

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
Winbeam LLC		12/21/2007	LIMITED LIABILITY COMPANY: NEVADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2564329	WINBEAM	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, 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:	065660/0219		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/ml/		

OP \$40.00 2564329

Date:

01/10/2008

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 21, 2007 is made by WINBEAM LLC, a Nevada limited liability company, located at 302 West Otterman Street, Greensburg, Pennsylvania 15601 (the "Obligor"), 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 Credit Agreement, dated as of July 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CLEARWIRE CORPORATION, a Delaware corporation, located at 4400 Carillon Point, Kirkland, Washington 98033 and indirect parent of Obligor ("Borrower"), the Lenders, the Agent, and Morgan Stanley Senior Funding, Inc., as Administrative Agent, and the Assumption Agreement, dated December 21, 2007, entered into by the Obligor.

WITNESSETH:

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;

WHEREAS, in connection with the Credit Agreement, certain subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of July 3, 2007, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, the Obligor has executed and delivered an Assumption Agreement, dated December 21, 2007, in order to become a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor 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 Obligor 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 Obligor 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, the Guarantee and Collateral Agreement, and the Assumption Agreement.

SECTION 2. Grant of Security Interest. The Obligor 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 Obligor'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 Obligor 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 Obligor 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, the Guarantee and Collateral Agreement, and the Assumption 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 8 day of January, 2008.

WINBEAM LLC
as Obligor

By: John Butler
Name: JOHN BUTLER
Title: CFO

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 7 day of January, 2008.

WINBEAM LLC
as Obligor

By: _____
Name:
Title:

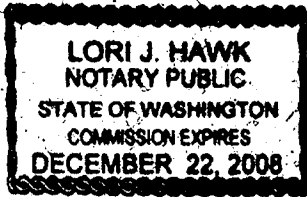
MORGAN STANLEY & CO., INC.
as Collateral Agent for the Lenders

By: Andrew W. Carlis
Name: ANDREW CARLIS
Title: MD

ACKNOWLEDGMENT OF OBLIGOR

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On the 8th day of JANUARY, 2008, before me personally came JOHN BUTLER, who is personally known to me to be the CFO of Winbeam LLC, a Nevada limited liability company; who, being duly sworn, did depose and say that she/he is the _____ in such limited liability company, the limited liability company 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 limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.



Lori J. Hawk
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
) ss
COUNTY OF Queens)

On the 7 day of January, 2008, before me personally came Andrew Earls, 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)

PAULA GRIFFIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR4963154
Qualified in Queens County
My Commission Expires November 06, 2010

SCHEDULE A

U.S. Trademark Registration

<u>Trademark</u>	<u>Registration Number</u>
WINBEAM	2,564,329