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JUL 22 2010
PATENT & TRADEMARK OFFICE

Form T-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

07-26-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103602763

Re 7/22/10
REC
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To the Director of the U. S. Patent and Trademark Office

Record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CLEARWIRE COMMUNICATIONS LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 28, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wilmington Trust FSB

Internal

Address: _____

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MS

Country: United States Zip: 55402-1544

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank/Trust Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/907778

B. Trademark Registration No.(s)

3,737,856

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maria M. Dellett

Internal Address: _____

Street Address: 4400 Carillon Point

City: Kirkland

State: WA Zip: 98033

Phone Number: (425) 216-7583

Fax Number: (425) 216-7776

Email Address: maria.dellett@clearwire.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

07/26/2010 DTIMBERL 00000052 77907778
Deposit Account Number

01 FC:8522

Authorized User Name

50.00

9. Signature:

Maria M. Dellett
Signature

July 1, 2010

Date

Maria M. Dellett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004248 FRAME: 0648

Record As of 7-1-10


ADDITIONAL NAMES OF CONVEYING PARTIES

NAME OF CONVEYING PARTY: CLEARWIRE FINANCE, INC.

CORPORATION – State of Delaware

Revised Schedule for Security Agreement

Trademark Registrations

TRADEMARK	REGISTRATION NO.	REG. DATE	OWNER
A HOTSPOT THE SIZE OF A CITY	3,737,856	January 12, 2010	Clear Wireless Broadband LLC
CLEAR365	3,722,961	December 8, 2009	Clearmedia, LLC
XOHM	3,715,678	November 24, 2009	Clearwire Communications LLC
XOHM.HERE. LIFE BETTER.	3,716,017	November 24, 2009	Clearwire Communications LLC
	3,728,909	December 22, 2009	Clearwire Communications LLC

Trademark Applications

TRADEMARK	APPLICATION NO.	FILING DATE	OWNER
CLEAR VOICE	77/907778	January 8, 2010	Clearwire Legacy LLC
ROVER PUCK	77/951094	March 4, 2010	Clearwire Legacy LLC

TRADEMARK	APPLICATION NO.	FILING DATE	OWNER
ROVER PULSE	77/951095	March 4, 2010	Clearwire Legacy LLC
SUPER FAST MOBILE INTERNET	77/920592	January 26, 2010	Clearwire Legacy LLC
G#	85003014	March 31, 2010	Clearwire Legacy LLC
GSharp	85003012	March 31, 2010	Clearwire Legacy LLC

07/01/2010
700440472Form PTO-1594 (Rev. 01-09)
OMB Collection 0851-0027 (exp. 02/28/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

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Internal _____

Address: _____

Street Address: 50 South Sixth Street, Suite 1290City: MinneapolisState: MSCountry: United States Zip: 55402-1544

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☐ General Partnership Citizenship _____
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Street Address: 4400 Carillon PointCity: KirklandState: WA Zip: 98033Phone Number: (425) 216-7583Fax Number: (425) 216-7776Email Address: maria.dellett@clearwire.com

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES

NAME OF CONVEYING PARTY: CLEARWIRE FINANCE, INC.

CORPORATION -- State of Delaware

TRADEMARK

REEL: 004248 FRAME: 0653

Trademark Security Agreement

Trademark Security Agreement, dated as of April 28, 2010, 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 Collateral Agreement dated November 24, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral 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 Collateral Agreement and used herein have the meaning given to them in the Collateral 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 Collateral 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 Collateral 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 Collateral Agreement, the provisions of the Collateral 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 Collateral 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:

HOPE F. COCHRAN

Title:

SVP, FINANCE AND TREASURER

CLEARWIRE LEGACY LLC

By: 

Name:

HOPE F. COCHRAN

Title:

SVP, FINANCE AND TREASURER

CLEAR WIRELESS LLC

By: 

Name:

HOPE F. COCHRAN

Title:

SVP, FINANCE AND TREASURER

CLEAR WIRELESS BROADBAND LLC

By: 

Name:

HOPE F. COCHRAN

Title:

SVP, FINANCE AND TREASURER

CLEARMEDIA LLC

By: 

Name:

HOPE F. COCHRAN

Title:

SVP, FINANCE AND TREASURER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

(See Attached)