

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Appointment of Successor Administrative Agent
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Resigning Administrative Agent		01/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Lehman Commercial Paper Inc., as Successor Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2233588	SBA
Registration Number:	2343108	HOTTOWERS.COM
Registration Number:	2083571	UNWIRE AMERICA
Registration Number:	2108935	SBA SETTING THE STANDARD FOR SITE DEVELOPMENT EXCELLENCE

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2276
Email:	LLevy@stblaw.com
Correspondent Name:	Alison Winick, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053114/1034
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OP \$115.00 2233588

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 6

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**GE Structured Finance**  
Global Communications

GE Structured Finance, Inc.  
120 Long Ridge Road, Stamford, CT 06927  
203 357-4000

January 30, 2004

SBA Senior Finance, Inc.  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487  
Attention: Jeffrey A. Stoops  
President and Chief Executive Officer

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Credit Agreement, dated as of November 21, 2003 (as heretofore amended, supplemented or modified from time to time, the "Credit Agreement"), by and among SBA Senior Finance, Inc. (the "Borrower"), the several lenders from time to time party thereto (the "Lenders") and GECC Capital Markets Group, Inc., as advisor and lead arranger and bookrunner, and General Electric Capital Corporation, as administrative agent (in such capacity, the "Resigning Agent"), for the Lenders. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

Each Lender will assign (i) its outstanding Term Loans (including PIK Term Loans) and (ii) other rights and interests under the Credit Agreement to Lehman Commercial Paper Inc. ("LCPI") pursuant to the terms of a Master Assignment and Acceptance, dated January 30, 2004 (the "Master Assignment and Acceptance"), among each of the existing Lenders and LCPI. Pursuant to the terms of the Master Assignment and Acceptance, on the effective date set forth in the Master Assignment and Acceptance, the Borrower shall pay to the Resigning Agent, for the benefit of the Lenders, the Assignment Fee (as defined in the Master Assignment and Acceptance), as set forth in the Master Assignment and Acceptance.

Pursuant to Section 8.9 of the Credit Agreement, the Resigning Agent hereby provides notice of its resignation as Administrative Agent under the Credit Agreement and the other Credit Documents.

Pursuant to Section 8.9, LCPI, as the sole Lender under the Credit Agreement following execution and delivery of the Master Assignment and Acceptance, appoints itself to act as successor Administrative Agent under the Credit Agreement. Upon the effectiveness hereof, LCPI shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the Administrative Agent, and the Resigning Agent shall be discharged from its duties and obligations under the Credit Agreement and the other Loan Documents, provided that the provisions of Section 8 of the Credit Agreement shall continue in effect for the benefit of the Resigning Agent in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

In furtherance of the foregoing, the Resigning Agent hereby assigns all of its rights and obligations as the Administrative Agent under the Credit Agreement and Loan Documents to LCPI, including, without limitation, all security interests in and liens on assets of the Borrower and the Grantors (as defined in the Guarantee and Collateral Agreement) granted to the Resigning Agent for the benefit of the Lenders (the "Collateral Assignment"). To effectuate the Collateral Assignment, on the Effective Date, the Resigning Agent agrees to execute and deliver to LCPI, at the Borrower's sole cost and expense, such instruments or documents, including, without limitation, financing statement assignments, assignments of mortgages and such other documents as LCPI may reasonably request, and to deliver any pledged securities in the Resigning Agent's possession to LCPI. Without limiting the foregoing, all grants of security interests and rights of setoff against Borrower's, or the respective properties of Borrower and the Grantors under the Credit Agreement and Loan Documents granted prior to the Effective Date in favor of Resigning Agent, shall on and after the Effective Date be deemed to be grants of security interests and rights of setoff in favor of LCPI, in its capacity as successor Administrative Agent.

The Resigning Agent agrees from time to time after the Effective Date to execute and deliver such instruments, certificates, financing statements or documents, and take such actions, as LCPI may reasonably request for the purposes of implementing or effectuating the Collateral Assignment (or releasing certain collateral), more fully perfecting the rights of LCPI and the Lenders under the Credit Agreement and the other Loan Documents with respect to the collateral or exercising their rights with respect to the collateral as provided in the Credit Agreement and the other Loan Documents.

The Borrower acknowledges and agrees that the change in the Administrative Agent shall not affect in any manner the creation, perfection or priority of any Liens previously or hereafter granted to the Administrative Agent under the Credit Agreement and Loan Documents, and agrees to give, execute, deliver, file and/or record any notice, statement, instrument document, agreement or other papers that may be reasonably necessary or desirable, or that LCPI may reasonably request, in order to evidence the change in the Administrative Agent.

This letter shall be conditioned upon, and become effective immediately following (i) the execution and delivery of the Master Assignment and Acceptance by the existing Lenders and LCPI and (ii) the receipt of the Assignment Fee by the Administrative Agent, for the ratable benefit of the Lenders.

**THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**GENERAL ELECTRIC CAPITAL CORPORATION**

By:   
Name: **Bhupesh Gupta**  
Title: **Duly Authorized Signatory**

**LEHMAN COMMERCIAL PAPER INC.**

By: \_\_\_\_\_  
Name:  
Title:

**AGREED AND ACKNOWLEDGED:**

**SBA SENIOR FINANCE, INC.**

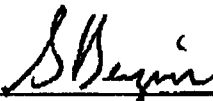
By: \_\_\_\_\_  
Name:  
Title:

**<Administrative Agent Resignation Letter>**

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN COMMERCIAL PAPER INC.

By:  \_\_\_\_\_  
Name: G. Robert Berzins  
Title: Vice President

AGREED AND ACKNOWLEDGED:

SBA SENIOR FINANCE, INC.

By: \_\_\_\_\_  
Name:  
Title:

<Administrative Agent Resignation Letter>

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN COMMERCIAL PAPER INC.

By: \_\_\_\_\_  
Name:  
Title:

AGREED AND ACKNOWLEDGED:

SBA SENIOR FINANCE, INC.

By: T. P. Hunt  
Name: THOMAS P HUNT  
Title: SENIOR VICE PRESIDENT  
AND GENERAL COUNSEL

<Administrative Agent Resignation Letter>

**SCHEDULE A**

**U.S. Trademarks**

<u>Trademark</u>	<u>Registration or Serial Number</u>
SBA; Broadcast Sound Device	2,233,588
Hottowers.com	2,343,108
Unwire America	2,083,571
SBA; Logo for Site Development	2,108,935