

**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 Communications LLC, on behalf of Clearwire Legacy LLC		01/21/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	77552877	CLEAR
Serial Number:	77553670	CLEARMAX
Serial Number:	77420324	ROVER
Serial Number:	77420325	ROVER
Serial Number:	77243712	CLEAR MEDIA
Serial Number:	77258014	PERSONAL BROADBAND
Serial Number:	77357279	LIFE GOES ONLINE
Serial Number:	77355133	LIFE UNWIRED

**CORRESPONDENCE DATA**

Fax Number: (650)251-5002  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-251-5054  
 Email: jnull@stblaw.com  
 Correspondent Name: Noah Richmond

OP \$215.00 77552877

Address Line 1: 2550 Hanover St.  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	065660/0250
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	01/23/2009

**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 January 21, 2009 is made by CLEARWIRE COMMUNICATIONS LLC, a limited liability company, located at 4400 Carillon Point, Kirkland, Washington 98033 (the “Borrower”), on behalf of CLEARWIRE LEGACY LLC, a Delaware limited liability company, also located at 4400 Carillon Point, Kirkland, Washington 98033 (the “Trademark Owner”) 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.

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; 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”); and

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 (as herein defined); and

WHEREAS, Trademark Owner is the registered owner of the Trademarks and a wholly owned subsidiary of Borrower; and

WHEREAS, the Borrower has the authority to execute a grant of security interests in the Trademarks on behalf of Trademark Owner and 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.

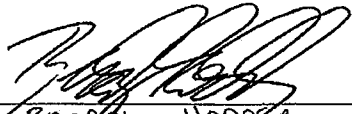
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms 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 21 day of January, 2009.

CLEARWIRE COMMUNICATIONS LLC  
as Borrower, on behalf of  
CLEARWIRE LEGACY LLC,  
as Trademark Owner

By:   
Name: CROSBY HOOD  
Title: SVP, GENERAL COUNSEL & SECRETARY

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

By: \_\_\_\_\_  
Name:  
Title:

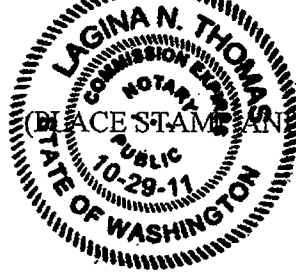
ACKNOWLEDGMENT OF BORROWER

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On the 21<sup>st</sup> day of January, 2009, before me personally came BRADY HODDER, who is personally known to me to be the SVP, GC & SECRETARY of Clearwire Communications LLC, a limited liability company; who, being duly sworn, did depose and say that she/he is the SVP, GC & SECRETARY 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)

TRADEMARK

REEL: 003923 FRAME: 0979

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this \_\_\_ day of ~~December~~ January, 2008-2009.

CLEARWIRE CORPORATION COMMUNICATIONS  
LLC

as Borrower, on behalf of  
CLEARWIRE LEGACY LLC,  
as Trademark Owner

By: \_\_\_\_\_  
Name:  
Title:

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

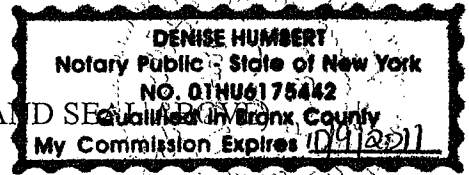
By: Stephen King  
Name: Stephen King  
Title: Executive Director

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York City

On the 20<sup>th</sup> day of ~~December~~ January, ~~2008-2009~~, before me personally came Stephen King, who is personally known to me to be the Executive Director of Morgan Stanley & Co., Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ 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.

Denise Humbert  
Notary Public



(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
CLEAR	Ser. No. 77/552,877
CLEARMAX	Ser. No. 77/553,670
ROVER	Ser. No. 77/420,324
ROVER	Ser. No. 77/420,325
CLEAR MEDIA	Ser. No. 77/243,712
PERSONAL BROADBAND	Ser. No. 77/258,014
LIFE GOES ONLINE	Ser. No. 77/357,279
LIFE UNWIRED	Ser. No. 77/355,133