

**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 Legacy LLC		06/08/2009	LIMITED LIABILITY COMPANY: 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: 7**

Property Type	Number	Word Mark
Serial Number:	77622810	
Serial Number:	77622804	
Serial Number:	77622802	CLEAR
Serial Number:	77622799	CLEAR
Serial Number:	77622763	SUPER FAST MOBILE INTERNET
Serial Number:	77619791	THE NEW INTERNET
Serial Number:	77619788	LET'S BE CLEAR

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7976  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Mindy M. Lok, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$190.00 77622810

Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	065660/0250
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	06/11/2009

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 8, 2009 is made by Clearwire Legacy LLC, a Delaware limited liability company located at 4400 Carillon Point, Kirkland, Washington 98033 (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").

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 21, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Clearwire Corporation, the parent of Obligor (the "Borrower"), the Lenders, the other parties thereto and the Agent, 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 the Obligor and certain other subsidiaries of the Borrower have 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 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 and the Guarantee and Collateral 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 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 thereunto duly authorized as of the day and year first above written.

CLEARWIRE LEGACY LLC

By:   
Name: HOPE F. COCHRAN  
Title: SVP, FINANCE AND TREASURER

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 thereunto duly authorized as of the day and year first above written.

CLEARWIRE LEGACY LLC

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

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

By:   
Name: **Stephen B. King**  
Title: **Executive Director**  
**Morgan Stanley & Co., Inc.**

ACKNOWLEDGMENT OF OBLIGOR

STATE OF )  
 ) ss  
COUNTY OF )

On the 8th day of June, 2009, before me personally came Hope Cochran, who is personally known to me to be the SRP, Finance + Treasurer of Clearwire Legacy LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the SRP, Finance + Treasurer 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.



C. N. T.  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

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

<b>Title</b>	<b>Registration Number/Application Number</b>
DESIGN ONLY	77/622,810
DESIGN ONLY	77/622,804
CLEAR AND DESIGN	77/622,802
CLEAR AND DESIGN	77/622,799
SUPER FAST MOBILE INTERNET	77/622,763
THE NEW INTERNET	77/619,791
LET'S BE CLEAR	77/619,788