

12-22-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101559658

12.21.00

RECORDATION FORM COVER SHEET 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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12/7/2000

Name Key Corporate Capital Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Michigan

Receiving Party

Mark if additional names of receiving parties attached

Name Network Towers, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 812 Oregon Avenue, Suite E

Address (line 2) _____

Address (line 3) Lithicum Maryland 21090
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company

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.)

Citizenship/State of Incorporation/Organization Maryland

FOR OFFICE USE ONLY

12/22/2000 DNGUYEN 00000020 1852619
01 FC 481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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)

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

Pages

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

#

7

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)

See Schedule A (attached)

[Empty boxes for registration numbers]

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

4000

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.

Jannea R. Prescott
Name of Person Signing

Jannea R. Prescott
Signature

12/14/00
Date Signed

SCHEDULE A

TRADEMARKS

Federal Registrations

<u>MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
NBC and Design		1852619	September 6, 1994

State Registrations

<u>MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Network Building & Construction, Inc.		2773	July 9, 1991
Network Building & Consulting, Inc.		1991S2773	

AGREEMENT FOR SECURITY (TRADEMARKS)

THIS AGREEMENT FOR SECURITY (TRADEMARKS) (the "Agreement") is made and entered into as of December 7, 2000, by and between NETWORK TOWERS, LLC, a Maryland limited liability company (the "Debtor"), and KEY CORPORATE CAPITAL INC., as agent (the "Secured Party"), for itself and the other Financial Institutions listed on the signature pages of the Credit Agreement (as defined below), and their successors and assigns. The Secured Party and such other financial institutions may be referred to hereinafter individually as a "Lender" or collectively as the "Lenders."

RECITALS

A. The Debtor, the Secured Party and the Lenders have entered into a Credit Agreement dated as of even date herewith (as the same may be extended, amended, restated, supplemented or modified from time to time, the "Credit Agreement"), which is hereby incorporated herein by this reference, pursuant to which the Lenders have agreed to make available to the Debtor up to \$15,000,000 on a revolving credit basis and \$10,000,000 on a term loan basis. The Debtor may also be indebted to a Lender or an Affiliate of a Lender from time to time in respect of Rate Hedging Obligations. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Credit Agreement.

B. The Debtor has entered into a Borrower Security Agreement dated as of even date herewith (the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Party, for the benefit of the Lenders, a first priority security interest in substantially all of its assets, tangible and intangible, as security for the Obligations.

C. The Debtor has adopted and is using the Trademarks (as defined herein) listed on Schedule A attached hereto, which marks are registered in the United States Patent and Trademark Office.

D. In order to induce the Secured Party to enter into the Credit Agreement and to ensure that the Loans made pursuant to the Credit Agreement will be secured as provided herein, the Debtor has agreed to enter into this Agreement.

AGREEMENTS

In consideration of the foregoing Recitals, and of the agreements made herein, and of the Loans made or to be made by the Secured Party to the Debtor, the Debtor and the Secured Party agree as follows:

1. DEFINITION OF TRADEMARKS. The term "Trademarks" means (i) all trademarks, trade names, trade styles, service marks and logos; all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear; designs and general intangibles of like nature; in each case, whether now existing or later

adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, all whether now owned or later acquired by the Debtor, including, but not limited to, those Trademarks described in Schedule A attached hereto and made a part of this Agreement; (ii) all reissues, extensions and renewals thereof and all licenses thereof; and (iii) all goodwill of the business of the Debtor symbolized by and associated with such Trademarks.

2. DEFINITION OF PATENT. The term "Patent" means (i) all pending and registered patents currently owned by the Debtor whether or not listed on Schedule A and all future patents that are filed by and issued under the ownership of the Debtor; (ii) all reissues, extensions and renewals of the Patents and all licenses of the Patents; and (iii) the right to sue for past, present and future infringements.

3. GRANT OF SECURITY INTEREST. The Debtor hereby grants to the Secured Party, for the benefit of the Lenders, a security interest in, and mortgage on, the Patents and Trademarks to secure the prompt payment, performance and observance of the obligations and liabilities of the Debtor under the Credit Agreement and the Collateral Documents to which it is a party.

4. SPECIAL REPRESENTATIONS AND COVENANTS OF THE DEBTOR. The Debtor, in addition to the representations, warranties and covenants contained in the Credit Agreement and the Security Agreement, hereby represents to and covenants with the Secured Party as follows:

(a) The Debtor has the full and clear ownership and right to use the Trademarks in the United States in each location in which the Debtor currently conducts business for the goods and services covered by the registrations thereof, in each case free and clear of any security interest, pledge, mortgage, charge or encumbrance, including, without limitation, any assignments, licenses or covenants not to sue third parties, except for Permitted Liens and the security interest granted hereby, and such registrations are valid and subsisting and in full force and effect.

(b) Subject to the Debtor's reasonable business discretion, the Debtor shall not do any act or knowingly omit to do any act whereby the Patents or Trademarks may become invalidated or subject to any claim of abandonment for non-use.

(c) As of the date of this Agreement, the Debtor owns no Trademark or registered copyright and has no Trademark or copyright registered in, or the subject of pending applications in, the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any state or country, or any political subdivision thereof, other than those Trademarks and copyrights described in Schedule A.

(d) The Debtor has not granted any license, sublicense or other right whatsoever to any third party for the use by such party of the Patents or Trademarks on any product or in any other manner.

(e) The Debtor agrees that until the Obligations are fully satisfied, the Debtor will not enter into any agreement which is inconsistent with the Debtor's obligations under this Agreement without the Secured Party's prior written consent.

5. ATTORNEY-IN-FACT. The Debtor hereby appoints the Secured Party as its attorney-in-fact, with full power of substitution, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments, after the occurrence and during the continuance of an Event of Default, with respect to the Patents and Trademarks (including, without limitation, filings, renewals, conveyances, assignments, and transfers) which the Secured Party may deem reasonably necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is coupled with an interest and is irrevocable. The Debtor shall indemnify and hold harmless the Secured Party from and against any liability or damage which it may incur in the exercise and performance, in good faith, of the Secured Party's powers and duties under this Agreement, other than liabilities or damages caused by the Secured Party's bad faith, willful misconduct or gross negligence as determined by a final non-appealable order of a court of competent jurisdiction.

6. CREDIT AGREEMENT. Notwithstanding any other provision of this Agreement, the rights and responsibilities of the parties hereunder are subject to the provisions of the Credit Agreement.

7. TERMINATION. This Agreement shall continue in effect until the Obligations (other than contingent indemnification obligations not yet due and payable) have been paid in full in cash or otherwise satisfied to the satisfaction of the Lenders, no Letters of Credit are outstanding and the Lenders shall be under no further obligation to extend credit under the Credit Agreement, at which time this Agreement shall automatically terminate and the Agent shall execute any releases as requested by (and at the expense of) the Debtor of the Agent's and the Lenders' interests in the Commitments.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Security (Trademarks) on the day and year first above written.

SECURED PARTY:

KEY CORPORATE CAPITAL INC.

By: Ellen M. Hoffman
Name: Ellen M. Hoffman
Title: Vice President

DEBTOR:

NETWORK TOWERS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Security (Trademarks) on the day and year first above written.

SECURED PARTY:

KEY CORPORATE CAPITAL INC.

By: _____

Name: _____

Title: _____

DEBTOR:

NETWORK TOWERS, LLC

By: Brad Dickerson

Name: Bradley J. Dickerson

Title: Vice President of Finance and CFO

Agreement for Security (Trademarks)

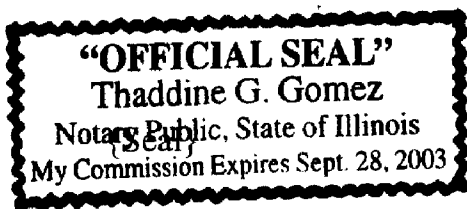
TRADEMARK
REEL: 002197 FRAME: 0885

ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Cook) ss.

On the 7th day of December, 2000, before me personally appeared Brad Dickenson, to be personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Vice President of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company.

Thaddine G. Gomez
Notary Public



My commission expires:

SCHEDULE A

TRADEMARKS

Federal Registrations

<u>MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
NBC and Design		1852619	September 6, 1994

State Registrations

<u>MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Network Building & Construction, Inc.		2773	July 9, 1991
Network Building & Consulting, Inc.		1991S2773	