

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parallel Infrastructure Holdings LLC		01/09/2017	Limited Liability Company: DELAWARE
Parallel Infrastructure LLC		01/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lendlease (US) Telecom Holdings LLC		
Street Address:	200 Park Avenue, Ninth Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4524425	PARALLEL INFRASTRUCTURE	
Registration Number:	4524426	PARALLEL INFRASTRUCTURE	
Registration Number:	4935488	TOWER UP	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Winfield B. Martin		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	65762-4000		
NAME OF SUBMITTER:	Winfield B. Martin		
SIGNATURE:	/Winfield B. Martin/		
DATE SIGNED:	04/11/2017		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of January 9, 2017, is made by and among Parallel Infrastructure Holdings LLC, a Delaware limited liability company ("PI Holdings"), Parallel Infrastructure LLC ("PI", collectively with PI Holdings, the "Assignors" and each an "Assignor") and Lendlease (US) Telecom Holdings LLC, a Delaware limited liability company (the "Assignee").

W I T N E S S E T H:

WHEREAS, PI Holdings and the Assignee entered into that certain Equity Purchase Agreement, dated as of December 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignors hereby agree to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignors, all of the Assignors' right, title and interest in, to and under all of the Assignors' trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. Each Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from such Assignor, all of such Assignor's right, title and interest in, to and under the Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of such Assignor in all matters related thereto.

Section 2. Ownership; No Challenge. Each Assignor hereby acknowledges and agrees that, from and after the date hereof, the Assignee shall be the exclusive owner of the Trademarks. Each Assignor acknowledges that all rights accruing from such Assignor's use of any Trademarks prior to its assignment to the Assignee pursuant to Section 1 hereof, and any goodwill resulting from such uses, shall inure to the benefit of the Assignee and that the Assignee is the owner of all enhancements in value attached or which may become attached to such Trademarks after the date hereof. Without limiting the foregoing, except as set forth in the Purchase Agreement, neither Assignor shall, directly or indirectly, use or register any Trademarks or similar intellectual property thereto

or that would constitute an infringement of the Trademarks. Each Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (a) the Assignee's rights, title and interest in and to the Trademarks, (b) the Assignee's and its affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

Section 3. Further Assurances. Each Assignor agrees that at any time and from time to time, at Assignee's sole cost and expense, it will promptly execute and deliver all further instruments and documents (in a form reasonably acceptable to Assignor), and take all further actions, requested in writing by the Assignee and reasonably necessary to perfect, protect, secure or more fully evidence the Assignee's and its successors or assignees' respective right, title and interest in, to and under the Trademarks, or to enable the Assignee and/or its successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby, including executing any other forms of assignment reasonably requested by Assignee to record evidence of the transfer of the Trademarks in any jurisdiction anywhere throughout the world.

Section 4. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

Section 5. Entire Agreement. This Agreement, together with the Purchase Agreement, including all appendices, schedules and exhibits hereto and thereto, set forth the entire understanding of the parties with respect to the transactions contemplated hereby, supersede all prior discussions, understandings, agreements and representations and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof. This Agreement may be modified only by subsequent instruments signed by the parties. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 6. Counterparts. This Agreement may be signed in counterparts, none of which shall be deemed to be binding unless and until all parties have signed this Agreement. Facsimile or portable document format (PDF) signatures shall be treated as original signatures for all purposes hereunder.

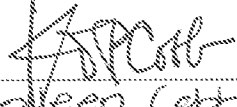
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNORS:

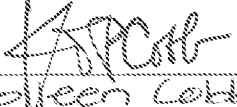
PARALLEL INFRASTRUCTURE
HOLDINGS LLC

By: _____


Name: Kaveen Cobb
Title: Vice President

PARALLEL INFRASTRUCTURE LLC

By: _____


Name: Kaveen Cobb
Title: Vice President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNORS:

**PARALLEL INFRASTRUCTURE
HOLDINGS LLC**


By: _____
Name:
Title:

PARALLEL INFRASTRUCTURE LLC

By: _____
Name:
Title:

ASSIGNEE:


**LENDLEASE (US) TELECOM HOLDINGS
LLC**

By:  _____
Name: MICHAEL F. CASAN
Title: AUTHORIZED SIGNATORY

Schedule 1

Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration No.	Registration Date	Int'l Classes	Owner
PARALLEL INFRASTRUCTURE	US Federal	4,524,425	May 6, 2014	36, 37	Parallel Infrastructure LLC
	US Federal	4,524,426	May 6, 2014	36, 37	Parallel Infrastructure LLC
TOWER UP	US Federal	4,935,488	April 12, 2016	36, 37	Parallel Infrastructure Holdings LLC

[Schedule 1 to Trademark Assignment Agreement]