

7-29-08



RECOR  
TR

103516748

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):

Radian Communication  
Services, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 6/27/08

- 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: Rohn Products, LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1700 N.E. Adams St.

City: Peoria

State: Illinois

Country: USA Zip: 61603

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

B. Trademark Registration No.(s)

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: John S. Elias

Internal Address: \_\_\_\_\_

Street Address: 416 Main St.,  
Suite 1400

City: Peoria

State: Illinois Zip: 61602

Phone Number: (309) 637-6000

Fax Number: (309) 637-8514

Email Address: jelias@emrslaw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- 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 07/29/2008 DBYRNE 00000055 221264

b. Deposit Account Number \_\_\_\_\_  
Authorized 02 FC:8521 02 FC:8522

9. Signature:

John S. Elias  
John S. Elias

Signature

7/25/08 Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Supplement to Recordation Form Cover Sheet – Trademarks**

Supplement to 4(B), Trademark Registration No.(s):

2212564 – Products for a Growing World of Technology

1804493 – ROHN

0768592 – ROHN

1251571 – ROHN-LOC and design

0896309 – SSV

0886166 – ZIG-ZAG

908-0613

**ASSIGNMENT OF TRADEMARKS**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 27<sup>th</sup> day of June, 2008, by and between RADIAN COMMUNICATION SERVICES, INC., a Delaware corporation ("ASSIGNOR"), and ROHN PRODUCTS, LLC, an Illinois limited liability company ("ASSIGNEE");

## WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the trademarks and any and all trade dress associated therewith (the "Marks") as described in Exhibit A attached hereto and incorporated by referenced herein, together with the goodwill of the business symbolized thereby in connection with the products on which the Marks are used (the "Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title and interest in and to the Marks together with the goodwill associated therewith.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Marks throughout the world, including, without limitation, all of its right, title and interest in and to the Marks, and any State registrations for and common law rights in the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, if any, including without limitation, damages, and payments for past or

future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Products and the Marks.

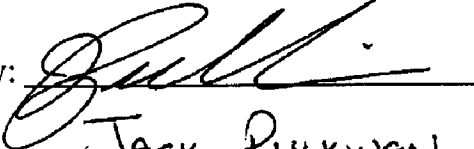
3. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

[remainder of page left blank intentionally]

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

ASSIGNOR:

RADIAN COMMUNICATION SERVICES, INC.


By:   
JACK PULKINEN  
(print name)

Its PRESIDENT AND CHIEF EXECUTIVE OFFICER

CANADA )  
) SS.  
PROVINCE OF ONTARIO )

I, the undersigned, a Notary Public in and for said Province aforesaid, DO HEREBY CERTIFY that Jack Pulkinen, personally known to me to be the PRESIDENT & CEO of Radian Communications Services, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT & CEO appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such PRESIDENT & CEO and as the free and voluntary act of said PRESIDENT & CEO for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 2<sup>th</sup> day of June, 2008.

  
Notary Public

[Assignment of Trademarks]

ASSIGNEE:

ROHN PRODUCTS, LLC

By: *Joseph P. O'Brien*  
Joseph P. O'Brien  
(print name)

Its Manager

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF PEORIA        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Joseph P. O'Brien, personally known to me to be a Manager of Rohn Products, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Manager, and as the free and voluntary act of said Manager for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of June, 2008.

*Doraine DeWitte*  
Notary Public



[Assignment of Trademarks]

**Exhibit A**

**TRADEMARKS**

**[insert Trademarks listed on Schedule 5.1(r)]**

908-0374.d1

**TRADEMARKS**

| <b>Trademark</b>                           | <b>Country/Date of Registration</b> | <b>Identification No.</b>            | <b>Status</b>                          |
|--|-------------------------------------|--------------------------------------|--|
| ROHN                                       | Canada<br>May 5, 1967               | TMA150538                            | Registered                             |
| ROHN-LOC                                   | Canada<br>December 9, 1977          | TMA224635                            | Registered                             |
| ZIG-ZAG                                    | Canada<br>January 2, 1970           | TMA167200                            | Registered                             |
| PRODUCTS FOR A GROWING WORLD OF TECHNOLOGY | United States<br>December 22, 1998  | 2212564                              | Registered;<br>Security Interest filed |
| ROHN                                       | United States<br>November 16, 1993  | 1804493                              | Registered;<br>Security Interest filed |
| ROHN                                       | United States<br>April 28, 1964     | 0768592                              | Registered                             |
| ROHN-LOC & Design                          | United States<br>September 20, 1983 | 1251571                              | Registered;<br>Security Interest filed |
| SSV  | United States<br>August 11, 1970    | 0896309                              | Registered;<br>Security Interest filed |
| ZIG-ZAG                                    | United States<br>February 17, 1970  | 0886166                              | Registered;<br>Security Interest filed |
| ROHN & Design                              | United States<br>May 1, 2001        | 2447915                              | Cancelled                              |
| ROHN & Design                              | United States<br>January 9, 2001    | 2419626                              | Cancelled                              |
| ROHN                                       | Argentina<br>February 27, 1997      | 1627437<br>Granting No.<br>2,175,102 | Registered                             |
| ROHN                                       | Brazil<br>July 23, 2002             | 818981105                            | Registered                             |
| ROHN                                       | Mexico<br>May 25, 1993              | 434608                               | Registered                             |
| ROHN                                       | Mexico<br>November 16, 1993         | 446531                               | Registered                             |
| ROHN                                       | Venezuela<br>September 2, 1996      | P16298                               | Registered                             |
| SNAKE MOUNT                                | United States<br>May 20, 1997       | 2064127                              | Cancelled                              |



|             |  |           |           |
|-------------|--|-----------|-----------|
| CELEX       | United States<br>September 24,<br>1996 | 2,003,333 | Cancelled |
| CABIPOLE    | United States<br>October 22, 1996      | 2,011,031 | Cancelled |
| RIGID-TUBE  | United States<br>December 9, 1969      | 0,881,977 | Expired   |
| RIGID-TUBE  | United States<br>March 13, 1973        | 0,954,845 | Expired   |
| RIGID-ANGLE | United States<br>June 4, 1974          | 0,985,382 | Expired   |
| UNR-ROHN    | Chile<br>May 22, 1996                  | 461323    | Expired   |
| ROHN        | Colombia<br>October 25, 1994           | 166846    | Expired   |

# 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):

Radian Communication  
Services, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 6/27/08

- Assignment                       Merger  
 Security Agreement               Change c  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Rohn Products, LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1700 N.E. Adams St.

City: Peoria

State: Illinois

Country: USA                      Zip: 61603

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship \_\_\_\_\_

Citizenship USA

led in the United States, a domestic  
on is attached:  Yes  No  
a separate document from assignment)

### 4. Application number(s) or registration n

A. Trademark Application No.(s)



Description of the Trademark.  
ation No.(s)

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: John S. Elias

Internal Address: \_\_\_\_\_

Street Address: 416 Main St.,  
Suite 1400

City: Peoria

State: Illinois                      Zip: 61602

Phone Number: (309) 637-6000

Fax Number: (309) 637-8514

Email Address: jelias@emrslaw.com

6. Total number of applications and  
registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- 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 \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: John S. Elias

Signature

7/25/08                      Date

John S. Elias

Name of Person Signing

Total number of pages including cover  
sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Supplement to Recordation Form Cover Sheet – Trademarks**

Supplement to 4(B), Trademark Registration No.(s):

2212564 – Products for a Growing World of Technology

1804493 – ROHN

0768592 – ROHN

1251571 – ROHN-LOC and design

0896309 – SSV

0886166 – ZIG-ZAG

908-0613

**TRADEMARK**

**REEL: 003825 FRAME: 0570**

**ASSIGNMENT OF TRADEMARKS**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 27<sup>th</sup> day of June, 2008, by and between RADIAN COMMUNICATION SERVICES, INC., a Delaware corporation ("ASSIGNOR"), and ROHN PRODUCTS, LLC, an Illinois limited liability company ("ASSIGNEE");

## WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the trademarks and any and all trade dress associated therewith (the "Marks") as described in Exhibit A attached hereto and incorporated by referenced herein, together with the goodwill of the business symbolized thereby in connection with the products on which the Marks are used (the "Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title and interest in and to the Marks together with the goodwill associated therewith.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Marks throughout the world, including, without limitation, all of its right, title and interest in and to the Marks, and any State registrations for and common law rights in the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, if any, including without limitation, damages, and payments for past or

future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Products and the Marks.

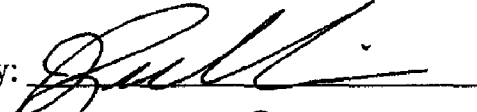
3. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

[remainder of page left blank intentionally]

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

ASSIGNOR:

RADIAN COMMUNICATION  
SERVICES, INC.

By:   
JACK PULKINEN  
(print name)

Its PRESIDENT AND CHIEF EXECUTIVE OFFICER

CANADA )  
) SS.  
PROVINCE OF ONTARIO )

I, the undersigned, a Notary Public in and for said Province aforesaid, DO HEREBY CERTIFY that Jack Pulkinen, personally known to me to be the PRESIDENT & CEO of Radian Communications Services, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT & CEO appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such PRESIDENT & CEO and as the free and voluntary act of said PRESIDENT & CEO for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 2<sup>th</sup> day of June, 2008.

  
\_\_\_\_\_  
Notary Public

[Assignment of Trademarks]

ASSIGNEE:

ROHN PRODUCTS, LLC

By: 


Joseph P. O'Brien  
(print name)

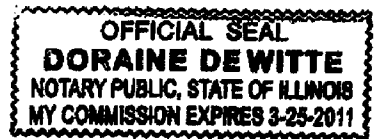
Its Manager

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF PEORIA        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Joseph P. O'Brien, personally known to me to be a Manager of Rohn Products, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Manager, and as the free and voluntary act of said Manager for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of June, 2008.

  
Notary Public



[Assignment of Trademarks]

**Exhibit A**

**TRADEMARKS**

**[insert Trademarks listed on Schedule 5.1(r)]**

908-0374.d1



**TRADEMARKS**

| <b>Trademark</b>                           | <b>Country/Date of Registration</b> | <b>Identification No.</b>            | <b>Status</b>                          |
|--|-------------------------------------|--------------------------------------|--|
| ROHN                                       | Canada<br>May 5, 1967               | TMA150538                            | Registered                             |
| ROHN-LOC                                   | Canada<br>December 9, 1977          | TMA224635                            | Registered                             |
| ZIG-ZAG                                    | Canada<br>January 2, 1970           | TMA167200                            | Registered                             |
| PRODUCTS FOR A GROWING WORLD OF TECHNOLOGY | United States<br>December 22, 1998  | 2212564                              | Registered;<br>Security Interest filed |
| ROHN                                       | United States<br>November 16, 1993  | 1804493                              | Registered;<br>Security Interest filed |
| ROHN                                       | United States<br>April 28, 1964     | 0768592                              | Registered                             |
| ROHN-LOC & Design                          | United States<br>September 20, 1983 | 1251571                              | Registered;<br>Security Interest filed |
| SSV  | United States<br>August 11, 1970    | 0896309                              | Registered;<br>Security Interest filed |
| ZIG-ZAG                                    | United States<br>February 17, 1970  | 0886166                              | Registered;<br>Security Interest filed |
| ROHN & Design                              | United States<br>May 1, 2001        | 2447915                              | Cancelled                              |
| ROHN & Design                              | United States<br>January 9, 2001    | 2419626                              | Cancelled                              |
| ROHN                                       | Argentina<br>February 27, 1997      | 1627437<br>Granting No.<br>2,175,102 | Registered                             |
| ROHN                                       | Brazil<br>July 23, 2002             | 818981105                            | Registered                             |
| ROHN                                       | Mexico<br>May 25, 1993              | 434608                               | Registered                             |
| ROHN                                       | Mexico<br>November 16, 1993         | 446531                               | Registered                             |
| ROHN                                       | Venezuela<br>September 2, 1996      | P16298                               | Registered                             |
| SNAKE MOUNT                                | United States<br>May 20, 1997       | 2064127                              | Cancelled                              |

|             |  |           |           |
|-------------|--|-----------|-----------|
| CELEX       | United States<br>September 24,<br>1996 | 2,003,333 | Cancelled |
| CABIPOLE    | United States<br>October 22, 1996      | 2,011,031 | Cancelled |
| RIGID-TUBE  | United States<br>December 9, 1969      | 0,881,977 | Expired   |
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| RIGID-ANGLE | United States<br>June 4, 1974          | 0,985,382 | Expired   |
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| ROHN        | Colombia<br>October 25, 1994           | 166846    | Expired   |