

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clearwire Technologies, Inc.		06/20/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clearwire Corporation		
<b>Street Address:</b>	5808 Lake Washington Blvd NE, Suite 300		
<b>City:</b>	Kirkland		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98033		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2663574	CLEARWIRE	
Registration Number:	2741551	CLEARWIRE	
Serial Number:	78425734	CLEARWIRE	
Serial Number:	78410839	CLEARWIRE	
Serial Number:	76485012	THE FREEDOM OF SPEED	
Registration Number:	2280501	INTERAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)628-7699		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(206) 628-7733		
<b>Email:</b>	marshallnelson@dwt.com		
<b>Correspondent Name:</b>	Marshall J. Nelson		
<b>Address Line 1:</b>	Davis Wright Tremaine LLP		
<b>Address Line 2:</b>	1501 Fourth Avenue, Suite 2600		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		

**CH \$165.00 2663574**

NAME OF SUBMITTER:	Kristine Fyfe, IP Paralegal
Signature:	/KristineFyfe/
Date:	06/22/2005
<b>Total Attachments: 4</b> source=Trademark Assignment - Clearwire Technologies to Clearwire Corporation#page1.tif source=Trademark Assignment - Clearwire Technologies to Clearwire Corporation#page2.tif source=Trademark Assignment - Clearwire Technologies to Clearwire Corporation#page3.tif source=Trademark Assignment - Clearwire Technologies to Clearwire Corporation#page4.tif	

## Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (This "Agreement") is dated as of June 20, 2005, and is by and between CLEARWIRE CORPORATION, a Delaware corporation ("Clearwire"), and CLEARWIRE TECHNOLOGIES, INC., a Delaware corporation and a wholly owned subsidiary of Clearwire ("CTI").

1. Definitions. For the purposes of this Agreement, the following term shall have the meaning specified herein.

"Intellectual Property" shall mean all patents, trademarks, trade names, service marks, copyrights, technology, know-how, trade secrets, processes or methodologies, or similar rights or interests, arising under any applicable law or authority owned or held by CTI, together with all applications and registrations therefor, including without limitation those identified in Exhibit A attached hereto, but not including any assets or rights related to wireless communication spectrums.

2. Assignment of Intellectual Property. CTI hereby irrevocably conveys, assigns, transfers, and delivers to Clearwire, as a dividend distribution, all of CTI's right, title, and interest in and to the Intellectual Property, together with the goodwill associated with the trademarks, trade names, and service marks, and in the case of any trademark or service mark applications based on intent to use, as part of a transfer of the ongoing business to which the mark pertains, to have and to hold the same unto Clearwire, its successors and assigns, to its and their own use and benefit forever.

3. Acceptance. Clearwire hereby accepts, as of the date hereof, the assignment, transfer, and conveyance of the Intellectual Property.

4. Further Assurances. On and after the date hereof, CTI shall, at Clearwire's request, execute and deliver all such acknowledgments and other instruments as may be reasonably necessary or appropriate to fully and effectively carry out the transactions contemplated hereby.

5. Assumption of Liabilities. Clearwire hereby irrevocably assumes and agrees to perform and discharge all liabilities relating to the Intellectual Property in accordance with their respective terms.

6. Power of Attorney. CTI hereby irrevocably names, constitutes, and appoints Clearwire and Clearwire's officers, agents, employees, and representatives as its duly authorized attorney and agent with full power and authority to endorse, in CTI's name, any checks relating to the Intellectual Property, and to execute and deliver any documents required to further secure Clearwire's right and interest in the Intellectual Property and to maintain the validity of Clearwire's right and interest in the Intellectual Property.

7. Amendments and Waivers. None of the terms or provisions of this Agreement may be waived, altered, modified, or amended except by an instrument in writing duly executed by the

parties hereto.

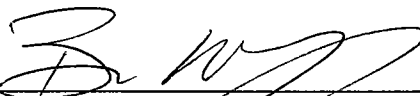
8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

9. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.


10. Headings; Counterparts. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and such counterparts may be delivered by facsimile.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLEARWIRE CORPORATION

By:   
Name: BEN WOLFF  
Title: EXECUTIVE VP

CLEARWIRE TECHNOLOGIES, INC.

By:   
Name: BEN WOLFF  
Title: EXECUTIVE VP

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 20<sup>th</sup> day of JUNE, 2005, before me, a Notary Public in and for the State of Washington, personally appeared BEN WOLFF, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, and on oath stated that he was authorized to execute the instrument, and acknowledged it as the [title] of CLEARWIRE TECHNOLOGIES, INC. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Lori J. Hawk  
NOTARY PUBLIC in and for the State of Washington, residing at  
My appointment expires 12-22-08  
Print Name LORI J. HAWK

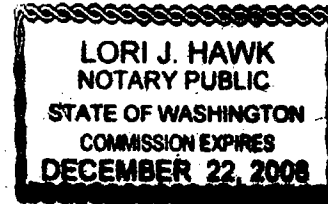


EXHIBIT A

TRADEMARK APPLICATIONS AND REGISTRATIONS  
OWNED BY CLEARWIRE TECHNOLOGIES, INC.

TRADEMARK	COUNTRY	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	STATUS
CLEARWIRE	United States	2,663,574	December 17, 2002	REGISTERED
CLEARWIRE	United States	2,741,551	July 29, 2003	REGISTERED
CLEARWIRE	United States	78/425734	May 26, 2004	PENDING
CLEARWIRE (Stylized)	United States	78/410839	April 29, 2004	PENDING
THE FREEDOM OF SPEED	United States	76/485012	January 23, 2003	PENDING
INTERAIR	United States	2,280,501	September 28, 1999	REGISTERED
CLEARWIRE	International application designating China, Japan, Norway, Romania, Switzerland	831855	May 27, 2004	REGISTERED
CLEARWIRE	Brazil	826633315	June 7, 2004	PENDING
CLEARWIRE	Canada	1219230	June 4, 2004	PENDING
CLEARWIRE	European Community	3900991	June 25, 2004	PENDING
CLEARWIRE	Mexico	665258	July 7, 2004	PENDING
CLEARWIRE	Thailand	557750	July 5, 2004	PENDING