

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570648

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CLEARWIRE LEGACY LLC | | 03/31/2020 | Limited Liability Company: DELAWARE |
| CLEARMEDIA LLC | | 03/31/2020 | Limited Liability Company: NEVADA |
| CLEARWIRE COMMUNICATIONS LLC | | 03/31/2020 | Limited Liability Company: DELAWARE |
| WINBEAM LLC | | 03/31/2020 | Limited Liability Company: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, successor by merger to Wilmington Trust FSB | | |
| Street Address: | 1100 North Market Street | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19890 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2741551 | CLEARWIRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124687900 | | |
| <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: | 212-336-4168 | | |
| Email: | hcheng@mofo.com | | |
| Correspondent Name: | Miranda Melendez | | |
| Address Line 1: | 250 West 55th Street | | |
| Address Line 2: | Morrison & Foerster LLP | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 29516-125 | | |
| NAME OF SUBMITTER: | Miranda Melendez | | |

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|---|--------------------|
| SIGNATURE: | /Miranda Melendez/ |
| DATE SIGNED: | 04/03/2020 |
| Total Attachments: 5 source=Clearwire Trademark Release Agreement with Schedule#page1.tif source=Clearwire Trademark Release Agreement with Schedule#page2.tif source=Clearwire Trademark Release Agreement with Schedule#page3.tif source=Clearwire Trademark Release Agreement with Schedule#page4.tif source=Clearwire Trademark Release Agreement with Schedule#page5.tif | |

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE dated as of March 31, 2020, from WILMINGTON TRUST, NATIONAL ASSOCIATION, as successor by merger to Wilmington Trust FSB, as Collateral Agent (the "Collateral Agent") to CLEARWIRE LEGACY LLC, CLEARMEDIA LLC, CLEARWIRE COMMUNICATIONS LLC and WINBEAM LLC (collectively, along with its successors in interest, the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of November 24, 2009, in favor of the Collateral Agent (as amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted a security interest to the Collateral Agent in certain collateral, including trademarks;

WHEREAS, pursuant to that certain Collateral Agreement, the Grantor entered into the Trademark Security Agreement, dated as of November 24, 2009 in favor of the Collateral Agent (the "Trademark Security Agreement"), pursuant to which the Grantor granted and/or reaffirmed the granting of a security interest to the Collateral Agent in certain trademarks (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 24, 2009 at Reel 004102 and Frame 0186; and

WHEREAS, all Obligations secured by the Trademark Security Agreement have been paid in full and the Collateral Agent has been requested to terminate and release the entirety of its security interest in the Trademarks;

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 Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the Trademarks, and any right, title or interest of the Collateral Agent in such Trademarks shall hereby cease and become void.

2. Further Assurances. The Collateral Agent 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 the Grantor's sole cost and expense.

3. Governing Law. This Termination and Release and any rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the

State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[Signature page follows]


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

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:  Jane Schweiger
Title: Vice President

SCHEDULE

Trademark Registrations:

| TRADEMARK | REGISTRATION NUMBER | OWNER |
|---|---------------------|----------------------|
|  | 2,964,098 | Clearwire Legacy LLC |
| clearw^{fi} | 3,565,861 | Clearwire Legacy LLC |
| CLEARBUSINESS | 3,055,307 | Clearwire Legacy LLC |
| CLEARCLASSIC | 3,055,306 | Clearwire Legacy LLC |
| CLEARENTERTAINMENT | 3,604,333 | Clearwire Legacy LLC |
| CLEARMOBILE | 3,604,334 | Clearwire Legacy LLC |
| CLEARMUSIC | 3,604,332 | Clearwire Legacy LLC |
| CLEARPLUGS | 3,345,288 | Clearwire Legacy LLC |
| CLEARPREMIUM | 3,055,305 | Clearwire Legacy LLC |
| CLEARTV | 3,604,331 | Clearwire Legacy LLC |
| CLEARVALUE | 3,055,308 | Clearwire Legacy LLC |
| CLEARWIFI | 3,506,382 | Clearwire Legacy LLC |
| CLEARWIRE | 2,741,551 | Clearwire Legacy LLC |
| CLEARWIRE | 3,130,740 | Clearwire Legacy LLC |
| ROVER | 2,654,968 | Clearwire Legacy LLC |
| WINBEAM | 2,564,329 | Winbeam LLC |

Trademark Applications:

| TRADEMARK | APPLICATION NUMBER | OWNER |
|-----------------|--------------------|-----------------|
| CLEAR365 | 77/342696 | Clearmedia, LLC |

| TRADEMARK | APPLICATION NUMBER | OWNER |
|--------------------------------|---------------------------|------------------------------|
| CLEARVOICE | 78/569029 | Clearwire Legacy LLC |
| XOHM HERE. LIFE BETTER. | 77/395002 | Clearwire Communications LLC |