

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clearwire Communications LLC		04/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85536911	CLEAR	
Serial Number:	85536941	THE WAY THE INTERNET SHOULD BE	
CORRESPONDENCE DATA			
Fax Number:	4252167900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	425 636 5957		
Email:	victoria.burkhardt@clearwire.com		
Correspondent Name:	Victoria Burkhardt		
Address Line 1:	1475 120th AVE NE		
Address Line 4:	Bellevue, WASHINGTON 98005		
NAME OF SUBMITTER:	Victoria Burkhardt		
Signature:	/Victoria Burkhardt/		
Date:	04/25/2012		

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TRADEMARK

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 24, 2012, 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.


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Serial Number	Filing Date	Owner
CLEAR 	United States	85/536911	February 8, 2012	Clearwire Communications LLC
THE WAY THE INTERNET SHOULD BE	United States	85/536941	February 8, 2012	Clearwire Communications LLC


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

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement (“Trademark Security Agreement”), dated as of April 24, 2012, 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”), in favor of 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 dated December 9, 2010 (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, 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 exer-

cise 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 Trademark Security 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]


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Serial Number	Filing Date	Owner
CLEAR 	United States	85/536911	February 8, 2012	Clearwire Communications LLC
THE WAY THE INTERNET SHOULD BE	United States	85/536941	February 8, 2012	Clearwire Communications LLC


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 Cochran
Title: Chief Financial Officer

CLEARWIRE FINANCE, INC.

By: 
Name: Hope Cochran
Title: Chief Financial Officer