

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROWN CASTLE UK LIMITED		08/31/2004	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	CROWN CASTLE INTERNATIONAL CORP.
Street Address:	510 BERING DRIVE
Internal Address:	SUITE 500
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2568828	

CORRESPONDENCE DATA	
Fax Number:	(212)684-3999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-684-3900
Email:	efiling@grr.com
Correspondent Name:	GOTTLIEB, RACKMAN & REISMAN
Address Line 1:	270 MADISON AVENUE, 8TH FLOOR
Address Line 2:	ATTN.: DAVID S. KASHMAN
Address Line 4:	NEW YORK, NEW YORK 10016

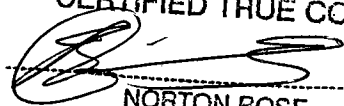
ATTORNEY DOCKET NUMBER:	0211/254
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NAME OF SUBMITTER:	DAVID S. KASHMAN
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Total Attachments: 6
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CERTIFIED TRUE COPY

NORTON ROSE
KEMPSON HOUSE
CAMOMILE STREET
LONDON EC3A 7AN
JUSTIN CORNISH DATE: 20/10/06

Dated 31 AUGUST 2004

CROWN CASTLE UK LIMITED

and

CROWN CASTLE INTERNATIONAL CORP.

Registered Trade Mark Assignment

 **NORTON ROSE**

TRADEMARK
REEL: 002970 FRAME: 0708

THIS ASSIGNMENT is made on 31 AUGUST 2004

BETWEEN:

- (1) **CROWN CASTLE UK LIMITED** a company incorporated under the laws of England Wales with registered number 3196207 and whose registered office is at Warwick Technology Park, Gallows Hill, Heathcote Lane, Warwick CV34 6TN (the "Assignor")
- (2) **CROWN CASTLE INTERNATIONAL CORP.** a company incorporated under the laws of Delaware and whose place of business is at of 510 Bering Drive, Suite 500, Houston, Texas 77057 (the "Assignee")

WHEREAS:

- (A) The Assignor is the registered proprietor of the registered trade marks details of which are set out in the Schedule hereto (the "Trade Marks").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee.

NOW IT IS AGREED AS FOLLOWS:

1 ASSIGNMENT

- 1.1 In consideration of the payment of £1 from the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee with full title guarantee all its right, title and interest in and to the Trade Marks together with all its right in the goodwill of the business in relation to which such Trade Marks are used (but no other or greater goodwill) including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof, to hold unto the Assignee absolutely.
- 1.2 The Assignor shall, on the date of this Assignment, deliver to the Assignee all documents or other records relating to the Trade Marks within the Assignor's possession or control (including such documents or records held by the Assignor's trade mark agents and advisers).

2 FURTHER ASSURANCE

The Assignor shall, at the request of the Assignee, execute any further documents that may be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

3 WARRANTIES

3.1 The Assignor warrants that:

- 3.1.1 it is the sole legal and beneficial owner of each of the Trade Marks;
- 3.1.2 the Trade Marks are valid subsisting and enforceable and are not subject to any charge, mortgage, option or other encumbrance;
- 3.1.3 it has not granted or agreed to grant any licence or consent to any third party to use the Trade Marks;
- 3.1.4 the Trade Marks are not the subject of any litigation, opposition, arbitration or mediation or administrative or criminal proceedings;
- 3.1.5 no third party is making any unauthorised use of the Trade Marks;
- 3.1.6 the use of the Trade Marks will not infringe the rights of any third party; and
- 3.1.7 all steps required for the protection and maintenance of the Trade Marks including the payment of all renewal fees have been paid or taken.

4 GOVERNING LAW

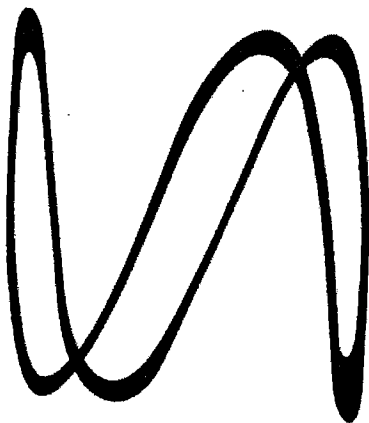
This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

IN WITNESS whereof this Assignment has been entered into the day and year first before written.

SCHEDULE

Trade Marks

COUNTRY	TRADE MARK NUMBER	STATUS	CLASSES
United Kingdom	2173589	Registered (30 July 1998)	06,09,12,16,19,25,36,37 38
Community Trade Mark	001535475	Registered (9 April 2001)	36,37,38
Switzerland	481232	Registered	36,37,38
United States of America	2568828	Registered (14 May 2002)	09,16,19,20,21



Signed by

Pete Avery

For and on behalf of

CROWN CASTLE UK LIMITED

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Signed by

For and on behalf of

**CROWN CASTLE INTERNATIONAL
CORP.**

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Signed by

For and on behalf of

CROWN CASTLE UK LIMITED

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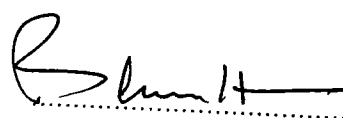
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Signed by

For and on behalf of

CROWN CASTLE INTERNATIONAL
CORP.

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E. BLAKE HAWK SRP