

12-03-2004

11/30/04



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

SpectraSite Communications, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No
Name: Toronto Dominion (Texas) LLC, as
administrative agent

Internal Address: Manager, Syndication

Street Address: 77 King Street West, 18th Fl.

City: Toronto

State: Ontario

Country: Canada Zip: M5K 1A2

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78-272727; 78-272706

B. Trademark Registration No.(s)
2,842,904; 2,831,003; 2,266,852;

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Amanda Jane Elliott, Esq.

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1299 Pennsylvania Ave., NW
10th Floor

City: Washington

State: DC Zip: 20004

Phone Number: (202) 508-9513

Fax Number: (202) 508-8543

Email Address: amandaelliott@paulhastings.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-0752

Authorized User Name _____

9. Signature:

Amanda Jane Elliott
Signature

Nov. 30, 2004
Date

Amanda Jane Elliott

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/02/2004 11:51 AM REC'D 0000013 78272727

40.00 OP
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01 FC:0521
02 FC:0522

TRADEMARK
REEL: 003088 FRAME: 0055

Item 4
Trademarks

Mark	Country	Serial No./ Filing Date	Reg No./ Registration Date	Class/ Goods and Services	Owner	Status
SPECTRAGUARD	U.S. Federal	78161899 September 9, 2002	2842904 May 18, 2004	9- Telecommunications equipment, namely electronic devices that monitor and control forward power in transmissions from antennas and microwave towers	Spectrasite Communications, Inc.	Registered
TALK ON! YOUR PHONE WORKS HERE and Design.	U.S. Federal	78272727 July 10, 2003	N/A	38- Wireless communications transmission and reception services	Spectrasite Communications, Inc.	Published May 11, 2004
SPECTRASHIELD	U.S. Federal	78161897 September 9, 2002	2831003 April 6, 2004	9- Safety products namely, protective coverings for use with antennas and microwave towers, that prevent escape of electromagnetic emissions in transmission from antennas or microwave towers 19- Roofing membranes, namely, membranes that reduce exposure of building occupants to non-ionizing radio frequency energy from antennas or microwave towers	Spectrasite Communications, Inc.	Registered
SITES YOUR WAY	U.S. Federal	78272706 July 10, 2003	N/A	38- Wireless communications transmission and reception of audio, data, and images	Spectrasite Communications, Inc.	Published September 28, 2004

Mark	Country	Serial No./ Filing Date	Reg No./ Registration Date	Class/ Goods and Services	Owner	Status
SPECTRASITE and Design	U.S. Federal	75479212 May 4, 1998	2266852 August 3, 1999	36- Land acquisition, namely, real estate brokerage 37- Construction, maintenance and repair of wireless communications towers and facilities and real estate development 42- Reviewing standards and practices to assure compliance with zoning laws	Spectrasite Communications, Inc.	Registered
TALK ON!	U.S. Federal	78258940 June 5, 2003	2898307 October 26, 2004	38- Wireless communications transmission and reception services	Spectrasite Communications, Inc.	Registered
SPECTRASITE and Design	U.S. Federal	75478990 May 4, 1998	2275810 September 7, 1999	36- Land acquisition, namely, real estate brokerage 37- Construction, maintenance and repair of wireless communications towers and facilities and real estate development 42- Reviewing standards and practices to assure compliance with zoning laws	Spectrasite Communications, Inc.	Registered
SPECTRASITE	European Community Trademarks	2321453 July 30, 2001	Published	9, 16, 35, 37, 38, 41, 42	Spectrasite Transco Communications Limited	Application-Pending

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of November 19, 2004, by and among each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors" and individually, a "Pledgor") and TORONTO DOMINION (TEXAS) LLC (the "Administrative Agent"), as administrative agent for itself, the Credit Parties (as defined below).

WITNESSETH:

WHEREAS, the Pledgor and the Administrative Agent are parties to that certain Credit Agreement dated as of November 19, 2004 (as hereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among SpectraSite Communications, Inc., a Delaware corporation (the "Borrower"), the Pledgor, TD Securities (USA) LLC and Citigroup Global Markets Inc., as lead arrangers, the Administrative Agent, and the other Credit Parties (as defined therein) party thereto; and

WHEREAS, the Administrative Agent has agreed to act as administrative agent for the benefit of the Credit Parties in connection with the transactions contemplated by the Credit Agreement; and

WHEREAS, it is a condition precedent to the closing of the Credit Agreement that the Pledgors execute and deliver this Agreement (a) in order to secure (i) the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Credit Agreement) of the Borrower under the Credit Agreement, (ii) the obligations of the Pledgors arising from this Agreement, the Subsidiary Guaranty and the Subsidiary Security Agreement as amended or supplemented from time to time ((i) through (ii) being hereinafter collectively referred to as the "Secured Obligations") and (b) as a condition precedent to the continued extension of credit under the Credit Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Pledgors hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the Subsidiary Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all the Secured Obligations, each Pledgor hereby grants, assigns, transfers and pledges to the Administrative Agent, for the ratable benefit of the Credit Parties, a security interest in and lien on all of such Pledgor's right, title and interest in and to the following, whether, now existing or hereafter adopted or acquired:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation: the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 4(a)(i); are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" and (ii) all proceeds of any and all of the foregoing including, without limitation, license royalties and proceeds of infringement suits. It being understood and agreed that the Trademarks assigned shall hereby include, without limitation, rights and interests pursuant to licensing or other contracts in favor of such Pledgor pertaining to the Trademarks, but in the case of third parties which are not Affiliates of such Pledgor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties). Notwithstanding the foregoing, the Trademarks shall not include trademarks or other property or rights referenced in this paragraph 4 which are subject to an agreement or contract that prohibits the granting of a Lien under this Agreement.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and

(D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(D) in this paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including software, license agreements with any other party, whether such Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the Credit Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 4(d), the grant of a security interest in the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement or the assignment of Pledgor's rights under the License; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 4(d) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Administrative Agent all such prohibitions contained in the Licenses listed on Schedule 4 and shall promptly notify the Administrative Agent upon the termination of such prohibitions.

5. Restrictions on Future Agreements. Each Pledgor agrees that it will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Pledgor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights granted to the Administrative Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses (subject to Sections 8 and 10).

6. New Trademarks, Patents, Copyrights and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 under such Pledgor's name, include all of the Trademarks registered with the U.S. Patent and Trademark Office (the "PTO") or any foreign equivalent, or subject to application therefor, now owned or held by such Pledgor, (b) the Patents listed on Schedule 2 under such Pledgor's name include all of the Patents issued by the PTO or subject to application therefor, now owned or held by such Pledgor, (c) the Copyrights listed on Schedule 3 under such Pledgor's name include all of the Copyrights registered with the U.S. Copyright Office or any foreign equivalent or subject to application therefor, now owned or held by such Pledgor in whole or in part and that, to the knowledge of such Pledgor, the Copyrights have not been adjudged invalid or unenforceable by a court of competent jurisdiction, (d) the Licenses listed on Schedule 4 under such Pledgor's name include all of the patent, trademark or copyright license agreements under which such Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests, charges or encumbrances in such Trademarks, Patents, Copyrights or Licenses have been granted by such Pledgor to any Person, other than the Administrative Agent and except as permitted in the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any new patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent, copyright or other intellectual property license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Each Pledgor shall give to the Administrative Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Administrative Agent to, modify this Agreement unilaterally (i) by amending Schedule 1 to include any future U.S. or foreign registered trademarks, trademark applications, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 6, (ii) by amending Schedule 2 to include any future U.S. or foreign patents and patent applications, which are Patents under paragraph 4 above or under this paragraph 6, (iii) by amending Schedule 3 to include any future U.S. or foreign copyright registrations and recordings thereof and all applications in connection therewith, which are Copyrights under paragraph 4 above or under this paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent, copyright or other intellectual property license agreements that are Licenses under paragraph 4 above or under this paragraph 6 and not otherwise excluded from the security interest granted under paragraph 4, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyright registrations and copyright applications, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Credit Parties to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign its respective interests in, or grant any security interest in or license under, the Trademarks, Patents, Copyrights or Licenses without the prior and express written consent of the Administrative Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Administrative Agent.

9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been paid in full and the Credit Agreement and the Subsidiary Guaranty have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, all termination statements releases, reassignments and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks, Patents, Copyrights and Licenses subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement, or any other Loan Document between the Pledgors and the Administrative Agent.

10. Duties of the Pledgors and Administrative Agent. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of its business, (a) to prosecute diligently any trademark application or service mark application that is a Trademark pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is a Patent pending as of the date hereof or hereafter until the termination of the Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Except for the exercise of reasonable care in the custody of any Trademarks, Patents, Copyrights or Licenses in its possession and the accounting for moneys actually received by it, the Administrative Agent shall not have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. The Administrative Agent shall be deemed to have exercised reasonable care in the custody of any Trademarks, Patents, Copyrights or Licenses in its actual possession of if such Trademarks, Patents, Copyrights or Licenses are accorded treatment substantially equal to that which the Administrative Agent accords its own property, provided that the Administrative Agent shall be bound by the terms of any such License. Without limiting the generality of the foregoing, no Credit Party shall be under obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses reasonably incurred in connection therewith shall be for the sole account of such Pledgor and shall be added to the Secured Obligations secured hereby.

11. The Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights or Licenses and, if the Administrative Agent shall commence any such suit, such Pledgor shall, at the reasonable request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses reasonably incurred by the Administrative Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys, paralegals and other professionals for the Administrative Agent).

12. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by any Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to such Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably appoints the Administrative Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement and consistent with existing license agreements, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Administrative Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights and Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Administrative Agent deems in the best interest of the Credit Parties. Each Pledgor hereby

ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated at which time such power of attorney shall be revoked. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-504 or Section 9-505, or Section 9-610, Section 9-620 or other equivalent provisions of revised Article 9 of the Uniform Commercial Code as in effect in the State of New York with respect to the Trademarks, Patents, Copyrights and Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's reasonable discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights or Licenses whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. Each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days, if such notice is given by facsimile or ten (10) days, if such notice is given by mail, before such disposition.

16. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its successors and assigns, and shall inure to the benefit of each of the Administrative Agent, the Credit Parties and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed in all respects in accordance with the laws and decisions of the State of New York including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Section 327(b) of the New York Civil Practice Laws and Rules and without reference to the conflicts or choice of laws principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement or at the address set forth in the Subsidiary Guaranty.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

21. Merger. This Agreement represents the final agreement of the Pledgors, the Credit Parties and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Pledgor and the Administrative Agent or any Lender.

22. Effectiveness. This Agreement shall become effective on the Agreement Date.

23. Continuing Lien; Transfers by the Credit Parties.

(a) This Agreement shall create a continuing security interest and collateral assignment of the Trademarks, Patents, Copyrights or Licenses and shall (i) remain in full force and effect until payment in full of the Secured Obligations (or in the case of Letter of Credit Obligations, deposit of cash collateral or a letter or credit reasonably acceptable to the Administrative Agent, which in any extent shall be in an amount equal to 102% of the Letter of Credit obligations), and the termination of the Commitments, (ii) be binding upon each Pledgor, its successors and assigns and (iii) inure to the benefit of the Administrative Agent, the Credit Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign or otherwise transfer any Obligations held by it, and such other benefits in respect thereof granted to the Administrative Agent herein or otherwise, to any other Person, subject, however, to the provisions of Section 13.5 of the Credit Agreement. Upon the payment in full of the Secured Obligations (or in the case of Letter of Credit Obligations, deposit of cash collateral or a letter or credit reasonably acceptable to the Administrative Agent, which in any extent shall be in an amount equal to 102% of the Letter of Credit Obligations), and the termination of the Commitments, the assignment hereunder shall terminate and all rights to the Trademarks, Patents, Copyrights and Licenses shall revert to the Pledgors or to any other Person as may be designated by the Court, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto or pursuant to the Credit Agreement. Upon any such termination, the Administrative Agent shall, at Pledgors' expense, execute and deliver to the Pledgors such documents as the Pledgors shall reasonably request to evidence such termination.

(b) The Trademarks, Patents, Copyrights and Licenses shall be subject to release from time to time in accordance with Section 3.2 of the Credit Agreement (the "Released

Collateral”). The Liens under this Agreement shall terminate with respect to the Released Collateral upon such release, and upon the request of such Pledgor, the Administrative Agent shall execute and deliver such instrument or document as may be necessary to release the Liens granted hereunder; provided, however, that (i) the Administrative Agent shall not be required to execute any such documents on terms which, in the Administrative Agent’s opinion, would expose the Administrative Agent to liability and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations of any Pledgor or any Liens on (or obligations of the Pledgor in respect of) all interests retained by such Pledgor, including without limitation, the proceeds of any sale, all of which shall continue to constitute part of the collateral covered by this Agreement.

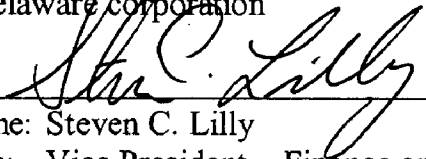
24. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the Administrative Agent’s rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses whether established hereby, by the Credit Agreement, any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Pledgor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Credit Parties, or any of them, under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Administrative Agent shall have, upon the occurrence and during the continuation of an Event of Default, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party on default under the UCC as enacted in the State of New York at that time.

25. Termination. Upon payment in full of all of the Obligations in cash or otherwise to the satisfaction of the Credit Parties, and termination of any obligation of the Credit Parties to make the Loans under the Credit Agreement, this Agreement and the Administrative Agent’s security interest and security title granted hereunder shall terminate, and the Administrative Agent shall, at the request of the Borrower and at the Borrower’s expense, execute and deliver to the Borrower any releases and Uniform Commercial Code termination statements reasonably necessary to evidence such termination.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPECTRASITE COMMUNICATIONS, INC.,
a Delaware corporation

By: 
Name: Steven C. Lilly
Title: Vice President – Finance and Treasurer

Agreed and Accepted as of
this ____ day of November, 2004.

TORONTO DOMINION (TEXAS) LLC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

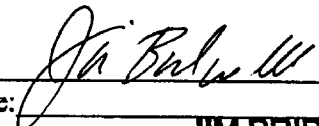
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPECTRASITE COMMUNICATIONS, INC.,
a Delaware corporation

By: _____
Name: Steven C. Lilly
Title: Vice President – Finance and Treasurer

Agreed and Accepted as of
this ____ day of November, 2004.

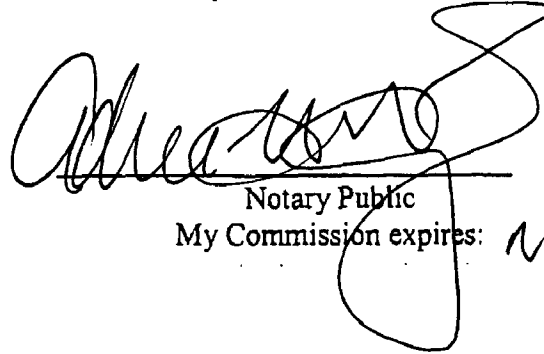
TORONTO DOMINION (TEXAS) LLC.,
as Administrative Agent

By:  _____
Name: _____
Title: **JIM BRIDWELL**
AUTHORIZED SIGNATORY

Produce
STATE OF Ontario)
City Toronto) ss.:
COUNTY OF Toronto)

The foregoing Intellectual Property Agreement was executed and acknowledged before me this 19th day of November, 2004, by Jim Bidwell, personally known to me to be the owner of ICONTU-COMMUNICATIONS LLC corporation, on behalf of such company.

(SEAL)


Notary Public
My Commission expires: N/A

STATE OF _____)
COUNTY OF _____) ss.:

The foregoing Intellectual Property Agreement was executed and acknowledged before me this _____ day of November, 2004, by _____, personally known to me to be the _____ of _____, a _____ corporation, on behalf of such company.

(SEAL)

Notary Public
My Commission expires:

STATE OF nc)
) ss.:
COUNTY OF Wake)

The foregoing Intellectual Property Agreement was executed and acknowledged before me this 17 day of November, 2004, by Steven C. Lilly, personally known to me to be the V.P. of SpectraSite Communications, Inc. a Delaware corporation, on behalf of such company.

(SEAL)

Marianne D. Walter
Notary Public
My Commission expires: 12-26-05

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing Intellectual Property Agreement was executed and acknowledged before me this ____ day of November, 2004, by _____, personally known to me to be the _____ of _____, a _____ corporation, on behalf of such company.

(SEAL)

Notary Public
My Commission expires:

Schedule 1
to
Intellectual Property Security Agreement

Trademarks

Mark	Country	Serial No./ Filing Date	Reg No./ Registration Date	Class/ Goods and Services	Owner	Status
SPECTRAGUARD	U.S. Federal	78161899 September 9, 2002	2842904 May 18, 2004	9- Telecommunications equipment, namely electronic devices that monitor and control forward power in transmissions from antennas and microwave towers	Spectrasite Communications, Inc.	Registered
TALK ON! YOUR PHONE WORKS HERE and Design.	U.S. Federal	78272727 July 10, 2003	N/A	38- Wireless communications transmission and reception services	Spectrasite Communications, Inc.	Published May 11, 2004
SPECTRASHIELD	U.S. Federal	78161897 September 9, 2002	2831003 April 6, 2004	9- Safety products namely, protective coverings for use with antennas and microwave towers, that prevent escape of electromagnetic emissions in transmission from antennas or microwave towers 19- Roofing membranes, namely, membranes that reduce exposure of building occupants to non-ionizing radio frequency energy from antennas or microwave towers	Spectrasite Communications, Inc.	Registered
SITES YOUR WAY	U.S. Federal	78272706 July 10,	N/A	38- Wireless communications transmission and	Spectrasite Communications,	Published September

Mark	Country	Serial No./ Filing Date	Reg No./ Registration Date	Class/ Goods and Services	Owner	Status
		2003		reception of audio, data, and images	Inc.	28, 2004
SPECTRASITE and Design	U.S. Federal	75479212 May 4, 1998	2266852 August 3, 1999	36- Land acquisition, namely, real estate brokerage 37- Construction, maintenance and repair of wireless communications towers and facilities and real estate development 42- Reviewing standards and practices to assure compliance with zoning laws	Spectrasite Communications, Inc.	Registered
TALK ON!	U.S. Federal	78258940 June 5, 2003	2898307 October 26, 2004	38- Wireless communications transmission and reception services	Spectrasite Communications, Inc.	Registered
SPECTRASITE and Design	U.S. Federal	75478990 May 4, 1998	2275810 September 7, 1999	36- Land acquisition, namely, real estate brokerage 37- Construction, maintenance and repair of wireless communications towers and facilities and real estate development 42- Reviewing standards and practices to assure compliance with zoning laws	Spectrasite Communications, Inc.	Registered

Schedule 2
to
Intellectual Property Security Agreement

Patents

Patent	Country	Reg No. Reg Date.	Owner
Radio frequency electromagnetic emissions shield (SPECTRASHIELD)	United States	6803883 October 12, 2004	Spectrasite Communications, Inc.
Apparatus and Method to Monitor and Control Power (SPECTRAGUARD)	United States	248168 (no date applicable)	SpectraSite Communications, Inc.

Schedule 3
to
Intellectual Property Security Agreement

Copyrights

None.

Schedule 4
to
Intellectual Property Security Agreement

Licenses

None.