

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clearwire Corporation		07/03/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Morgan Stanley & Co., Inc., as Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	78763544	C.COM
Serial Number:	78570016	CLEARBUNDLE
Serial Number:	78736699	CLEARCAST
Serial Number:	78570028	CLEARENTERTAINMENT
Serial Number:	78410838	CLEARMAX
Serial Number:	78570030	CLEARMOBILE
Serial Number:	78570033	CLEARMOBILITY
Serial Number:	78570020	CLEARMOVIES
Serial Number:	78570025	CLEARMUSIC
Serial Number:	78630480	CLEARPLUGS
Serial Number:	78570023	CLEARTV
Serial Number:	78569029	CLEARVOICE
Serial Number:	78410837	CLEARWIFI
Serial Number:	78535394	CLEARWIFI

OP \$890.00 78763544

Serial Number:	78960143	CLEARWING
Serial Number:	76485012	THE FREEDOM OF SPEED
Serial Number:	78578618	VOICEMAX
Serial Number:	78578613	WIFLEX
Serial Number:	77155614	A SIMPLER WAY TO INTERNET
Serial Number:	77155616	A SIMPLER WAY TO INTERNET
Serial Number:	77155622	A SIMPLER WAY TO INTERNET
Serial Number:	77192424	CLEAR CARD
Serial Number:	77192423	CLEARCARD
Registration Number:	3055307	CLEARBUSINESS
Registration Number:	3055306	CLEARCLASSIC
Registration Number:	3055305	CLEARPREMIUM
Registration Number:	3055308	CLEARVALUE
Registration Number:	2663574	CLEARWIRE
Registration Number:	2741551	CLEARWIRE
Registration Number:	3130740	CLEARWIRE
Registration Number:	2964098	CLEARWIRE
Registration Number:	2555472	ROVER WIRELESS
Registration Number:	2575931	ROVER WIRELESS
Registration Number:	2609173	ROVER WIRELESS
Registration Number:	2654968	ROVER

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	065660/0203
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/13/2007

Total Attachments: 7

source=CirWiTSI#page1.tif

source=CirWiTSI#page2.tif

source=CirWiTSI#page3.tif

source=CirWiTSI#page4.tif

source=CirWiTSI#page5.tif

source=CirWiTSI#page6.tif

source=CirWiTSI#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 3, 2007 is made by CLEARWIRE CORPORATION, a Delaware corporation, located at 4400 Carillon Point, Kirkland, Washington 98033 (the "Borrower"), in favor of MORGAN STANLEY & CO., INC., a Delaware corporation, located at 1585 Broadway, New York, New York 10036, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Guarantee and Collateral Agreement, dated as of July 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Agent, and Morgan Stanley Senior Funding, Inc., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of July 3, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 3rd day of July, 2007.

CLEARWIRE CORPORATION
as Borrower

By: *John A. Butler*
Name: John A. Butler
Title: Executive Vice President &
Chief Financial Officer

MORGAN STANLEY & CO., INC.
as Collateral Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 3rd day of July, 2007.

CLEARWIRE CORPORATION
as Borrower

By: _____
Name: John A. Butler
Title: Executive Vice President &
Chief Financial Officer

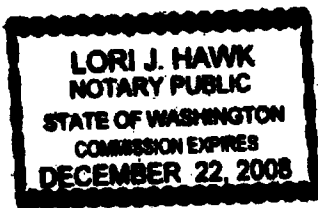
MORGAN STANLEY & CO., INC.
as Collateral Agent for the Lenders

By: Andrew W. Earl
Name: ANDREW EARL
Title: M.D.

ACKNOWLEDGMENT OF BORROWER

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On the 10th day of July, 2007, before me personally came JOHN BATES, who is personally known to me to be the VP & CFO of Clearwire Corporation, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP & CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



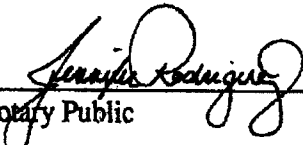
Lori J. Hawk
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
) ss
COUNTY OF Westchester)

On the 9th day of July, 2007, before me personally came Andrew W. Earis, who is personally known to me to be the Managing Director of Morgan Stanley & Co., Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Managing Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

JENNIFER RODRIGUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6153988
Qualified in Westchester County
Certificate Filed in New York County
My Commission Expires October 23, 2010

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
c.com	Ser. No. 78/763,544
CLEARBUNDLE	Ser. No. 78/570,016
CLEARCAST	Ser. No. 78/736,699
CLEARENTERTAINMENT	Ser. No. 78/570,028
CLEARMAX	Ser. No. 78/410,838
CLEARMOBILE	Ser. No. 78/570,030
CLEARMOBILITY	Ser. No. 78/570,033
CLEARMOVIES	Ser. No. 78/570,020
CLEARMUSIC	Ser. No. 78/570,025
CLEARPLUGS	Ser. No. 78/630,480
CLEARTV	Ser. No. 78/570,023
CLEARVOICE	Ser. No. 78/569,029
CLEARWIFI	Ser. No. 78/410,837
CLEARWIFI (stylized)	Ser. No. 78/535,394
CLEARWING	Ser. No. 78/960,143
THE FREEDOM OF SPEED	Ser. No. 76/485,012
VOICEMAX	Ser. No. 78/578,618
WIFLEX	Ser. No. 78/578,613
A SIMPLER WAY TO INTERNET	Ser. No. 77/155,614
A SIMPLER WAY TO INTERNET	Ser. No. 77/155,616
A SIMPLER WAY TO INTERNET	Ser. No. 77/155,622
CLEAR CARD	Ser. No. 77/192,424
CLEARCARD	Ser. No. 77/192,423
CLEARBUSINESS	Reg. No. 3,055,307
CLEARCLASSIC	Reg. No. 3,055,306
CLEARPREMIUM	Reg. No. 3,055,305
CLEARVALUE	Reg. No. 3,055,308
CLEARWIRE	Reg. No. 2,663,574
CLEARWIRE	Reg. No. 2,741,551
CLEARWIRE	Reg. No. 3,130,740
CLEARWIRE (stylized)	Reg. No. 2,964,098
ROVER WIRELESS	Reg. No. 2,555,472
ROVER WIRELESS	Reg. No. 2,575,931
ROVER WIRELESS	Reg. No. 2,609,173
ROVER	Reg. No. 2,654,968