

# 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		11/24/2009	LIMITED LIABILITY COMPANY: DELAWARE
ClearMedia LLC		11/24/2009	LIMITED LIABILITY COMPANY: NEVADA
Clearwire Communications LLC		11/24/2009	LIMITED LIABILITY COMPANY: DELAWARE
Winbeam LLC		11/24/2009	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	TRUST: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2964098	CLEARWIRE	
Registration Number:	3565861	CLEARWIFI	
Registration Number:	3055307	CLEARBUSINESS	
Registration Number:	3055306	CLEARCLASSIC	
Registration Number:	3604333	CLEARENTERTAINMENT	
Registration Number:	3604334	CLEARMOBILE	
Registration Number:	3604332	CLEARMUSIC	
Registration Number:	3345288	CLEARPLUGS	

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TRADEMARK  
REEL: 004102 FRAME: 0178

Registration Number:	3055305	CLEARPREMIUM
Registration Number:	3604331	CLEARTV
Registration Number:	3055308	CLEARVALUE
Registration Number:	3506382	CLEARWIFI
Registration Number:	2741551	CLEARWIRE
Registration Number:	3130740	CLEARWIRE
Registration Number:	2654968	ROVER
Registration Number:	2564329	WINBEAM
Serial Number:	77342696	CLEAR365
Serial Number:	78569029	CLEARVOICE
Serial Number:	77395002	XOHM HERE. LIFE BETTER.

#### CORRESPONDENCE DATA

Fax Number: (202)408-3141

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-408-3121 x2348

Email: jberg@cscinfo.com

Correspondent Name: Jean Paterson

Address Line 1: 1090 Vermont Avenue, NW

Address Line 2: Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	198267 005+010
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/Jean Paterson/
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Date:	11/24/2009
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#### Total Attachments: 7

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**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**

**Additional Conveying Parties**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>
ClearMedia LLC	Nevada	Limited Liability Company
Clearwire Communications LLC	Delaware	Limited Liability Company
Winbeam LLC	Nevada	Limited Liability Company

## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of November 24, 2009, by CLEARWIRE COMMUNICATIONS LLC (the "Company"), CLEARWIRE FINANCE, INC. ("Finance Co" and together with the Company, the "Issuers"), all of the other Subsidiaries of the Issuers listed on the signature pages hereto (each such subsidiary being a "Guarantor" and, the Guarantors, Finance Co and the Company are referred to collectively as the "Pledgors"), and WILMINGTON TRUST FSB, as collateral agent (the "Collateral Agent"), pursuant to an indenture, dated as of November 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture").

### **WITNESSETH:**

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

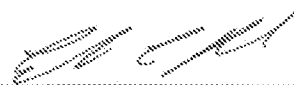
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

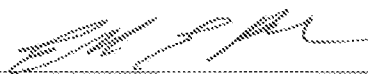
CLEARWIRE COMMUNICATIONS LLC

By:   
Name: Erik Pusch  
Title: CFO

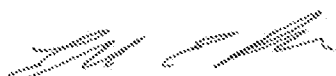
CLEARWIRE LEGACY LLC

By:   
Name: Erik Pusch  
Title: CFO

WINBEAM LLC

By:   
Name: Erik Pusch  
Title: CFO

CLEARMEDIA, LLC

By:   
Name: Erik Pusch  
Title: CFO

[Signature Page to the Trademark Security Agreement]

Accepted and Agreed:

WILMINGTON TRUST FSB,  
as Collateral Agent

By:

Name:

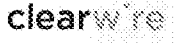

Title:

  
**Jane Schweiger**  
**Vice President**

[Signature Page to the Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

TRADEMARK	REGISTRATION NUMBER	OWNER
	2,964,098	Clearwire Legacy LLC
	3,565,861	Clearwire Legacy LLC
CLEARBUSINESS	3,055,307	Clearwire Legacy LLC
CLEARCLASSIC	3,055,306	Clearwire Legacy LLC
CLEARENTERTAINMENT	3,604,333	Clearwire Legacy LLC
CLEARMOBILE	3,604,334	Clearwire Legacy LLC
CLEARMUSIC	3,604,332	Clearwire Legacy LLC
CLEARPLUGS	3,345,288	Clearwire Legacy LLC
CLEARPREMIUM	3,055,305	Clearwire Legacy LLC
CLEARTV	3,604,331	Clearwire Legacy LLC
CLEARVALUE	3,055,308	Clearwire Legacy LLC
CLEARWIFI	3,506,382	Clearwire Legacy LLC
CLEARWIRE	2,741,551	Clearwire Legacy LLC
CLEARWIRE	3,130,740	Clearwire Legacy LLC
ROVER	2,654,968	Clearwire Legacy LLC
WINBEAM	2,564,329	Winbeam LLC

**Trademark Applications:**

TRADEMARK	APPLICATION NUMBER	OWNER
CLEAR365	77/342696	Clearmedia, LLC



TRADEMARK	APPLICATION NUMBER	OWNER
<b>CLEARVOICE</b>	78/569029	Clearwire Legacy LLC
<b>XOHM HERE. LIFE BETTER.</b>	77/395002	Clearwire Commu- nications LLC