

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
FWT, LLC		06/28/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund II, L.P.		
Street Address:	80 Field Point Road		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2088202	POWERMOUNT	
CORRESPONDENCE DATA			
Fax Number:	2158323095		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-988-3095		
Email:	vaitl@blankrome.com		
Correspondent Name:	Jonathan R. Vaitl		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01874		
NAME OF SUBMITTER:	Jonathan R. Vaitl		
Signature:	/Jonathan R Vaitl/		

CH \$40.00 2088202

Date:

07/05/2012

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Security Agreement") made as of this 28th day of June, 2012 by FWT, L.L.C., a Texas limited liability company (the "Grantor") in favor of **BROOKSIDE MEZZANINE FUND II, L.P.** (the "Purchaser") which are now or which hereafter become a party to the Note Purchase Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor (together with each Person joined as borrower to the Note Purchase Agreement from time to time, collectively the "Borrowers"), has entered into that certain Amended and Restated Note and Warrant Purchase and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Note Purchase Agreement") providing for certain financial accommodations made to Borrowers by Purchaser;

WHEREAS, Grantor has granted to Purchaser a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Note Purchase Agreement;

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

1. Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Purchaser, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks and patents owned or registered to Grantor.

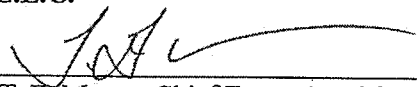
4. Governing Law. This Security Agreement shall in all respects be interpreted, construed and governed by the substantive laws of the State of New York.

5. Satisfaction. Upon the payment in full of all Obligations secured hereby as evidenced by a recorded release of this Security Agreement, this Security Agreement shall, without the need for any further satisfaction or release, become null and void and be of no further effect. If requested by Grantor, upon the payment in full of all Obligations secured hereby, Purchaser will execute and deliver to Grantor, solely at Grantor's expense, a release of this Assignment.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FWT, L.L.C.

By: 
T. F. Moore, Chief Executive Officer

COMPANY ACKNOWLEDGMENT

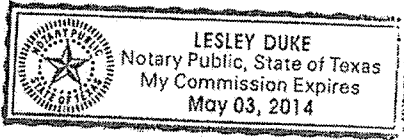
UNITED STATES OF AMERICA :
STATE OF TEXAS : SS
COUNTY OF TARRANT :

On this 20 of June, 2012, before me personally appeared T.F. Moore, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of FWT, L.L.C., that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Lesley Duke

Notary Public

My Commission Expires: 5/3/14



Agreed and Accepted
As of the Date First Written Above

PURCHASER:

BROOKSIDE MEZZANINE FUND II, L.P.

By: Brookside Mezzanine Partners II, LLC,
its general partner

By: Corey L. Sclar
Name: Corey L. Sclar
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARKS

<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
POWERMOUNT	2,088,202	08/12/1997	United States

PATENT REGISTRATIONS

<u>Patent Descriptions</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Jurisdiction</u>
Tree Styled Monopole Tower	6,286,266	9/11/2001	9/11/2021	U.S.A.
Antenna Support for Power Transmission Tower	6,026,627	2/22/2000	2/22/2020	U.S.A.
Antenna Support for Power Transmission Tower	5,855,103	1/5/1999	1/5/2019	U.S.A.
Tree Styled Monopole Tower	5,787,649	8/4/1998	8/4/2018	U.S.A.
Antenna Support for Power Transmission Tower	5,649,402	7/22/1997	7/22/2017	U.S.A.
Antenna Support Structure	5,611,176	3/18/1997	3/18/2017	U.S.A.

SCHEDULE -1

POWER OF ATTORNEY

FWT, L.L.C. (the "Grantor"), hereby authorizes **BROOKSIDE MEZZANINE FUND II, L.P.**, its successors and assigns, and any officer or agent thereof (collectively, "Purchaser"), as agent for the purchaser under the Amended and Restated Note and Warrant Purchase and Security Agreement between Purchaser, and Grantor dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Note Purchase Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Note Purchase Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Purchase to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Purchaser dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement, subject, in each case, to the rights of Senior Lender under the Intercreditor and Subordination Agreement (as such terms are defined in the Note Purchase Agreement); provided, that such authorization is automatically and immediately revoked upon (i) the written waiver of such Event of Default by Purchaser or (ii) the full and final payment and performance of the Obligations. Nothing herein contained shall obligate Purchaser to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Note Purchase Agreement and is subject to the rights of Senior Lender under the Intercreditor and Subordination Agreement.

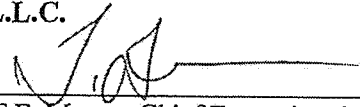
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Note Purchase Agreement and the other Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this
____ day of June, 2012.

FWT, L.L.C.

By:




T.F. Moore, Chief Executive Officer

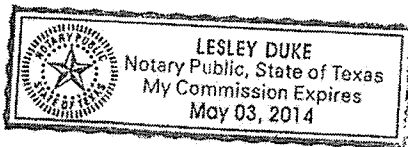
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF TEXAS : SS
COUNTY OF TARRANT :

On this 21 of June, 2012, before me personally appeared T. F. Moore, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of FWT, L.L.C.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires: 5/3/14



2348350

[Signature page to Power of Attorney to Intellectual Property Security Agreement]