

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
Clear Wireless Broadband LLC	FORMERLY Sprint Wireless Broadband Company 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: 4			
Property Type	Number	Word Mark	
Serial Number:	77574607	IMAGINE A HOTSPOT AS BIG AS A CITY	
Serial Number:	77574602	A HOTSPOT THE SIZE OF A CITY	
Serial Number:	77574596	A HOTSPOT AS BIG AS A CITY	
Serial Number:	77574588	IMAGINE A HOTSPOT THE SIZE OF A CITY	
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:	065660/0250		

OP \$115.00 77574607

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	06/11/2009
Total Attachments: 6 source=CLWBbTSl#page1.tif source=CLWBbTSl#page2.tif source=CLWBbTSl#page3.tif source=CLWBbTSl#page4.tif source=CLWBbTSl#page5.tif source=CLWBbTSl#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 9, 2009 is made by Clear Wireless Broadband LLC (f/k/a Sprint Wireless Broadband Company 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.

CLEAR WIRELESS BROADBAND LLC

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

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

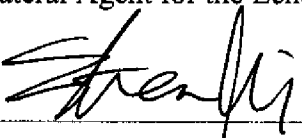
By: _____
Name:
Title:

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.

CLEAR WIRELESS BROADBAND 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 SVP, Finance & Treasurer of Clear Wireless Broadband LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the SVP, 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.



[Signature]
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Registration Number/Application Number
IMAGINE A HOTSPOT AS BIG AS A CITY	77/574,607
A HOTSPOT THE SIZE OF A CITY	77/574,602
A HOTSPOT AS BIG AS A CITY	77/574,596
IMAGINE A HOTSPOT THE SIZE OF A CITY	77/574,588