

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		04/01/2020	BANKING CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	CLEARWIRE COMMUNICATIONS LLC		
Street Address:	6200 SPRINT PARKWAY		
City:	OVERLAND PARK		
State/Country:	KANSAS		
Postal Code:	66251		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4205808	CLEAR	
Registration Number:	2741551	CLEARWIRE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212)455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1490		
NAME OF SUBMITTER:	GENEVIEVE DORMENT		
SIGNATURE:	/GD/		
DATE SIGNED:	04/03/2020		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF
FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK
RIGHTS**

TERMINATION AND RELEASE dated as of April 1, 2020, from DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Trustee (the “Collateral Trustee”) to CLEARWIRE COMMUNICATIONS LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of February 3, 2017, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), Grantor granted a security interest (the “Security Interest”) to the Collateral Trustee in certain collateral, including Trademarks;

WHEREAS, pursuant to that certain Grant of First Priority and Junior Priority Security Interest in Trademark Rights dated as of February 3, 2017, among the Collateral Trustee and Grantor (the “Trademark Security Agreement”), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Trustee specifically in certain Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 6, 2017 at Reel 6002 and Frame 0058.

WHEREAS, the Collateral Trustee now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Trustee hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Collateral Trustee hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Collateral, and any right, title or interest of the Collateral Trustee in such Collateral shall hereby cease and become void.
3. Further Assurances. The Collateral Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested and prepared by the Grantor to effect the release of the Security Interest contemplated hereby, which shall be at Grantor’s sole cost and expense.

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Trustee

By: _____
Name: James Briggs
Title: Vice President

DocuSigned by:
James Briggs

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By: _____
Name: Mary Coseo
Title: Vice President

DocuSigned by:
Mary Coseo

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SCHEDULE A

Owner	Trademark	Status	App. No.	Reg. No.	File Date	Reg. Date
Clearwire Communications LLC	CLEAR + Green & White Marble Design	Registered	85536911	4205808	8-Feb-12	11-Sep-12
Clearwire Communications LLC	CLEARWIRE	Registered	76449495	2741551	11-Sep-02	29-Jul-03