of December 21, 2005, 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, Obligor 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, Obligor 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, Obligor 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. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

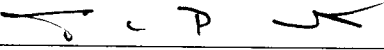
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and 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. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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:   
Name: **Matthew A. Toth III**  
Title: **Authorized Signatory**



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF CT )  
 ) ss  
COUNTY OF Fairfield )

On the 13 day of January 2006, before me personally came Matthew John III, who is personally known to me to be the Duly Authorized signatory of General Electric Capital Corporation, a New York corporation; who, being duly sworn, did depose and say that she/he is the Duly Authorized signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

James P. McGeachy  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Title</b>	<b>Registration Number</b>
SBA	2233588
Hottowers.com	2343108