

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY INTEREST																		
CONVEYING PARTY DATA																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Clearwire Communications LLC</td> <td></td> <td>08/11/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Clearwire Finance, Inc.</td> <td></td> <td>08/11/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Clearwire Communications LLC		08/11/2010	LIMITED LIABILITY COMPANY: DELAWARE	Clearwire Finance, Inc.		08/11/2010	CORPORATION: DELAWARE							
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CORRESPONDENCE DATA																			
Fax Number: (425)216-7776 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 4256365957 Email: victoria.burkhardt@clearwire.com Correspondent Name: Victoria Burkhardt Address Line 1: 4400 Carillon Point Address Line 4: Kirkland, WASHINGTON 98033																			

OP \$140.00 3966636

900199622

TRADEMARK
 REEL: 004604 FRAME: 0119

NAME OF SUBMITTER:	Victoria Burkhardt
Signature:	/Victoria Burkhardt/
Date:	08/12/2011
Total Attachments: 5 source=TrademarkSecurityAgreement08112011#page1.tif source=TrademarkSecurityAgreement08112011#page2.tif source=TrademarkSecurityAgreement08112011#page3.tif source=TrademarkSecurityAgreement08112011#page4.tif source=TrademarkSecurityAgreement08112011#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of August 11, 2011, 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: Hope Cochran

Title: Chief Financial Officer

CLEARWIRE COMMUNICATIONS LLC

By: 

Name: Hope Cochran

Title: Chief Financial Officer

CLEARWIRE FINANCE, INC.

By: 

Name: Hope Cochran

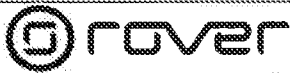

Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

(See Attached)

Trademark Security Agreement Update Q2 2011

Trademark Registrations

Title	Owner	Registration No.	Registration Date
Rover	Clearwire Communications	3,966,636	May 24, 2011
	Clearwire Communications	3,984,453	June 28, 2011
	Clearwire Communications	3,984,454	June 28, 2011
Rover Stick	Clearwire Communications	3,969,641	May 31, 2011
Rover Stick	Clearwire Communications	3,969,642	May 31, 2011