

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Tower Corporation		07/05/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ATC IP LLC
Street Address:	116 Huntington Avenue, Floor 11
Internal Address:	ATC IP LLC
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2572967	A
Registration Number:	2561601	A AMERICAN TOWER
Registration Number:	3359648	AMERICAN TOWER
Registration Number:	3254503	A AMERICAN TOWER WHERE YOU WANT TO BE.
Registration Number:	2648085	AMERICAN TOWER
Registration Number:	2334711	AMERICAN TOWER CORPORATION
Registration Number:	3254501	AMERICAN TOWER CORPORATION
Registration Number:	3255505	A FASTTRACK SITE QUALIFICATION PROGRAM
Serial Number:	77942468	ON AIR PLUS
Serial Number:	77361159	PROCESS EXCELLENCE
Registration Number:	3448679	SITE LOCATOR
Registration Number:	4075369	SITE LOCATOR
Registration Number:	4075368	SITE LOCATOR MOBILE

OP \$390.00 2572967

Registration Number:	2842904	SPECTRAGUARD
Registration Number:	2831003	SPECTRASHIELD

CORRESPONDENCE DATA

Fax Number: 6173757575
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6173757500
Email: steve.brav@americantower.com
Correspondent Name: Steven A. Brav
Address Line 1: 116 Huntington Avenue
Address Line 2: American Tower Corporation
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	TM ASSIGN
NAME OF SUBMITTER:	Steven A. Brav
Signature:	/Steven A. Brav/
Date:	07/06/2012

Total Attachments: 4
source=Trademark Assignment Agreement, US (R executed)#page1.tif
source=Trademark Assignment Agreement, US (R executed)#page2.tif
source=Trademark Assignment Agreement, US (R executed)#page3.tif
source=Trademark Assignment Agreement, US (R executed)#page4.tif

ASSIGNMENT OF TRADEMARKS

TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") made and effective this 5TH day of July, 2012 ("Effective Date") by and between American Tower Corporation, a Delaware corporation, as assignor ("Assignor") and ATC IP LLC, a Delaware limited liability company, as assignee ("Assignee").

WHEREAS, Assignor has adopted, has used, and is using the trademarks listed on Schedule A attached hereto (collectively, the "Trademarks") and is the owner of all rights, title and interest in, to, and under those Trademarks including without limitation any and all common law rights in, to, and under the Trademarks, applications to register the Trademarks, and registrations of the Trademarks; and

WHEREAS, Assignor has agreed to assign to Assignee and Assignee has agreed to accept assignment of all rights, title and interest in, to, and under the Trademarks, including without limitation any and all common law rights in, to, and under the Trademarks, applications to register the Trademarks, and registrations therefor, all subject to the provisions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, grants, transfers, and otherwise conveys to Assignee, all of Assignor's rights, title and interest in, to, and under the Trademarks (all such rights, title, and interest being collectively referred to in the balance of this Agreement as the "Rights"), including without limitation any and all common law rights in, to, and under the Trademarks, applications to register the Trademarks, registrations for the Trademarks, and the goodwill symbolized by the Trademarks, all as of the Effective Date and subject to the terms of this Agreement.
2. Assignee hereby accepts from Assignor all of Assignor's Rights as of the Effective Date.
3. As of the Effective Date, Assignor hereby transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, Assignor's rights, title and interest in and to any and all causes of action related to the Trademarks and rights of recovery for past infringement of the Trademarks.
4. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This instrument shall not confer any rights or remedies upon any third party.
5. This Agreement sets forth the entire understanding and agreement, whether written or oral, between Assignor and Assignee with respect to the matters set forth in this Agreement. No amendment of any terms of this Agreement, waiver of the obligations of Assignor or Assignee

hereunder, or termination of this Agreement shall be valid unless set forth in a writing executed by or on behalf of both Assignor and Assignee.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date; *provided, however*, that this Agreement shall not become effective as to either party until executed on behalf of both parties.

American Tower Corporation

By: 

Michael John McCormack
Senior Vice President

ATC IP LLC

By: ATC Tower Services, Inc.
Its: Sole Member and Manager

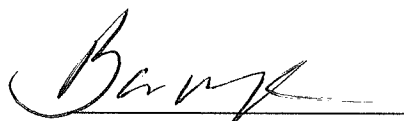
By: 

Michael John McCormack
Senior Vice President

CERTIFICATION FOR ASSIGNOR

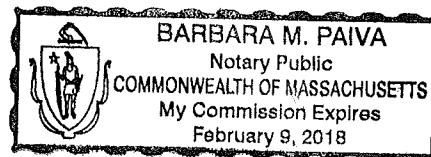
Commonwealth of Massachusetts)
) ss.
County of Suffolk)

On this 5th day of July, 2012, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Michael John McCormack, a Senior Vice President of American Tower Corporation, personally known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act on behalf of American Tower Corporation with authority to do so for the purposes therein set forth.



Notary Public

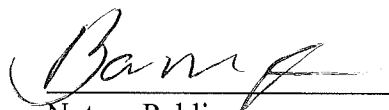
My Commission Expires: February 9, 2018



CERTIFICATION FOR ASSIGNEE

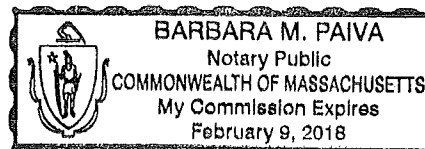
Commonwealth of Massachusetts)
) ss.
County of Suffolk)

On this 5th day of July, 2012, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Michael John McCormack, a Senior Vice President of ATC Tower Services, Inc., personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his voluntary act on behalf of ATC Tower Services, Inc. with authority to do so for the purposes therein set forth.



Notary Public

My Commission expires: February 9, 2018



**Schedule A
The Trademarks**

Trademark/Service Mark	Serial or Registration Number	Status	Serial or Registration Date
A	2,572,967	Registered	5/28/2002
A American Tower	2,561,601	Registered	4/16/2002
A American Tower	3,359,648	Registered	12/25/2007
American Tower Where You Want to Be	3,254,503	Registered	6/26/2007
American Tower	2,648,085	Registered	11/12/2002
American Tower Corporation	2,334,711	Registered	3/28/2000
American Tower Corporation	3,254,501	Registered	6/26/2007
FastTrack	3,255,505	Registered	6/26/2007
On Air Plus	77/942,468	Serial	2/23/2010
Process Excellence	77/361,159	Serial	12/28/2007
Site Locator	3,448,679	Registered	6/17/2008
Site Locator	4,075,369	Registered	12/20/2011
Site Locator Mobile	4,075,368	Registered	12/20/2011
Spectraguard	2,842,904	Registered	5/18/2004
Spectrashield	2,831,003	Registered	4/6/2004