

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextWave Broadband Inc.		08/16/2012	CORPORATION: 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:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78843093	NEXTWAVE BROADBAND	
Serial Number:	78843098	NEXTWAVE WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	4159848701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-984-8700		
Email:	jtaylor@omm.com		
Correspondent Name:	Jennifer Taylor, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	37258-19		
NAME OF SUBMITTER:	Alexandra C. Echery		
Signature:	/ace/		

TRADEMARK

Date:

08/22/2012

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, each of the undersigned (each, a “**Grantor**” and collectively, the “**Grantors**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, NEXTWAVE HOLDCO LLC, a Delaware limited liability company (“**Issuer**”) has entered into that certain Amended and Restated Spinco Third Lien Subordinated Exchange Agreement dated as of August 16, 2012 (said Amended and Restated Spinco Third Lien Subordinated Exchange Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Exchange Agreement**”; capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement) by and among Issuer, each of the Guarantors named therein, each of the Purchasers named therein (together with their successors and assigns and any subsequent holder of Notes permitted under the Exchange Agreement, “**Holders**”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Agent (“**Secured Party**”);

WHEREAS, each Grantor (other than Issuer) has executed and delivered that certain Amended and Restated Spinco Third Lien Guaranty dated as of August 16, 2012 (said Amended and Restated Spinco Third Lien Guaranty, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Holders, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Issuer under the Exchange Agreement and the other Note Documents; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Spinco Third Lien Pledge and Security Agreement dated as of August 16, 2012 (said Amended and Restated Spinco Third Lien Pledge and Security Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among the Grantors, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including,

without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any applications by such Grantor for a Trademark based on an intent to use the same if and so long as such application is pending without a “Statement of Use” having been filed and accepted by the United States Patent and Trademark Office (each such pending application which is based on an intent to use, an “**Intent-To-Use Application**”); provided, that once a “Statement of Use” is filed and accepted by the United States Patent and Trademark Office in connection with an Intent-To-Use Application, the foregoing shall not be applicable to such Intent-To-Use Application, and such Grantor shall be deemed to have granted a security interest in, such Intent-To-Use Application.

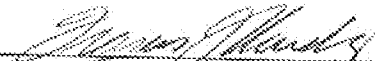
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding any provision to the contrary in this Grant of Trademark Security Interest (this “**Grant**”), the lien and security interest granted to Secured Party, for the benefit of the Holders, pursuant to this Grant are subject to the provisions of that certain Amended and Restated Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Issuer, each of the Guarantors named therein, the Note Holders (as defined therein), Wilmington Trust, National Association, as First Lien Collateral Agent (as defined therein), Wilmington Trust, National Association, as Second Lien Collateral Agent (as defined therein) and Wilmington Trust, National Association, as Third Lien Collateral Agent (as defined therein). In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Grant, the provisions of the Intercreditor Agreement shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 16th day of August, 2012.

NEXTWAVE HOLDCO LLC
NEXTWAVE WIRELESS LLC
NEXTWAVE WIRELESS INC.
NEXTWAVE BROADBAND INC.
NW SPECTRUM CO.
AWS WIRELESS INC.
WCS WIRELESS LICENSE SUBSIDIARY, LLC
NEXTWAVE METROPOLITAN INC.

By: 
Name: Francis S. Harding
Title: Authorized Signatory

[Signature Page to Grant of Trademark Security Interest (Spince Third Lien)]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Country	Application No.	Application Date	Owner	Class	Status
NEXTWAVE BROADBAND	US	78/843,093	Mar-22-2006	NextWave Broadband Inc.	09, 36, 38	Statement of Use Due
NEXTWAVE WIRELESS	US	78/843,098	Mar-22-2006	NextWave Broadband Inc.	09, 36, 38	Statement of Use Due

Last Statement of Use Extension is due Oct, 2012.

Final deadline to file Statement of Use is April 27, 2013.

OMM_US:70816287

RECORDED: 08/22/2012

**TRADEMARK
REEL: 004848 FRAME: 0013**