

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skyway Towers, LLC		05/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3444634	SKYWAY TOWERS	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868-015012		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		

OP \$40.00 3444634

Date:

05/31/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2011, by SKYWAY TOWERS, LLC, a Delaware limited liability company ("**Grantor**"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent (the "**Collateral Agent**") for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of May 25, 2011, by and among Grantor, SKYWAY TOWERS HOLDINGS, LLC, and certain Subsidiaries of Grantor party thereto from time to time, as Guarantors, the Lenders party thereto from time to time and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent and Lead Arranger (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have agreed to make the Loans and certain financial accommodations to Grantor;

WHEREAS, Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement, dated as of May 25, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or


(ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SKYWAY TOWERS, LLC

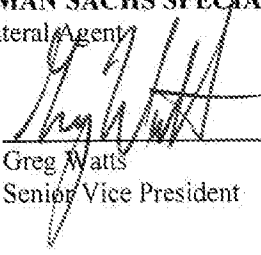
By: 
Name: Daniel P. Behuniak
Title: Chief Executive Officer

Signature Page to Skyway Towers, LLC
Trademark Security Agreement

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as Collateral Agent

By: 
Name: Greg Watts
Title: Senior Vice President

Signature Page to Skyway Towers, LLC
Trademark Security Agreement

TRADEMARK
REEL: 004551 FRAME: 0377

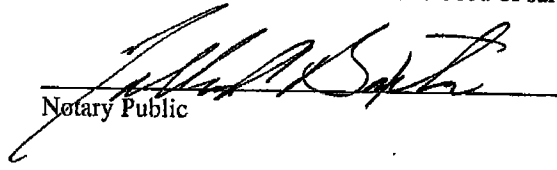
ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)

COUNTY OF Pasco)

ss.

On this 24 day of May 2011 before me personally appeared Daniel P. Behnwald proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Skyway Towers, LLC who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its CEO and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

COLLEEN A. BAXTER
Notary Public, State of Florida
My Comm. Expires Dec. 09, 2012
No. DD844511

Signature Page to Skyway Towers, LLC
Trademark Security Agreement

TRADEMARK
REEL: 004551 FRAME: 0378

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
Skyway Towers	Skyway Towers, LLC	3444634	June 10, 2008