

10-07-1999



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NRD
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

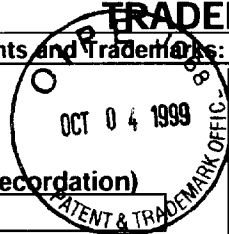
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other



Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/05/1999 DNGUYEN 00000210 2241899

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20235

TRADEMARK
REEL: 001970 FRAME: 0670

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,241,899"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,243,388"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

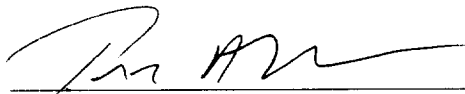
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Todd A. Nelson



10/1/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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TRADEMARK ASSIGNMENT

MOTOROLA, INC., a Delaware corporation ("**Assignor**") and PINNACLE TOWERS INC., a Delaware corporation ("**Assignee**").

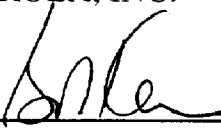
WHEREAS Assignor, pursuant to the terms of the Agreement for Purchase and Sale of Assets by and between Assignor and Assignee dated June 29, 1999 (the "**Agreement**"), agreed to enter into this Trademark Assignment in order to assign, transfer, convey and deliver to the Assignee all right, title and interest to the United States Trademarks listed on Schedule 4.11 of the Agreement (collectively referred to as "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

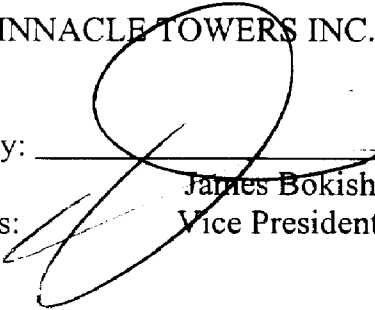
1. Assignor hereby assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by said marks and all registration thereof including rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interest therein under the laws of any jurisdiction worldwide and all tangible endorsements thereof.
2. Assignor will execute any deeds of assignment or other documents reasonably necessary for recordal with the appropriate trademark authorities to reflect Assignee's ownership of the Intellectual Property. Assignee shall complete and bear the expense of such recordal.
3. Assignor shall, upon reasonable notice and at Assignee's expense, provide to Assignee, its successors, assigns or legal representatives, further documents and information which may from time to time be required by Assignee in connection with the renewal of any registrations, the prosecution of applications or other matters relating to the protection and enforcement of any rights related to the Intellectual Property.
4. Assignor agrees that it will deliver up to Assignee representative labels, packaging and other specimens bearing the Intellectual Property and will cease all use of the Intellectual Property, except as consented to by Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their respective names and on their behalf by an officer, duly authorized thereunto, effective as of this 31st day of August, 1999.

MOTOROLA, INC.

By:  _____
Its: Vice President

PINNACLE TOWERS INC.

By:  _____
Its: James Bokish
Vice President

NYC1 #178608 v2

INTELLECTUAL PROPERTY

Registered Trademarks Being Assigned:

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
-			
SITE EXPRESS	United States	2,241,899	April 27, 1999
Site Express & Design	United States	2,243,388	May 4, 1999

06/28/99