

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the citizenship of the assignee corporation previously recorded on Reel 003680 Frame 0741. Assignor(s) hereby confirms the citizenship of the Clearwire Corporation is Delaware.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rover Wireless Corporation		06/28/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Clearwire Corporation
Street Address:	4400 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2555472	ROVER WIRELESS
Registration Number:	2575931	ROVER WIRELESS
Registration Number:	2609173	ROVER WIRELESS
Registration Number:	2654968	ROVER

CH \$115.00 2555472

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (206) 359 - 8000
 Email: pctrademarks@perkinscoie.com
 Correspondent Name: Grace Han Stanton
 Address Line 1: 1201 Third Avenue, Suite 4800
 Address Line 4: Seattle, WASHINGTON 98101-3099

ATTORNEY DOCKET NUMBER:	57599-4000.0000.GX60
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NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	03/06/2008

Total Attachments: 14

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12/18/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																	
CONVEYING PARTY DATA																		
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ATTORNEY DOCKET NUMBER:	57599-4000.0000.GX60																	
NAME OF SUBMITTER:	Grace Han Stanton																	

CH \$115.00 2555472

TO: GRACE HAN STANTON COMPANY 201 THIRD AVENUE, SUITE 4800

Signature:	/Grace Han Stanton/
Date:	12/18/2007
Total Attachments: 3 source=Rover Wireless Short form Assignment#page1.tif source=Rover Wireless Short form Assignment#page2.tif source=Rover Wireless Short form Assignment#page3.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into between, on the one hand, Rover Wireless Corporation, a Florida corporation, and each of its subsidiaries, (collectively, "RW"), and on the other hand, Clearwire Corporation, a Delaware Corporation, and each of its subsidiaries, (collectively, "Clearwire"). This Agreement is effective as of June 28, 2007 (the "Effective Date").

WHEREAS, RW owns all right, title, and interest in and to the trademarks, Rover, and Rover Wireless for use in connection with the goods and services set forth on Attachment A, together with the U.S trademark registrations therefor (the "Marks or Trademarks").

WHEREAS, RW desires to transfer its rights in the Trademarks to Clearwire, and Clearwire desires to accept such assignment;

NOW THEREFORE, in consideration for the mutual promises set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Transfer and Assignment:

1.1 Conveyance of Rights. Contemporaneously with the execution of this Agreement, RW will execute the trademark

assignment document attached hereto as Exhibit A, which assigns to Clearwire all of RW's worldwide right, title and interest in and to the Trademarks, including the goodwill associated therewith. In addition, RW will transfer to Clearwire the domain names, roverwireless.com and roverwireless.net, provided that in the case of rovewireless.net, such transfer will take place within one year from the Effective Date of this Agreement, the exact date of transfer to be determined solely by RW. In the event RW ceases to do business it agrees to assign all roverwireless domain name registrations to Clearwire.

1.2 Cooperation. RW will cooperate with and assist Clearwire to apply for and execute any applications, transfer, and registration forms, and/or assignments reasonably necessary to obtain any applications, registrations or transfer of registrations for the Trademarks or domain name assignment. All such actions shall be made at Clearwire expense. Clearwire expense, payable to RW, shall include all attorneys fees paid by RW in connection with the negotiation of this Agreement.

1.3 Further Assurances. RW will execute and deliver, from time to time after the date hereof upon the request of Clearwire, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Trademarks. All such

actions shall be made at Clearwire's expense.

1.4 RW shall retain the right to use the "iguana" logo and the "atomic" logo in association with any of its trademarks and Clearwire may also use the "iguana" logo and "atomic" logo in connection with the Marks transferred to it under this Agreement.

1.5 Clearwire may adopt and file a trademark registration application for the mark ROVER WIRELESS for e-mail services. RW will cooperate, as necessary, to aid Clearwire in obtaining trademark registration for said mark, all at Clearwire's expense.

Section 2. Representations and Warranties

2.1 RW represents and warrants that RW owns and has the right to transfer or convey title to the Trademarks and the Domain Names and that it has in no other way encumbered the Trademarks or Domain Names.

2.2 RW represents and warrants that, upon consummation of this Agreement, Clearwire shall have good title to the Trademarks and Domain Names, free and clear of any and all claim or charges of any nature whatsoever.

2.3. The warranties set forth above are exclusive and in lieu of all other warranties, whether express or implied, including any warranty of non-infringement, which is expressly disclaimed by RW.

Section 3. Consideration.

3.1 In consideration for the assignment granted herein, Clearwire will pay to RW, within ten (10) days of the Effective Date, the sum of fifty thousand dollars (\$50,000).

3.2 In the event Clearwire ceases to use (as defined in Section 4.3) the Marks (as set forth in Exhibit A) then Clearwire shall grant RW an option to repurchase the Marks for \$50,000.

Section 4. Licensed Use of Trademark.

4.1 Clearwire grants to RW a limited non-exclusive, non-transferable, royalty free license, with no right to sub-license, to use the Marks in the Territory solely in connection with the goods and services offered by RW as of the Effective Date of this Agreement and in accordance with this Section. RW agrees that its use of the Marks: (i) will comply, with reasonable Clearwire identity standards, which Clearwire may provide from time to time; (ii) must be presented to Clearwire and receive written approval from Clearwire prior to any use other than is currently used in the market place; and (iii) will inure to the benefit of Clearwire. The Marks are proprietary and nothing in this Agreement constitutes the grant of a general license for their use but rather only a limited license as set forth above. RW acquires no right, title or interest in the Marks or the goodwill associated

therewith. RW agrees not to (i) attack the Marks, nor assist anyone in attacking them and (ii) make any application to register the Marks, nor to use any confusingly similar trademark, service mark, trade name, iconography, or derivation thereof, during the term of this agreement and thereafter except as expressly set forth in this Agreement.

4.2 RW owns, uses and has registered existing trademarks which include the word "Rover". Clearwire hereby confirms that said existing RW trademarks do not violate any terms of this Agreement. In addition, RW may adopt, use, and register additional new trademarks, without permission from Clearwire, that use the word ROVER together with another word or phrase, so long as the other word or phrase does not use the word "wireless", and such adoption, use and registration shall not violate the terms of this Agreement.

4.3 In the event that RW ceases use of any of its existing or additional trademarks owned by RW, RW will grant Clearwire a right of first refusal to purchase such trademarks. Ceasing use of any trademarks by RW or ceasing use of the Marks by Clearwire, as set forth in paragraph 3.2, shall be defined as written notice sent by one party to the other, specifically stating that they are ceasing use of certain specifically named trademarks. The sale to, merger with or acquisition by a third party entity, of RW or

Clearwire, or any subsidiary, division, asset, or portion thereof, shall not constitute ceasing to use any trademark or Mark referred to in this Agreement.

4.4 Restrictions. RW agrees to only use the Marks within the Territory and may not use the Marks for any other business purpose other than its own as of the Effective Date. In addition the Marks may not be sublicensed to any third party or entity without the express written permission of Clearwire. For purposes of this Agreement, Territory shall mean the World.

4.5 Termination. Clearwire may terminate the license set forth in 4.1 upon written notice in the event of a material breach of this Agreement by RW, which remains uncured after sixty (60) days written notice thereof.

Section 5. Miscellaneous

5.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.


5.2 In the event an action is brought by Clearwire this Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event an action is brought by RW this Agreement shall be governed by, and construed in accordance with the laws of the State of Washington.

5.3 This Agreement merges and supersedes all prior and

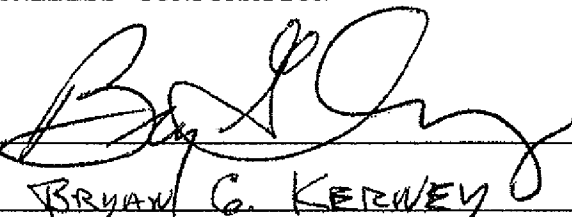
contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or individually, as the case may be.

CLEARWIRE CORPORATION

By: 
Name: BRADY Hodder
Title: Vice President & General Counsel

ROVER WIRELESS CORPORATION

By: 
Name: BRYAN G. KERVEY
Title: Pres 6/28/07

CW
LEGAL
DW

Exhibit A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into between, on the one hand, Rover Wireless Corporation, a Florida corporation, and each of its subsidiaries, (collectively, "RW"), and on the other hand, Clearwire Corporation ("CLEARWIRE"), a Washington corporation. This Agreement is effective as of June 28, 2007 (the "Effective Date").

WHEREAS, RW owns all right, title, and interest in and to the trademarks Rover and Rover Wireless, together with the following U.S. trademark registrations therefor, for the following goods and services: (the "Trademarks"):

Reg. No. 2,555,472: IC 009. Wireless information transmission systems comprised of servers, mobile and desk top computers, wireless transmission hardware and software for providing wireless transmission to the internet and software to operate browser based applications on central servers. IC 042. Application service provider, namely hosting computer software applications on a computer network for others to access.

Reg. No. 2,575,931: IC 042. Application service provider, namely hosting computer software applications

on a computer network for others to access.

Reg. No. 2,609,173: IC 009. Wireless information transmission systems comprised of servers, mobile and desk top computers, wireless transmission hardware and software for providing wireless transmission to the internet and access to central servers and software for accessing browser based applications on central servers. IC 042. Application service provider, namely hosting computer software applications on a computer network for others to access.

Reg. No. 2,654,968: IC 042. Application service provider, namely hosting computer software applications on a computer network for others to access.

WHEREAS, RW desires to transfer its rights in the Trademarks to Clearwire, and Clearwire desires to accept such assignment;

NOW THEREFORE, in consideration for the mutual promises set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1.1 Conveyance of Rights. RW hereby sells and assigns to Clearwire, pursuant to the terms of this Agreement, all of RW's

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worldwide right, title and interest in and to the Trademarks, including the goodwill associated therewith.

1.2 Consent to Filing. RW consents to Clearwire's filing of this Trademark Assignment with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or individually, as the case may be.

CLEARWIRE CORPORATION

By: 

Name: BRAD HADDEN

Title: V.P. General Counsel

Rover Wireless Corporation

By: 

Name: BYRAN C. KEARNEY

Title: Pres