

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas) LLC		10/26/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	SpectraSite Communications, Inc.
Street Address:	100 Regency Forest Drive
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27511
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2842904	SPECTRAGUARD
Serial Number:	78272727	TALK ON! YOUR PHONE WORKS HERE.
Registration Number:	2831003	SPECTRASHIELD
Serial Number:	78272706	SITES YOUR WAY
Registration Number:	2266852	SPECTRASITE
Registration Number:	2898307	TALK ON!
Registration Number:	2275810	SPECTRASITE

**CORRESPONDENCE DATA**

Fax Number: (404)815-6555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-815-6500  
 Email: tadmin@kilpatrickstockton.com  
 Correspondent Name: William H. Brewster  
 Address Line 1: 1100 Peachtree Street

OP \$190.00 2842904

Address Line 2: Suite 2800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 56583.321284

NAME OF SUBMITTER: Valetta A. Northcutt

Signature: /val northcutt/

Date: 10/28/2005

Total Attachments: 3  
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**RELEASE OF TRADEMARK SECURITY INTEREST**

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "**Release**") is executed this 26<sup>th</sup> day of October, 2005 by **TORONTO DOMINION (TEXAS) LLC** (f/k/a Toronto Dominion (Texas), Inc.), as administrative agent (the "**Secured Party**").

**RECITALS:**

**A.** The Secured Party, SpectraSite Communications, Inc. ("**Owner**") and the Lenders (as defined therein) are party to that certain Credit Agreement, dated as of November 19, 2004 (as amended from time to time hereto, the "**Credit Agreement**"), pursuant to which the Lenders made certain loans to Owner (the "**Loans**").

**B.** In conjunction with the Credit Agreement, the parties executed an Intellectual Property Security Agreement, dated as of November 19, 2004 (the "**IP Security Agreement**"), pursuant to which the Owner granted a security interest to Secured Party in the U.S. federal trademark registrations specified in **Schedule A** hereto (the "**Trademarks**").

**C.** The security interest of the Secured Party in the Trademarks was recorded in the U.S. Patent and Trademark Office on November 30, 2004, at reel/frame 003088/0055.

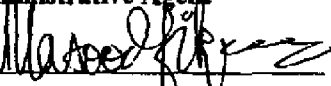
**D.** The indebtedness arising under the Credit Agreement and secured by the Trademarks have been satisfied in full and, accordingly, the Secured Party is obligated to release the Trademarks from the liens, security interests, and other rights arising under the IP Security Agreement.

**RELEASE:**

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Secured Party hereby **RELEASES AND FOREVER DISCHARGES** any and all liens, security interests, titles, assignments, and other rights against the Trademarks, arising pursuant to or otherwise evidenced by the IP Security Agreement and any other documents securing the Loans, and hereby **RECONVEYS, REASSIGNS, TRANSFERS AND DELIVERS** to the Owner all rights with respect to the Trademarks, and any and all other rights, titles, and interests heretofore assigned and transferred unto the Secured Party pursuant to the IP Security Agreement and, to the extent relating to the Trademarks, pursuant to any other documents securing the Loan. This Release shall be binding upon Secured Party and Secured Party's successors and assigns and shall inure to the benefit of Owner and Owner's successors and assigns, and any present or future owner of any interest in the Trademarks.

EXECUTED as of the date first written above.

**TORONTO DOMINION  
(TEXAS) LLC (f/k/a Toronto  
Dominion (Texas), Inc.),  
as Administrative Agent**

By:   
Name: MASOOD FIKREE  
Title: AUTHORIZED SIGNATORY

This instrument was executed and acknowledged before me on this 26 day of October, 2005, by Masood Fikree, who is personally known to me or who produced Ontario drivers license as identification.

  
Notary Public

(SEAL)

My commission expires: 13 May, 2007

USPTO Release  
Signature Page

**SCHEDULE A**

**Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Application No./Date</u></b>	<b><u>Registration No./Date</u></b>
SPECTRAGUARD	78161899 9-9-2002	2842904 5-18-2004
TALK ON! YOUR PHONE WORKS HERE and Design	78272727 7-10-2003	N/A
SPECTRASHIELD	78161897 9-9-2002	2831003 4-6-2004
SITES YOUR WAY	78272706 7-10-2003	N/A
SPECTRASITE and Design	75479212 5-4-1998	2266852 8-3-1999
TALK ON!	78258940 6-5-2003	2898307 10-26-2004
SPECTRASITE and Design	75478990 5-4-1998	2275810 9-7-1999