

TRADEMARK ASSIGNMENT

Electronic 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 Legacy LLC
Street Address:	4400 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
Entity Type:	LIMITED LIABILITY COMPANY: 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

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OP \$190.00 77622810

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ATTORNEY DOCKET NUMBER:	065660/0250
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/24/2009

Total Attachments: 4
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**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 Legacy 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 0417; 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:

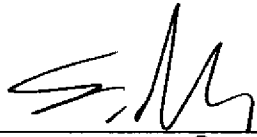
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning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