

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clearwire Legacy LLC		12/09/2010	LIMITED LIABILITY COMPANY: DELAWARE
Clearwire Communications LLC		12/09/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Second-Priority Collateral Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-1544
Entity Type:	Trust Company: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3506382	CLEARWIFI
Registration Number:	3565861	CLEARWIFI
Registration Number:	3130740	CLEARWIRE
Registration Number:	2741551	CLEARWIRE
Registration Number:	2964098	CLEARWIRE
Registration Number:	3715678	XOHM
Registration Number:	3728909	XOHM
Registration Number:	3716017	XOHM HERE. LIFE BETTER.
Registration Number:	3737856	A HOTSPOT THE SIZE OF A CITY
Registration Number:	3782759	CLEAR
Registration Number:	3055307	CLEARBUSINESS

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Registration Number:	3055306	CLEARCLASSIC
Registration Number:	3604333	CLEARENTERTAINMENT
Registration Number:	3604334	CLEARMOBILE
Registration Number:	3604332	CLEARMUSIC
Registration Number:	3055305	CLEARPREMIUM
Registration Number:	3604331	CLEARTV
Registration Number:	3055308	CLEARVALUE
Registration Number:	3801426	SUPER FAST MOBILE INTERNET
Registration Number:	2564329	WINBEAM
Registration Number:	3815427	CLEAR SPOT
Registration Number:	3722961	CLEAR365
Registration Number:	3345288	CLEARPLUGS
Registration Number:	2654968	ROVER
Serial Number:	85003012	GSHARP
Serial Number:	77622802	CLEAR
Serial Number:	77622799	CLEAR
Serial Number:	77622804	
Serial Number:	77420325	ROVER
Serial Number:	77420324	ROVER
Serial Number:	77552877	CLEAR
Serial Number:	77820915	CLEAR HERE. LIFE BETTER.
Serial Number:	85003014	G#
Serial Number:	77619788	LET'S BE CLEAR
Serial Number:	77622810	
Serial Number:	85125903	ROVER
Serial Number:	85125885	ROVER
Serial Number:	77951094	ROVER PUCK
Serial Number:	77951090	ROVER PUCK
Serial Number:	77951095	ROVER PULSE
Serial Number:	77951091	ROVER PULSE
Serial Number:	85125914	ROVER STICK
Serial Number:	85125912	ROVER STICK
Serial Number:	85048517	ISPOT
Serial Number:	85048518	SPOTSTER
Serial Number:	85089883	THREADS

Serial Number:

77357279

LIFE GOES ONLINE

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

606894-010

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

12/13/2010

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 Legacy LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other Limited Liability Company

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 12/09/2010

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Trademark Security Agmt

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust FSB, as Second-Priority

Internal

Address: Collateral Agent

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: Minnesota

Country: USA Zip: 55402-1544

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Trust Company Citizenship USA - Delaware

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)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

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: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

47

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy

Signature

JAMES P. MURPHY

Name of Person Signing

December 10, 2010

Date

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

9

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>
Clearwire Communications LLC	Delaware	Limited Liability Company

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement (“Trademark Security Agreement”), dated as of December 9, 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 second lien collateral agent (the “Collateral Agent”), pursuant to an indenture, dated as of December 9, 2010 (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security 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 Security Agreement and used herein have the meaning given to them in the Security 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 Security 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 Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. The lien and security interest in the Collateral granted to the

Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder with respect to the Collateral is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

The lien and security interest created by [this Agreement] on the property described herein is junior and subordinate, in accordance with the provisions of the Intercreditor Agreement dated as of December 9, 2010, among Wilmington Trust FSB, in its capacity as First-Priority Collateral Agent, November 2009 Trustee and First-Priority Representative, Wilmington Trust FSB, in its capacity as December 2009 Trustee, Wilmington Trust FSB, in its capacity as Second-Priority Collateral Agent, Second-Priority Trustee and Second-Priority Representative, Clearwire Communications LLC, Clearwire Finance, Inc. and the other Grantors referred to therein, as amended from time to time, to the liens and security interests on such property created by any similar instrument now or hereafter granted to Wilmington Trust FSB, as First-Priority Collateral Agent and November 2009 Trustee, and Wilmington Trust FSB, as December 2009 Trustee, under the First-Priority Documents, and each of their successors and assigns, in such property.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security 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 of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

CLEARWIRE COMMUNICATIONS LLC


By: 
Name: Hope F. Cochran
Title: Senior Vice President, Finance & Treasurer

CLEARWIRE FINANCE, INC.

By: 
Name: Hope F. Cochran
Title: Senior Vice President, Finance & Treasurer

CLEARWIRE LEGACY LLC

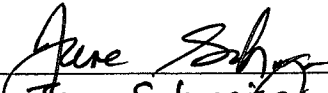
By: Clearwire Communications, LLC, as manager

By: 
Name: Hope F. Cochran
Title: Senior Vice President, Finance & Treasurer

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[Signature Page to Trademark Security Agreement for Second Lien Notes]

WILMINGTON TRUST FSB
as Second-Priority Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement for Second Lien Notes]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Title	Owner	Registration No.	Registration Date
CLEARWIFI	Clearwire Communications LLC	3506382	09/23/2008
CLEARWIFI (Stylized)	Clearwire Communications LLC	3565861	01/20/2009
CLEARWIRE	Clearwire Communications LLC	3130740	08/15/2006
CLEARWIRE	Clearwire Communications LLC	2741551	07/29/2003
CLEARWIRE (Stylized)	Clearwire Communications LLC	2964098	06/28/2005
XOHM	Clearwire Communications LLC	3715678	11/24/2009
XOHM (and Design)	Clearwire Communications LLC	3728909	12/22/2009
XOHM HERE. LIFE BETTER.	Clearwire Communications LLC	3716017	11/24/2009
A HOTSPOT THE SIZE OF A CITY	Clearwire Communications LLC	3737856	01/12/2010
CLEAR	Clearwire Communications LLC	3782759	04/27/2010
CLEARBUSINESS	Clearwire Communications LLC	3055307	01/31/2006
CLEARCLASSIC	Clearwire Communications LLC	3055306	01/31/2006
CLEARENTERTAINMENT	Clearwire Communications LLC	3604333	04/07/2009
CLEARMOBILE	Clearwire Communications LLC	3604334	04/07/2009
CLEARMUSIC	Clearwire Communications LLC	3604332	04/07/2009
CLEARPREMIUM	Clearwire Communications LLC	3055305	01/31/2006
CLEARTV	Clearwire Communications LLC	3604331	04/07/2009
CLEARVALUE	Clearwire Communications LLC	3055308	01/31/2006
SUPER FAST MOBILE INTERNET	Clearwire Communications LLC	3801426	06/08/2010
WINBEAM	Clearwire Communications LLC	2564329	04/23/2002
CLEAR SPOT	Clearwire Communications LLC	3815427	07/06/2010

CLEAR365	Clearwire Communications LLC	3722961	12/08/2009
CLEARPLUGS	Clearwire Communications LLC	3345288	11/27/2007
ROVER	Clearwire Communications LLC	2654968	11/26/2002

Trademark Applications:

Title	Owner	Application No.	Filing Date
GSHARP	Clearwire Communications LLC	85/003012 Published	03/31/2010
CLEAR (and Design)	Clearwire Communications LLC	77/622802 Opposed	11/26/2008
CLEAR (and Design)	Clearwire Communications LLC	77/622799 Opposed	11/26/2008
Miscellaneous Design	Clearwire Communications LLC	77/622804 Opposed	11/26/2008
ROVER	Clearwire Communications LLC	77/420325 Allowed	03/12/2008
ROVER	Clearwire Communications LLC	77/420324 Allowed	03/12/2008
CLEAR	Clearwire Communications LLC	77/552877 Allowed	08/21/2008
CLEAR HERE. LIFE BETTER.	Clearwire Communications LLC	77/820915 Allowed	09/04/2009
G#	Clearwire Communications LLC	85/003014 Allowed	03/31/2010
LET'S BE CLEAR	Clearwire Communications LLC	77/619788 Allowed	11/21/2008
Miscellaneous Design	Clearwire Communications LLC	77/622810 Allowed	11/26/2008
ROVER (and Design)	Clearwire Communications LLC	85/125903 Pending	09/09/2010
ROVER (and Design)	Clearwire Communications LLC	85/125885 Pending	09/09/2010
ROVER PUCK	Clearwire Communications LLC	77/951094 Pending	03/04/2010
ROVER PUCK	Clearwire Communications LLC	77/951090 Pending	03/04/2010
ROVER PULSE	Clearwire Communications LLC	77/951095 Pending	03/04/2010
ROVER PULSE	Clearwire Communications LLC	77/951091 Pending	03/04/2010
ROVER STICK	Clearwire Communications LLC	85/125914 Pending	09/09/2010
ROVER STICK	Clearwire Communications LLC	85/125912 Pending	09/09/2010
ISPOT	Clearwire Communications LLC	85/048517 Pending	05/26/2010
SPOTSTER	Clearwire Communications LLC	85/048518 Pending	05/26/2010

THREADS	Clearwire Commu- cations LLC	85/089883 Pending	07/21/2010
LIFE GOES ONLINE	Clearwire Legacy LLC	77/357279 Allowed	12/20/2007