

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| 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: | Clearwire Communications LLC | | |
| Street Address: | 4400 Carillon Point | | |
| City: | Kirkland | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98033 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77088082 | XOHM | |
| Serial Number: | 77212251 | XOHM | |
| Serial Number: | 77395002 | XOHM HERE. LIFE BETTER. | |
| 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 | | |
| NAME OF SUBMITTER: | Mindy M. Lok | | |

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REEL: 004102 FRAME: 0521

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| Signature: | /m/ |
| Date: | 11/24/2009 |
| Total Attachments: 4 source=CComTR#page1.tif source=CComTR#page2.tif source=CComTR#page3.tif source=CComTR#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 Clearwire Communications 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 0611; 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:

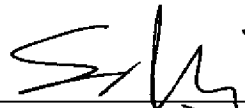
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning 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 |
|-------------------------|---|
| XOHM | 77/088,082 |
| XOHM AND DESIGN | 77/212,251 |
| XOHM HERE. LIFE BETTER. | 77/395,002 |