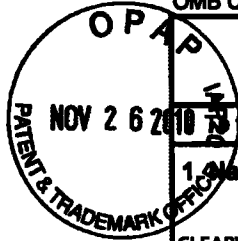


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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)U S DEPARTMENT OF COMMERCE
Patent and Trademark OfficeREC
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103612694

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) November 10, 2010

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

2. Name and address of receiving party(ies)

☐ Yes
☐ No

Additional names, addresses, or citizenship attached?

Name Wilmington Trust FSB

Internal _____

Address: _____

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

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Federal Bank Citizenship United StatesIf 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)

85/125885

B Trademark Registration No.(s)

3,815,427

Additional sheet(s) attached? ☒ Yes ☐ No

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

 Record kept:
 12/01/2010 MINNAPOLIS 8500045-3815427

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

Name Maria Dellett

Internal Address _____

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

6. Total number of applications and registrations involved

Total: 6 \$/5.00

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

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Maria Dellett

Name of Person Signing

12/01/2010 MINNAPOLIS 8500045-3815427

01 FC:8521

Date

02 FT:8522

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

48.00

25.00

 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 1460, Alexandria, VA 22313-1460


 TRADEMARK
 REEL: 004416 FRAME: 0663

**ATTACHMENT A to the
TRADEMARK RECORDATION FOR COVER SHEET**

**NAME OF CONVEYING PARTY: CLEARWIRE FINANCE, INC.
CORPORATION: Delaware**

**ATTACHMENT B to the
TRADEMARK RECORDATION FOR COVER SHEET**

ADDITIONAL PROPERTY NUMBERS

Property Type	Number	Work Mark
Application	85/125903	
Application	85/125912	ROVER STICK
Application	85/125914	ROVER STICK
Application	85/089883	THREADS

Trademark Security Agreement

Trademark Security Agreement, dated as of November 10, 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,

CLEARWIRE COMMUNICATIONS LLC

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

CLEARWIRE FINANCE, INC.

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS



(See Attached)

Trademark Security Agreement Update Q3 2010

Trademark Registrations

TRADEMARK	REGISTRATION NO.	REG. DATE	OWNER
CLEAR Spot	3,815,427	July 6, 2010	Clearwire Communications LLC

Trademark Applications

TRADEMARK	APPLICATION NO.	FILING DATE	OWNER
 gover	85/125885	September 9, 2010	Clearwire Communications LLC
 gover	85/125903	September 9, 2010	Clearwire Communications LLC
ROVER STICK	85/125912	September 9, 2010	Clearwire Communications LLC
ROVER STICK	85/125914	September 9, 2010	Clearwire Communications LLC
THREADS	85/089883	July 21, 2010	Clearwire Communications LLC

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