

03-31-1999

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

3.25.99

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

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Florida)
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: February 11, 1999

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

Name: Lehman Commercial Paper Inc., as Administrative Agent
 Internal Address: _____
 Street Address: 3 World Financial Center, 200 Vesey Street
 City: New York State: NY ZIP: 10285

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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

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

A. Trademark Application No.(s) 75/348,802 (see Schedule A)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Lori E. Lesser, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. 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.

Lori E. Lesser, Esq.
Name of Person Signing

Lori Lesser
Signature

3-24-99
Date

Total number of pages comprising cover sheet: 8

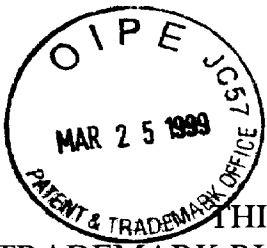
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

03/30/1999 DMSUYEN 00000135 75348802

FC:481

40.00 DP

TRADEMARK
REEL: 1876 FRAME: 0390



CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of February 11, 1999, is made by SBA, Inc., a Florida corporation (the "Obligor"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of February 5, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SBA Communications Corporation, a Florida corporation, SBA Telecommunications, Inc., a Florida corporation (the "Borrower"), Lehman Brothers Inc., as a Co-Arranger, General Electric Capital Corporation, as a Co-Arranger and as Syndication Agent, Toronto Dominion (Texas), Inc., as Documentation Agent, Barclays Bank PLC, as Co-Documentation Agent, the Lenders and 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;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries and other related entities, including the Obligor, have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of February 5, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Section 3 of the Security Agreement, the Company and the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in the Intellectual Property, which includes all Intellectual Property "now owned or at any time hereafter acquired by such Grantor [(as defined in the preamble to the Security Agreement)] or in which such Grantor now has or at any time in the future may acquire any right, title or interest"; and

WHEREAS, pursuant to the foregoing, the Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and as part of the Obligor's obligations that it undertook to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the trademark and application listed on Schedule A hereto, and all of the goodwill associated therewith (the "Trademark"), to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of each of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment 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 Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SBA, INC.

By: 
Name: Jeffrey Stoops
Title: Lehman Vice President

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent

By: _____
Name: William Gallagher
Title: Vice-President

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

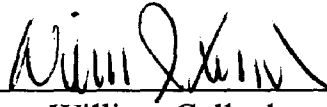
SBA, INC.

By: _____

Name: Jeffrey Stoops

Title: _____

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent

By: 

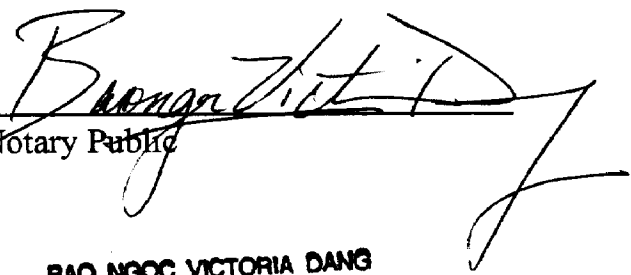
Name: William Gallagher

Title: ~~Vice-President~~
Authorized Signatory

STATE OF New York)
COUNTY OF New York) ss:

*Authorized
Signature*

On the 11th day of February, 1999, before me personally came **William Gallagher**, who is personally known to me to be **Vice-President of Lehman Commercial Paper Inc.**; who, being duly sworn, did depose and say that he is **Vice-President** in such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



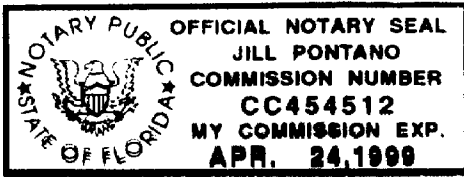
Notary Public

[NOTARIAL SEAL]

BAO NGOC VICTORIA DANG
NOTARY PUBLIC, State of New York
No. 01DA5087473
Qualified in New York County
Commission Expires Nov. 3, 1999

STATE OF Florida)
) ss:
COUNTY OF Palm Beach)

On the 11th day of February, 1999, before me personally came **Jeffrey Stoops**, who is personally known to me to be the Sr. Vice President of **SBA, Inc.**, a Florida corporation; who, being duly sworn, did depose and say that he is the Sr. Vice President in such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Jill Pontano
Notary Public

[NOTARIAL SEAL]

Schedule A

U.S. Trademarks

SBA Serial Number 75/348,802 Filed on August 28, 1997