

05-18-1999



MAD
5.6.99

RECORDATION FORM COVER SHEET 101038601
TRADEMARKS ONLY

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 License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 should be attached. (Designation must be a separate document from Assignment.)

05/17/1999 JSHABAZZ 00000013 75346411

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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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

TRADEMARK
REEL: 001897 FRAME: 0197

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)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/346,411"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/479,212"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/478,990"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

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

5/6/99

Date Signed

SCHEDULE 1
TRADEMARKS

None.

The Pledgor has three trademark applications pending.

1. United States Trademark Application Number 75/346,411 for the service mark SpectraSite Communications, filed August 25, 1997 currently is pending at the U.S. Patent and Trademark Office.
2. United States Trademark Application Number 75/479,212 for the service mark SpectraSite, filed May 4, 1998 currently is pending at the U.S. Patent and Trademark Office.
3. United States Trademark Application Number 75/478,990 for the service mark SpectraSite and Design, filed May 4, 1998 currently is pending at the U.S. Patent and Trademark Office.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 20, 1999, by and between SPECTRASITE COMMUNICATIONS, INC., a Delaware corporation (the "Pledgor"), and CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent for the Senior Credit Parties (as defined in the Credit Agreement described below) (the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor, SpectraSite Holdings, Inc., a Delaware corporation, as a guarantor, CIBC Oppenheimer Corp. and Credit Suisse First Boston, as arrangers (the "Arrangers"), Credit Suisse First Boston, as syndication agent (the "Syndication Agent"), Canadian Imperial Bank of Commerce, as administrative agent (the "Administrative Agent"), the Collateral Agent and the other Credit Parties (as defined in the Credit Agreement) party thereto are parties to that certain Credit Agreement dated as of April 20, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Senior Credit Parties have agreed to extend credit to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Senior Credit Parties are willing to extend credit to the Pledgor as provided for in the Credit Agreement, but only upon the condition, among others, that the Pledgor shall have executed and delivered this Agreement, in order to secure, as further described below, the payment and performance of, among other things, all Senior Obligations (as defined in the Credit Agreement) of the Pledgor under the Credit Agreement;

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 Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Senior Obligations, the Pledgor hereby grants to the Collateral Agent, for the benefit of the Senior 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 the Pledgor's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark 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 Pledgor's business symbolized by the foregoing and connected therewith and (e) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark 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 "Trademarks"); and (ii) the goodwill of the Pledgor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The 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 the 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 Trademarks.

6. New Trademarks. The Pledgor represents and warrants that (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by the Pledgor on the Agreement Date, and (b) no Liens, claims or security interests in such Trademarks have been granted by the Pledgor to any Person other than the Collateral Agent and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark

applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark 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). The 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. The Pledgor hereby authorizes the Collateral Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks 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 trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. The Pledgor hereby agrees that the use by the Collateral Agent of the Trademarks 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 the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent to the 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 Trademarks and shall terminate only when the Senior Obligations have been paid in full in cash or otherwise satisfied to the satisfaction of the Senior Credit Parties and the Senior Credit Parties are under no further obligation to make Loans to the Pledgor. When this Agreement has terminated, the Collateral Agent shall promptly execute and deliver to the Pledgor, at the 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 Trademarks, 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 Trademarks. 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 Trademarks 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 Pledgor and shall be added to the Senior 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 Trademarks and, if the Collateral Agent shall commence any such suit, the 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

Pledgor shall, upon demand, 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 the 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 the 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 the 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 the 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) The 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 the Pledgor's true and lawful attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in the 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 the Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Collateral Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Collateral Agent deems in its best interest and in the best interest of the Senior Credit Parties. The 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. The 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 Trademarks 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 Trademarks, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks 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 Trademarks, 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. The Pledgor agrees that any notification of intended disposition of any of the Trademarks 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 Pledgor and the Collateral Agent and their respective nominees, successors and assigns, and shall inure to the benefit of the Pledgor and the Collateral Agent and their respective nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the 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 without reference to the conflicts or choice of law principles thereof.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

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. 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 Senior 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 Senior Credit Parties.

20. 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.

21. Merger. This Agreement represents the final agreement of the 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 the Pledgor and the Collateral Agent.

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

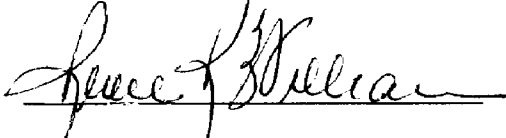
23. Termination. Upon payment in full of all of the Senior Obligations in cash or otherwise to the satisfaction of the Senior Credit Parties, and termination of any obligation of the Senior Credit Parties to make the Senior Loans under the Credit Agreement, this Agreement and the Collateral Agent's security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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

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 19th day of April, 1999.

NOTARY PUBLIC



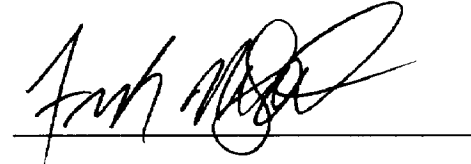
My Commission Expires:

October 19, 2000

RENEE R. WILLIAMS
NOTARY PUBLIC, State of New York
No. 01W16015036
Qualified in Kings County
Commission Expires October 19, 2000

Sworn to and subscribed before me this 19th day of April, 1999.

NOTARY PUBLIC



My Commission Expires:

May 11, 2000

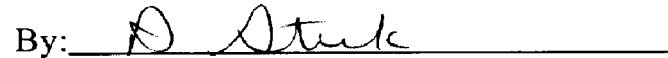
FRANK N. DAGOSTINO
Notary Public State of New York
No. 314996102
Qualified in New York County
Commission Expires May 11, 2000

SPECTRASITE COMMUNICATIONS, INC.

By: 

Name: David P. Tomiek
Title: Executive Vice President, Chief
Financial Officer and Secretary

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Collateral Agent for the
Senior Credit Parties**

By: 

Name: Deborah D. Strek
Title: Managing Director of CIBC Oppenheimer
Corp., as agent

TRADEMARK SECURITY AGREEMENT