

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co. Inc.		01/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Winbeam LLC
Street Address:	1475 120th Avenue Northeast
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98005
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

Name:	Clearwire Communications LLC
Street Address:	1475 120th Avenue Northeast
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Clearwire Corporation
Street Address:	1475 120th Avenue Northeast
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2564329	WINBEAM
Registration Number:	3966636	ROVER

900213143

**TRADEMARK
 REEL: 004705 FRAME: 0392**

CH \$440.00 2564329

Registration Number:	3604333	CLEARENTERTAINMENT
Registration Number:	3604334	CLEARMOBILE
Registration Number:	3604332	CLEARMUSIC
Registration Number:	3345288	CLEARPLUGS
Registration Number:	3604331	CLEARTV
Registration Number:	3506382	CLEARWIFI
Registration Number:	3565861	CLEARWIFI
Registration Number:	3055307	CLEARBUSINESS
Registration Number:	3055306	CLEARCLASSIC
Registration Number:	3055305	CLEARPREMIUM
Registration Number:	3055308	CLEARVALUE
Registration Number:	2741551	CLEARWIRE
Registration Number:	3130740	CLEARWIRE
Registration Number:	2964098	CLEARWIRE
Registration Number:	2654968	ROVER

CORRESPONDENCE DATA

Fax Number: (212)446-6460
Phone: 2124464800
Email: hayley.smith@kirkland.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Hayley Smith, Senior Legal Assistant
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Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	42034-28
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	01/26/2012

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE is dated as of January 12, 2012 from Morgan Stanley & Co., Inc., a Delaware corporation, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Winbeam LLC, Clearwire Communications LLC, and Clearwire Corporation (collectively, the "Obligors").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 3, 2007, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to (1) that certain Grant of Security Interest in Trademark Rights dated July 3, 2007 (the "July 2007 Security Agreement"), (2) that certain Grant of Security Interest in Trademark Rights dated December 21, 2007 (the "December 2007 Security Agreement") and (3) that certain Grant of Security Interest in Trademark Rights dated January 21, 2009 (the "January 2009 Security Agreement") entered into by Agent and Obligors, Obligors, by reference to the Collateral Agreement, reaffirmed their intent to grant a security interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, (1) the July 2007 Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 003579, Frame 0891, (2) the December 2007 Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 003693, Frame 0521 and (3) the January 2009 Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 003923, Frame 0974; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligors' right, title and interest of every kind and nature as of the date hereof in the Trademarks, including the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby (i) terminates, cancels, releases and discharges its security interest and right of set off in the Trademark Collateral, and (ii) re-assigns to Obligor any other right, title or interest of the Agent in such Trademark Collateral.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MORGAN STANLEY & CO., LLC.

By: 

Name: Stephen B. King

Title: Executive Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Owned by Winbeam LLC:

<u>Trademark</u>	<u>Registration or Serial Number</u>
WINBEAM	Reg. No. 2,564,329

Owned by Clearwire Communications LLC:

<u>Trademark</u>	<u>Registration or Serial Number</u>
CLEAR	Ser. No. 77/552,877 (Abandoned)
CLEARMAX	Ser. No. 77/553,670 (Abandoned)
ROVER	Ser. No. 77/420,324 (Reg. No. 3,966,636)
ROVER	Ser. No. 77/420/325 (Abandoned)
CLEAR MEDIA	Ser. No. 77/243,712 (Abandoned)
PERSONAL BROADBAND	Ser. No. 77/258,014 (Abandoned)
LIFE GOES ONLINE	Ser. No. 77/357,279 (Abandoned)
LIFE UNWIRED	Ser. No. 77/355,133 (Abandoned)

Owned by Clearwire Corporation:

<u>Trademark</u>	<u>Registration or Serial Number</u>
c.com	Ser. No. 78/763,544 (Abandoned)
CLEARBUNDLE	Ser. No. 78/570,016 (Abandoned)
CLEARCAST	Ser. No. 78/736,699 (Abandoned)

CLEARENTERTAINMENT	Ser. No. 78/570,028 (Reg. No. 3,604,333)
CLEARMAX	Ser. No. 78/410,838 (Abandoned)
CLEARMOBILE	Ser. No. 78/570,030 (Reg. No. 3,604,334)
CLEARMOBILITY	Ser. No. 78/570,033 (Abandoned)
CLEARMOVIES	Ser. No. 78/570,020 (Abandoned)
CLEARMUSIC	Ser. No. 78/570,025 (Reg. No. 3,604,332)
CLEARPLUGS	Ser. No. 78/630,480 (Reg. No. 3,345,288)
CLEARTV	Ser. No. 78/570,023 (Reg. No. 3,604,331)
CLEARVOICE	Ser. No. 78/569,029 (Abandoned)
CLEARWIFI	Ser. No. 78/410,837 (Reg. No. 3,506,382)
CLEARWIFI (stylized)	Ser. No. 78/535,394 (Reg. No. 3,565,861)
CLEARWING	Ser. No. 78/960,143 (Abandoned)
THE FREEDOM OF SPEED	Ser. No. 76/485,012 (Abandoned)
VOICEMAX	Ser. No. 78/578,618 (Abandoned)
WIFLEX	Ser. No. 78/578,613 (Abandoned)
A SIMPLER WAY TO INTERNET	Ser. No. 77/155,614 (Abandoned)
A SIMPLER WAY TO INTERNET	Ser. No. 77/155,616 (Abandoned)
A SIMPLER WAY TO INTERNET	Ser. No. 77/155,622 (Abandoned)

CLEAR CARD	Ser. No. 77/192,424 (Abandoned)
CLEARCARD	Ser. No. 77/192,423 (Abandoned)
CLEARBUSINESS	Reg. No. 3,055,307
CLEARCLASSIC	Reg. No. 3,055,306
CLEARPREMIUM	Reg. No. 3,055,305
CLEARVALUE	Reg. No. 3,055,308
CLEARWIRE	Reg. No. 2,663,574 (Cancelled)
CLEARWIRE	Reg. No. 2,741,551
CLEARWIRE	Reg. No. 3,130,740
CLEARWIRE (stylized)	Reg. No. 2,964,098
ROVER WIRELESS	Reg. No. 2,555,472 (Cancelled)
ROVER WIRELESS	Reg. No. 2,575,931 (Cancelled)
ROVER WIRELESS	Reg. No. 2,609,173 (Cancelled)
ROVER	Reg. No. 2,654,968