

4/25/01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05-04-2001



VMERCE
ark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original do.

101702428

1. Name of conveying party(ies):
Metro Xmit, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Indiana Limited Liability Company

Additional name(s) of conveying parties(ies) attached: Yes No

2. Name and address of receiving party(ies):
Name: MASTEC NORTH AMERICA, INC.
Internal Address: _____
Street Address: 3155 NW 77th Avenue
City: Miami State: Florida Zip: 33122

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Florida
 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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 30, 2001

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

A. Trademark Application No.(s)
75/896,057

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: Doreen J. Gridley
Internal Address: ICE MILLER
Street Address: One American Square, Box 82001
City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 09-0007
(Attach 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.

DOREEN J. GRIDLEY Doreen J. Gridley 04/23/01
Name of Person Signing Signature Date

Total number of pages including cover sheet:

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK

791649.1

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2001, by METRO XMIT, LLC, an Indiana limited liability company ("Owner"), in favor of MASTEC NORTH AMERICA, INC., a Florida corporation ("Contractor").

WITNESSETH:

WHEREAS, pursuant to that certain Construction Management Agreement dated as of August 14, 2000, as amended by that certain Amendment No. 1 dated as of the date hereof by and between Owner and Contractor (including all annexes, exhibits and schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "CMA"), Contractor has agreed to continue to perform Services for Owner and to extend credit on account to Owner under the CMA;

WHEREAS, Contractor is willing to continue to perform Services for and extend credit to Owner as provided in the CMA, but only upon the condition, among others, that Owner shall have executed and delivered to Contractor that certain Security Agreement dated as of the date hereof between Owner and Contractor (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Owner is required to execute and deliver to Contractor this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Owner hereby grants to Contractor a continuing first priority security interest in all of Owner's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Owner against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Contractor pursuant to the Security Agreement. Owner hereby acknowledges and affirms that the rights and remedies of Contractor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Owner has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

METRO XMIT, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MASTEC NORTH AMERICA, INC.

By: Jose Sario

Name: JOSE SARIO

VICE PRESIDENT

Title: _____

IN WITNESS WHEREOF, Owner has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

METRO XMIT, LLC

By: 

Name: Andrew D Russell

Title: Manager CEO

ACCEPTED AND ACKNOWLEDGED BY:

MASTEC NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark Reg. No.</u>	<u>Date</u>
----------------------	-------------

None

TRADEMARK APPLICATIONS

<u>Name of Mark</u>	<u>Trademark Application Serial No.</u>
METROXMIT™	75/896,057

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
--------------------------	----------------	--------------------------

None