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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Vancomm, Inc. 6-18-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: American Towers, Inc.
Internal
Address: _____
Street Address: 116 Huntington Avenue
City: Boston State: MA Zip: 02116

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 14 Mar 02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,281,387

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Steven A. Brav
 Internal Address: Law Department
 American Towers, Inc.

 Street Address: 116 Huntington Avenue

 City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 Fee already paid. See receipt stamp on enclosed materials.

DO NOT USE THIS SPACE

9. Signature.
 Steven A. Brav _____
 Name of Person Signing Steven A. Brav Signature June 18, 2002 Date

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2532 FRAME: 0795

Assignment And Assumption Of Trademark

ASSIGNMENT AND ASSUMPTION OF TRADEMARK ("Assignment") made and entered into as of the 14th day of ~~January~~ ^{MARCH} 2002, by and between Vancomm, Inc., a New Jersey corporation having a place of business at 1701 Sherman Avenue, Pennsauken, New Jersey 08110 ("Assignor") and American Towers, Inc., a Delaware corporation having a principal place of business at 116 Huntington Avenue, Boston, Massachusetts 02116 ("Assignee").

Assignor is the owner of a certain trademark "Com-Strut" registered with the United States Patent and Trademark Office ("PTO") as Registration Number 2281387 ("Mark") and has been the owner of the Mark since its registration with the PTO on September 28, 1999. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 1, 2001 ("APA"), pursuant to which Assignor has agreed, among other things, to assign to Assignee all of Assignor's right, title and interest in and to the Mark, and Assignee has agreed, among other things, to accept assignment of the Mark, subject to the terms of this Assignment.

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

1. Assignment of Mark

Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Mark, its registration and all associated goodwill (including without limitation the right to sue and recover for any past infringements), and Assignee hereby accepts from Assignor all such right, title and interest in and to the Mark and all associated goodwill (including without limitation the right to sue and recover for any past infringements), all subject to the terms set forth in this Assignment.

2. Successors and Assigns; Third-Party Beneficiaries

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Assignment shall not confer any rights or remedies upon any third party.

3. Entire Agreement; Amendments to Assignment


This Assignment (including the recitals to this Assignment, which are incorporated herein) together with the APA set forth the entire understanding and agreement, whether written or oral, between Assignor and Assignee on or prior to the date of this Assignment with respect to the matters set forth herein. No amendment of any terms of this Assignment, waiver of the obligations of Assignor or Assignee under this Assignment, or termination of this Assignment, shall be valid unless set forth in writing and executed by Assignor and Assignee.

4. Counterparts

This Assignment 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, Assignor and Assignee have executed this Assignment by their respective duly authorized representatives as of the day and date first above-written; *provided, however*, that this Assignment shall not become effective as to either party until executed on behalf of both parties.

VANCOMM, INC.

By:  _____

Name: MICHAEL MOSIKOWITZ

Title: CFO

AMERICAN TOWERS, INC.

By:  _____

Name: W. ROBERT KELLEGREW, JR.

Title: Vp General Counsel