

09-17-2010

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

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To the Director of the U. S. Patent and Trademark Office, Please 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) August 26, 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: MN

Country: United States Zip: 55402-1544

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Federal Bank 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)

85048518

B. Trademark Registration No.(s)

3,782,759

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:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$160.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number: 10000000000000000000

Authorized User Name: 10000000000000000000

9. Signature: Maria M. Dellett
Signature

September 10, 2010

Date

Maria M. Dellett

Name of Person Signing

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

8

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: 004280 FRAME: 0073

ATTACHMENT A
to TRADEMARK RECORDITON FORM COVER SHEET
ADDITIONAL NAMES OF CONVEYING PARTIES

ADDITIONAL CONVEYING PARTY: Clearwire Finance, Inc.

ATTACHMENT B
to TRADEMARK RECORDITON FORM COVER SHEET
ADDITIONAL PROPERTY NUMBERS

Property Type	Number	Word Mark
Registration	3,801,426	SUPER FAST MOBILE INTERNET
Application	85048517	ISPOT

Trademark Security Agreement

Trademark Security Agreement, dated as of August 26, 2010, of CLEARWIRE COMMUNICATIONS LLC (the "Company"), CLEARWIRE FINANCE, INC. ("Finance Co" and together with the Company, the "Issuers"), and 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"), in favor of 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, 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.

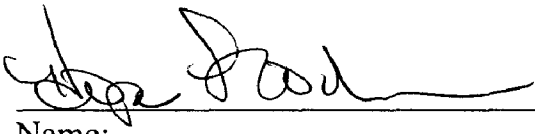
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

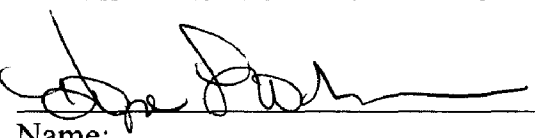
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


CLEAR WIRELESS LLC

By: 
Name: _____
Title: **HOPE F. COCHRAN**
SVP, FINANCE AND TREASURER

CLEARWIRE COMMUNICATIONS LLC

By: 
Name: _____
Title: **HOPE F. COCHRAN**
SVP, FINANCE AND TREASURER

CLEARWIRE FINANCE, INC.

By: 
Name: _____
Title: **HOPE F. COCHRAN**
SVP, FINANCE AND TREASURER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

(See Attached)

Trademark Registrations

TRADEMARK	REGISTRATION NO.	REG. DATE	OWNER
CLEAR	3,782,759	April 27, 2010	Clearwire Communica- tions LLC
SUPER FAST MOBILE INTERNET	3,801,426	June 8, 2010	Clearwire Communica- tions LLC

Trademark Applications

TRADEMARK	APPLICATION NO.	FILING DATE	OWNER
SPOTSTER	85048518	5/26/2010	Clearwire Communications LLC
ISPOT	85048517	5/26/2010	Clearwire Communications LLC