

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Collateral Assignment (Trademarks)(Interim Notes) and Release of Security Interest recorded at Reel 004110/Frame 0861		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Wells Fargo Bank, National Association, as Collateral Agent		12/22/2009
			Entity Type
			National Bank Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	FiberTower Solutions Corporation		
Street Address:	7925 Jones Branch Drive, Suite 3300		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3525770	MUNIFRAME
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-4307		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	90355-00007		
NAME OF SUBMITTER:	Stephanie S. Kann		
Signature:	/stephanie s. kann/		

CH \$40.00 3525770

Date:

12/29/2009

Total Attachments: 4

source=Term Rel Col Assgn Fibertower 12 29 09#page1.tif

source=Term Rel Col Assgn Fibertower 12 29 09#page2.tif

source=Term Rel Col Assgn Fibertower 12 29 09#page3.tif

source=Term Rel Col Assgn Fibertower 12 29 09#page4.tif

**TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT
(TRADEMARKS)(INTERIM NOTES) AND RELEASE OF SECURITY INTEREST**

TERMINATION AND RELEASE, dated as of December 22, 2009, from WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Holders of the Notes defined in the Collateral Assignment (Trademarks)(Interim Notes) dated December 7, 2009 (in such capacity and together with its successors and assigns, the "Collateral Agent"), to FIBERTOWER SOLUTIONS CORPORATION, a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Collateral Assignment (Trademarks)(Interim Notes) dated December 7, 2009, an assignment and security interest (the "Assignment and Security Interest") in certain Collateral (as hereinafter defined) was granted by the Assignee to the Collateral Agent, which Assignment and Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") at Reel 004110/Frame 0861 for the Trademark set forth on Schedule A;

WHEREAS, the 9.00% Mandatorily Redeemable Convertible Senior Secured Notes Due 2012 issued by FiberTower Corporation (the "Interim Notes") under the Indenture dated December 7, 2009 (as supplemented, the "Interim Indenture"), were cancelled in connection with the issuance by FiberTower Corporation of its 9.00% Senior Secured Notes Due 2016 (the "New Notes") under the Indenture dated December 22, 2009; and

WHEREAS, the Collateral Agent, acting solely in its capacity as collateral agent pursuant to the Interim Indenture, now desires to terminate and release the entirety of its Assignment and Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Collateral. The term "Collateral," as used herein, shall have the meaning as the "Trademarks" as that term is defined in the Collateral Assignment (Trademarks)(Interim Notes) dated December 7, 2009 and all of the Assignee's right, title and interest of every kind and nature in and to the trademark in the United States trademark registration set forth on Schedule A attached hereto, (the "Trademark"), together with the goodwill of the business symbolized by the Trademark and the application and registration thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof.

2. Release. The Collateral Agent hereby terminates and releases in its entirety the Assignment and Security Interest in the Collateral.

3. Recordation. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Assignment and Security Interest in the Collateral.

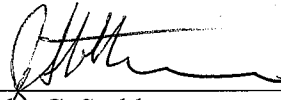
4. Further Assurance. The Collateral Agent hereby agrees, at the sole expense of the Assignee, to execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Assignment and Security Interest in the Collateral contemplated hereby.

5. Modification. This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. New Notes. No duties or obligations of Assignee arising under or in connection with the issuance of the New Notes are to be affected by this Termination and Release.

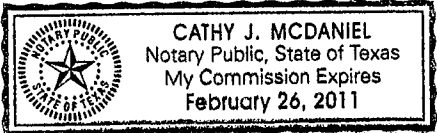
[Signature Page Follows]

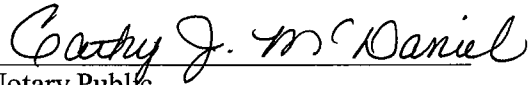
WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: John C. Stohlmann
Title: Vice President

STATE OF Texas)
)ss:
COUNTY OF Tarrant)

On this 29th day of December, 2009, before me personally appeared John C. Stohlmann to me known who, being by me duly sworn, did depose and say that he/she is a Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, the corporation described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by such corporation.




Notary Public

SCHEDULE A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application/Registration Number</u>
MuniFrame	U.S.	Appl. No. 78/752,956; Reg. No. 3,525,770

Termination and Release of Collateral Assignment (Trademarks)(Interim Notes) and Release of Security Interest