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
General Electric Capital Corporation, as Agent		10/20/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	LT LLC
Street Address:	c/o WCP Fund II, L.P.
Internal Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28298-0732
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77221293	LIGHTOWER
Serial Number:	77221290	LIGHTOWER WIRELESS INFRASTRUCTURE REDEFINED

CORRESPONDENCE DATA

Fax Number: (404)881-4777

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

404-881-7000 Phone:

Email: ann.jones@alston.com Correspondent Name: Ginger R. Burton

Address Line 1: Alston & Bird LLP

Address Line 2: 1201 West Peachtree Street Atlanta, GEORGIA 30309 Address Line 4:

ATTORNEY DOCKET NUMBER:	43063/327471
NAME OF SUBMITTER:	Ginger R. Burton

TRADEMARK **REEL: 003872 FRAME: 0887**

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Signature:	/Ginger R. Burton/
Date:	10/20/2008
Total Attachments: 3 source=PTO Second Lien Release#page1.tif source=PTO Second Lien Release#page2.tif source=PTO Second Lien Release#page3.tif	

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TRADEMARK RELEASE OF SECURITY INTEREST

(Second Lien)

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of October 20, 2008 by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and LT LLC ("Grantor"), were parties to that certain Trademark Security Agreement (Second Lien) dated as of August 15, 2007 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Agent in, among other things, the Trademarks set forth on Schedule I hereto as security for certain obligations owing by Grantor to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement (Second Lien) dated as of August 15, 2007 by and among Grantor, certain of its subsidiaries, Agent and Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on August 15, 2007 at Reel 003602, Frame 0519; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following (the "Trademark Collateral"):
 - (a) each Trademark listed on <u>Schedule I</u> annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (b) all income, royalties, Proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Grantor's business connected with the use of and symbolized by the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 003872 FRAME: 0889 IN WITNESS WHEREOF, Agent has caused this Trademark Release of Security Interest (Second Lien) to be duly executed by its duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:

July Authorized Signatory

Trademark Release of Security Interest- Second Lien

TRADEMARK

REEL: 003872 FRAME: 0890

Schedule 1 to Trademark Release of Security Interest (Second Lien)

REGISTERED TRADEMARKS

None

TRADEMARK APPLICATIONS

MARK	SERIAL NO.	DATE OF APPLICATION
LIGHTOWER & Design	77/221293	07/03/2007
LIGHTOWER WIRELESS INFRASTRUCTURE REDEFINED	77/221290	07/03/2007

LICENSES

None

Trademark Release of Security Interest- Second Lien

RECORDED: 10/20/2008

TRADEMARK REEL: 003872 FRAME: 0891