

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co., Inc., as Collateral Agent		11/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clear Wireless Broadband LLC		
Street Address:	4400 Carillon Point		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	LIMITED LIABILITY COMPANY: 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

900148467

**TRADEMARK
 REEL: 004102 FRAME: 0323**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/24/2009
Total Attachments: 4 source=CWBbTR#page1.tif source=CWBbTR#page2.tif source=CWBbTR#page3.tif source=CWBbTR#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 24, 2009 from Morgan Stanley & Co., Inc., a Delaware corporation, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Clear Wireless Broadband LLC, a Delaware limited liability company with its principal place of business located at 4400 Carillon Point, Kirkland, Washington 98033 (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 3, 2007, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain trademark security agreement dated on or about June 8, 2009, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 11, 2009, at Reel 4002 and Frame 0623; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby (i) terminates the Security Agreement, (ii) terminates, cancels, releases and discharges its Security Interest in the Trademark Collateral, and (iii) re-assigns to Obligor any right, title or interest of the Agent in such Trademark Collateral.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MORGAN STANLEY & CO., INC.

By: 
Name: *Stephen B. King*
Title: *Executive Director*

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