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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
MASTEC, INC.

5-23-02

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

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as
Internal Administrative Agent
Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Rhode Island

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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: January 22, 2002

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

A. Trademark Application No.(s)
76/124,679 and 76/039,116.

2,123,229; 2,159,982; 2,130,081;
B. Trademark Registration No.(s) 2,484,406;
2,509,625; 2,402,037; 2,401,962;
2,158,223; 2,166,897; 1,187,109;

Additional number(s) attached Yes No 2,070,960; 2,074,823.

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

Name: Dana Kull, Esq.

Internal Address: Hunton & Williams

Suite 4100

Street Address: 600 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Dana Kull
Name of Person Signing

Dana Kull
Signature

2/26/02
Date

Total number of pages including cover sheet, attachments, and document: 7

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

05/23/2002 DBYRNE 00000158 76124679

01 FC:481
02 FC:482

40.00
325.00

TRADEMARK
REEL: 002556 FRAME: 0545

SECURITY AGREEMENT
(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, **MASTEC, INC.**, a Florida corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into the Revolving Credit and Security Agreement dated as of January 22, 2002 (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), by and among the Assignor, certain of its Subsidiaries, the lenders party thereto from time to time (the "Lenders"), and Fleet Capital Corporation, a Rhode Island corporation, as agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain Loans to the Assignor and may, from time to time hereafter, make additional Loans to the Assignor; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to grant to the Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"),

- (a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) the licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its authorized officer or agent as of January 2, 2002.

MASTEC, INC.

[Corporate Seal]

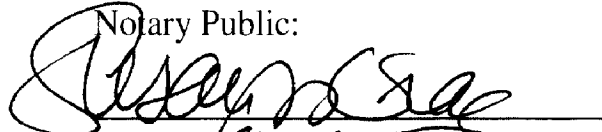
By: Jose Santiago
Name: Jose Santiago
Title: Senior Vice President

STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

This 22nd day of January, 2002, personally came before me, a Notary Public in and for said County and State, José Sariego who, being by me duly sworn, says that he is the senior vice president of MasTec, Inc., that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.

Witness my hand and official seal.

Notary Public:


Name: Susan S. Gray
(Print or type)

My commission expires:

10/10/04
[NOTARIAL SEAL] W. B. GRAY
NOTARY
Commission Expires
October 10, 2004
PUBLIC
COBB COUNTY, GEORGIA

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Serial Number and/or Registration Number</u>	<u>Filing Date and/or Filing Date</u>
Miscellaneous Design (4 dots forming circle)	76/156,686, Registration No. 2,509,625	10/31/00, Registration Date 11/20/00
MasTec and Design	76/124,679	9/09/00
e-Building	76/039,116	5/02/00
We Build the e-World	75/856,125, Registration No. 2,402,037	9/14/99, Registration Date 11/07/00
Building the e-World	75/838,577, Registration No. 2,401,962	9/14/99, Registration Date 11/07/00
We Make It Work	75/800,734, Registration No. 2,484,406	Registration Date 9/04/01
Burnup & Sims	75/169,400, Registration No. 2,123,229	09/20/96, Registration Date 12/23/97
Church & Tower	75/169,107, Registration No. 2,159,982	05/26/98, Registration Date 5/26/98
MasTec	75/169,401, Registration No. 2,130,081	9/20/96, Registration Date 1/20/98
M (words and design)	75/169,402, Registration No. 2,158,223	09/20/96, Registration Date 05/19/98
Abriendo Las Vias de Comunicaciones	75/169,404, Registration No. 2,166,897	9/20/96, Registration Date 6/23/98
Opening the lines of communication	Registration No. 1,187,109	1/19/82
MasTec (stylized letters)	74/552,132, Registration No. 2,070,960	7/22/94, Registration Date 6/17/97

MasTec (words and design)

74/552,394, Registration
No. 2,074,823

7/22/94, Registration Date
7/01/97

tm security agt.
ATLANTA 314405v1

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RECORDED: 05/23/2002

**TRADEMARK
REEL: 002556 FRAME: 0551**