

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment (Trademarks)(Interim Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FiberTower Solutions Corporation		12/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1445 Ross Avenue, 2nd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Bank Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78752956	MUNIFRAME	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	90355-00007		
NAME OF SUBMITTER:	Stephanie S. Kann		
Signature:	/stephanie s. kann/		
Date:	12/09/2009		

CH \$40.00 78752956

Total Attachments: 10

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COLLATERAL ASSIGNMENT (TRADEMARKS) (INTERIM NOTES)

THIS COLLATERAL ASSIGNMENT (TRADEMARKS) (INTERIM NOTES) (the "Assignment"), dated as of December 7, 2009, is made and given by FIBERTOWER SOLUTIONS CORPORATION, a Delaware corporation (the "Assignor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent for the Holders of the Notes defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

THIS ASSIGNMENT, AND THE RIGHTS OF THE PARTIES HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE OMNIBUS INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 7, 2009, AMONG THE COLLATERAL AGENT, THE TRUSTEE AND THE OTHER CREDITORS PARTY THERETO FROM TIME TO TIME, AND THE BORROWER AND THE GUARANTORS, AS AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS THEREOF.

RECITALS

A. Reference is made to the Indenture dated as of December 7, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among FiberTower Corporation (the "Borrower"), certain Subsidiaries of the Borrower party thereto, and Wells Fargo Bank, National Association, as Trustee (in such capacity, the "Trustee"), governing those certain 9.00% Mandatorily Redeemable Convertible Senior Secured Notes Due 2012 (the "Notes"). Capitalized terms used in this Assignment and not otherwise defined herein have the meanings set forth in the Indenture.

B. In connection with the Indenture, each of the Borrower and the Guarantors is entering into the Collateral Agreement, dated as of even date with the Indenture (the "Collateral Agreement"), with the Agent. To secure all the Note Obligations of the Assignor to the Assignee, Trustee, and the Holders arising under the Notes and the Indenture and each other Note Document, whether now existing or hereafter arising, the Assignor has pledged and granted to the Assignee a security interest in the property described in the Collateral Agreement, which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets. The Assignor owns the trademark and trade name registrations set forth in Exhibit A attached hereto, and the trademarks and trade names so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office or applicable foreign trademark office.

C. The Holders have agreed to acquire the Notes pursuant to the Exchange Offer or to purchase the Notes, in each case pursuant to, and upon the terms and conditions specified in, the Indenture and/or the Exchange Offer. The Indenture and the Collateral Agreement require, and the Exchange Offer contemplates, among other things, the execution and delivery of this Assignment by the Borrower and each Guarantor. Accordingly, the parties hereto agree as follows:

1. The Assignor does hereby collaterally (and, effective upon the giving of a notice by the Assignee of the type described in the next sentence, absolutely) assign, to the extent not prohibited by applicable law, all of its right, title, and interest in and to all of the present United States and foreign trademarks and trade names and the registrations and applications (except for intent to use applications) therefor owned by the Assignor (the “Trademarks”), including but not limited to those registered trademarks and tradenames set forth on Exhibit A, and including, without limitation, any and all common law rights in Trademarks owned by the Assignor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. Except to the extent the foregoing assignment creates a collateral assignment (which assignment is currently effective), the foregoing assignment shall be effective only upon the written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment that is given upon and occurrence and during the continuation of an Event of Default under the Indenture, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the giving of such notice by the Agent, such assignment shall have no effect. Upon the occurrence and continuation of an Event of Default under the Indenture, the Assignee shall be entitled to transfer the Trademarks pursuant to the Assignment of Trademarks attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete (including without limitation attaching an appropriate updated list of Trademarks as an annex thereto) the undated Assignments of Trademarks at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending (and intent to use applications), the Trademarks listed on Exhibit A have been duly issued and are subsisting and, as of the date hereof, have not been adjudged invalid or unenforceable in whole or in part;

(b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof (but only as to Trademarks that are added to Exhibit A on such date), to the Assignor’s knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks, in each case except to the extent that any such claim does not relate to any Trademark that is material to the conduct of the Assignor’s business;

(d) after the date hereof, the Assignor will give prompt written notice to the Assignee of any claim of the type described in the preceding clause (c) (and notwithstanding whether such claim arose on, prior to or after the date hereof);

(e) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(f) the Assignor will be, until the Note Obligations shall have been satisfied in full and the Note Documents shall have been terminated, in material compliance with statutory notice requirements, and will pay all renewal, maintenance and other fees, relating to its use of the Trademarks that are material to the conduct of the Assignor's business;

(g) except for Permitted Liens, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances, including without limitation licenses and covenants by the Assignor not to sue third persons;

(h) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A are all of the United States and foreign Trademarks and applications therefor now owned by the Assignor;

(i) the Assignor will, at any time upon reasonable request, communicate to the Assignee and its successors and assigns any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents with direct knowledge of material relevant information to testify as to the same in any infringement or other litigation at the reasonable request of the Assignee; and

(j) the Assignor will not, with respect to any Trademarks which are material to the conduct of the Assignor's business, cease to use any such Trademarks or fail to maintain such level of quality or products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of the products and services as of the date hereof, and Assignor shall take all steps necessary to ensure that licensees of such Trademark use such consistent standards of quality.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Note Obligations shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application (except for intent to use applications), registration, trademark, or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign, or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C

attached hereto and except in the ordinary course of business and in accordance with the terms of the Collateral Agreement and the Indenture.

6. The Assignor agrees that it will authorize, execute, and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. If the Assignee is required by the Collateral Agreement to release its Lien in any or all of the Trademarks, the Assignee shall upon request of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the subject Trademarks.

7. The Assignor shall (a) prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Indenture and the Note Documents shall have been terminated in accordance with their terms, (b) make application on those trademarks and trade names that are unregistered but capable of being registered and that a prudent person would reasonably cause to be registered, and (c) preserve and maintain all rights in all Trademarks that a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the same is not material to the business of Assignor. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. Upon the occurrence and during the continuation of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses (including reasonable fees and disbursements of counsel) incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Collateral Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Note Obligations (other than Assignor's unmatured indemnity obligations under any Note Document), this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. The rights and remedies of the Assignee, on behalf of the Secured Parties (as defined in the Collateral Agreement), under this Assignment shall be subject to the Intercreditor Agreement, if any, as in effect from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Assignment, the terms of the Intercreditor Agreement shall govern and control.

16. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (A) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (B) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN, OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER NOTE DOCUMENT, OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

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IN WITNESS WHEREOF, the Assignor has executed this instrument.

FiberTower Solutions Corporation

By: 
Name: Thomas A. Scott
Title: Chief Financial Officer

[Collateral Assignment – Trademarks (FiberTower Solutions)]

TRADEMARK
REEL: 004110 FRAME: 0868

EXHIBIT A

to

COLLATERAL ASSIGNMENT (TRADEMARKS)

TRADEMARK SCHEDULE

U.S. Registrations

None

U.S. Applications

Trademarks		
Trademark	Jurisdiction	Application Number
MuniFrame	U.S.	78/752956

Foreign Registrations and Applications

None

EXHIBIT B

to

COLLATERAL ASSIGNMENT (TRADEMARKS)

**FORM OF
ASSIGNMENT OF TRADEMARKS**

WHEREAS, [_____] a [_____] (“Assignor”), is the owner of the entire right, title and interest in and to certain United States and foreign trademarks and tradenames and registrations and applications therefor (“Trademarks”), including without limitation, those as may be listed on any annex hereto; and

WHEREAS, [_____] in its capacity as collateral agent (the “Agent” or “Assignee”) for the holders (the “Holders”) from time to time of the Notes issued under that certain Indenture dated as of December 7, 2009, FiberTower Corporation (the “Borrower”), certain Subsidiaries of the Borrower party thereto, and Wells Fargo Bank, National Association, as Trustee (in such capacity, the “Trustee”), governing those certain 9.00% Mandatorily Redeemable Convertible Senior Secured Notes Due 2012 (the “Notes”), desires to acquire the entire right, title, and interest in and to the aforesaid Trademarks, together with any and all causes of action and rights of recovery for past infringements of the Trademarks, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Trademarks;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to the Trademarks, including each and every Trademarks that is granted on any application (except for intent to use applications) that is a division, substitution, or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks.

2. The Assignor further sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor and its successors, assigns, and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, _____.

[_____]

By: _____
Name: _____
Title: _____

[Assignment of Trademarks ([ENTITY])]

EXHIBIT C

to

COLLATERAL ASSIGNMENT (TRADEMARKS)

TRADEMARK LICENSES

None.

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RECORDED: 12/09/2009

**TRADEMARK
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