

2/13/04

02-20-2004



Form PTO-1594
(Rev. 10/02)
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REC 102674086
TRADEMARKS ONLY

J.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):

Rohn Industries, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 12/19/2003

2. Name and address of receiving party(ies)

Name: Radian Communication Services, Inc.

Internal Address: Suite 100

Street Address: 740 E. Campbell Road

City: Richardson State: TX Zip: 75081

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See Schedule A

Attached

Additional number(s) attached Yes No

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

Name: Cynthia L. Stewart

Internal Address: Frost Brown Todd LLC

32nd Floor

Street Address: 400 W. Market Street

City: Louisville State: KY Zip: 40202-3363

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

024275

DO NOT USE THIS SPACE

9. Signature.

Cynthia L. Stewart

Name of Person Signing

Cynthia L Stewart 2-13-04
Signature Date

6

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

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

SCHEDULE A
UNITED STATES TRADEMARKS

Trademark	Date of Registration	Registration No.
Trademark ROHN and Design	May 1, 2001	2,447,915
Trademark SNAKE MOUNT	May 20, 1997	2,064,127
Trademark ROHN	April 28, 1964	0,768,592
Trademark ZIG-ZAG	February 17, 1970	0,886,166
Trademark ROHN-LOC	September 20, 1983	1,251,571
Trademark ROHN	January 9, 2001	2,419,626
Trademark ROHN	November 16, 1993	1,804,493
Trademark SSV	August 11, 1970	0,896,309
Trademark PRODUCTS FOR A GROWING WORLD OF TECHNOLOGY	December 22, 1998	2,212,564

ASSIGNMENT OF REGISTERED MARKS

THIS ASSIGNMENT OF REGISTERED TRADEMARKS (the "Assignment") is entered into as of this 19 day of December 2003, between ROHN INDUSTRIES, INC., a Delaware corporation, located at 6718 W. Plank Road, Peoria, Illinois 61656, (the "Assignor"), and RADIAN COMMUNICATION SERVICES, INC., a Delaware corporation, located at 740 E. Campbell Road, Suite 100, Richardson, Texas 75081 (the "Assignee").

WHEREAS, Assignor represents that it is the sole and exclusive owner of the entire right, title and interest throughout the world, in and to the United States trademarks and foreign trademarks identified in Schedule A and Schedule B respectively (hereinafter collectively "the Trademarks") and of the entire right, title and interest in, to and under the registrations ("Registrations") of the Trademarks.

WHEREAS it is a condition to the confirmation of the transactions contemplated by that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated December 8, 2003 by and between Assignor, ROHN INDUSTRIES, INC. RADIAN COMMUNICATION SERVICES CORPORATION; that Assignor assigns to Assignee all right, title and interest in and to the Trademarks and Registrations; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks and Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks and Registrations as issued in the United States and in all foreign countries, including the goodwill of the business symbolized by the Trademarks, all proceeds of infringement suits, rights to sue for past, present

and future infringements, and all rights corresponding to the Trademarks throughout the world including, without limitation, the Registrations.

Assignor authorizes and requests the Commissioner of Patents and Trademarks (and any and all other foreign registrars of the Trademarks) to record Assignee as owner of the Trademarks and Registrations.

Assignor hereby represents and warrants that it has all right, title and interest in and to the Trademarks identified in Schedule A and Schedule B, and that they are free and clear of any liens and encumbrances, except as noted in the Asset Purchase Agreement, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 19 day of December, 2003.

ROHN INDUSTRIES, INC.

By

Frank Ward
Title: PRESIDENT & CEO

Date: 12/19/03

RADIAN COMMUNICATION SERVICES, INC.

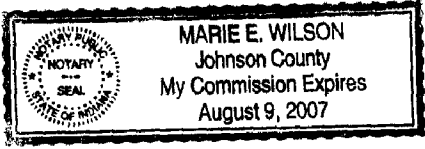
By

[Signature]
Title: President & CEO

Date: 2/9/04

STATE OF INDIANA)
) SS
COUNTY OF MARION)

On this 19th day of December, 2003, before me appeared Horace Ward, the person who signed this instrument, who acknowledged that he/she is a duly appointed officer of ROHN INDUSTRIES, INC., (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.



[Signature]
NOTARY PUBLIC

My commission expires: 8-9-2007

PROVINCE
STATE OF ONTARIO)
) SS
CITY
COUNTY OF MISSISSAUGA)

On this 9th day of FEBRUARY, 2004, before me appeared DOUGLAS TIPPUE, the person who signed this instrument, who acknowledged that he/she is a duly appointed officer of RADIAN COMMUNICATION SERVICES, INC. (the "Assignee"), that he/she is duly authorized by the Assignee to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignee.

SHARON JOY BLANCHETT a Commissioner,
Law Society of Ontario
100 King Street West, Suite 2000
Toronto, Ontario M5X 1C7
Tel: (416) 591-2222
Fax: (416) 591-2223
E-mail: sjoyblanchett@lsos.org

[Signature]
NOTARY PUBLIC

My commission expires: 10-27-06

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SCHEDULE B
INTERNATIONAL TRADEMARKS

Trademark	Country/Date of Registration	Registration No.
ZIG-ZAG	CANADA January 2, 1970	167200
ROHN-LOC	CANADA December 9, 1977	224635
ROHN	CANADA May 5, 1967	150538
ROHN	ARGENTINA February 27, 1997	1915652
ROHN	BRAZIL July 23, 2002	818981105
ROHN	COLOMBIA October 25, 1994	166846
ROHN	MEXICO May 25, 1993	434608
ROHN	MEXICO November 16, 1993	446531
ROHN	VENEZUELA August 9, 1994	1036494
UNR-ROHN	CHILE May 22, 1996	461323