

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610345

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900566583

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust FSB		08/27/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Clearwire Legacy LLC
Street Address:	6200 Sprint Parkway
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66251
Entity Type:	Limited Liability Company: DELAWARE
Name:	Clearwire Finance Inc.
Street Address:	6200 Sprint Parkway
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66251
Entity Type:	Corporation: DELAWARE
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: 47

Property Type	Number	Word Mark
Registration Number:	3506382	CLEARWIFI
Registration Number:	3565861	CLEARWIFI
Registration Number:	3130740	CLEARWIRE
Registration Number:	2741551	CLEARWIRE
Registration Number:	2964098	CLEARWIRE
Registration Number:	3715678	XOHM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3728909	XOHM
Registration Number:	3716017	XOHM HERE. LIFE BETTER.
Registration Number:	3737856	A HOTSPOT THE SIZE OF A CITY
Registration Number:	3782759	CLEAR
Registration Number:	3055307	CLEARBUSINESS
Registration Number:	3055306	CLEARCLASSIC
Registration Number:	3604333	CLEARENTERTAINMENT
Registration Number:	3604334	CLEARMOBILE
Registration Number:	3604332	CLEARMUSIC
Registration Number:	3055305	CLEARPREMIUM
Registration Number:	3604331	CLEARTV
Registration Number:	3055308	CLEARVALUE
Registration Number:	3801426	SUPER FAST MOBILE INTERNET
Registration Number:	2564329	WINBEAM
Registration Number:	3815427	CLEAR SPOT
Registration Number:	3722961	CLEAR365
Registration Number:	3345288	CLEARPLUGS
Registration Number:	2654968	ROVER
Serial Number:	85003012	GSHARP
Serial Number:	77622802	CLEAR
Serial Number:	77622799	CLEAR
Serial Number:	77622804	
Serial Number:	77420325	ROVER
Serial Number:	77420324	ROVER
Serial Number:	77552877	CLEAR
Serial Number:	77820915	CLEAR HERE. LIFE BETTER.
Serial Number:	85003014	G#
Serial Number:	77619788	LET'S BE CLEAR
Serial Number:	77622810	
Serial Number:	85125903	ROVER
Serial Number:	85125885	ROVER
Serial Number:	77951094	ROVER PUCK
Serial Number:	77951090	ROVER PUCK
Serial Number:	77951095	ROVER PULSE
Serial Number:	77951091	ROVER PULSE
Serial Number:	85125914	ROVER STICK
Serial Number:	85125912	ROVER STICK
Serial Number:	85048517	ISPOT

Property Type	Number	Word Mark
Serial Number:	85048518	SPOTSTER
Serial Number:	85089883	THREADS
Serial Number:	77357279	LIFE GOES ONLINE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2128598000

Email: teas@friedfrank.com

Correspondent Name: Kimberly Mihovics c/o Fried Frank et al

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	4500-7
NAME OF SUBMITTER:	Kimberly Mihovics
SIGNATURE:	/Kimberly Mihovics/
DATE SIGNED:	11/23/2020

Total Attachments: 5

source=Lakes - Payoff - Trademark Release (Clearwire) Reel Frame 44300001 (Executed)#page1.tif

source=Lakes - Payoff - Trademark Release (Clearwire) Reel Frame 44300001 (Executed)#page2.tif

source=Lakes - Payoff - Trademark Release (Clearwire) Reel Frame 44300001 (Executed)#page3.tif

source=Lakes - Payoff - Trademark Release (Clearwire) Reel Frame 44300001 (Executed)#page4.tif

source=Lakes - Payoff - Trademark Release (Clearwire) Reel Frame 44300001 (Executed)#page5.tif

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

TERMINATION AND RELEASE dated as of August 27, 2020, from WILMINGTON TRUST, NATIONAL ASSOCIATION, as successor by merger to Wilmington Trust FSB, as Collateral Agent (the "Collateral Agent") to CLEARWIRE COMMUNICATIONS LLC, CLEARWIRE FINANCE, INC. and CLEARWIRE LEGACY LLC (collectively, along with its successors in interest, the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Collateral Agreement, dated as of December 9, 2010, 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 Second Lien Trademark Security Agreement, dated as of December 9, 2010 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 set forth on Schedule I attached hereto (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 13, 2010 at Reel 004430 and Frame 0001; 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 I

Trademark Registrations:

Title	Owner	Registration No.	Registration Date
CLEARWIFI	Clearwire Communications LLC	3506382	09/23/2008
CLEARWIFI (Stylized)	Clearwire Communications LLC	3565861	01/20/2009
CLEARWIRE	Clearwire Communications LLC	3130740	08/15/2006
CLEARWIRE	Clearwire Communications LLC	2741551	07/29/2003
CLEARWIRE (Stylized)	Clearwire Communications LLC	2964098	06/28/2005
XOHM	Clearwire Communications LLC	3715678	11/24/2009
XOHM (and Design)	Clearwire Communications LLC	3728909	12/22/2009
XOHM HERE. LIFE BETTER.	Clearwire Communications LLC	3716017	11/24/2009
A HOTSPOT THE SIZE OF A CITY	Clearwire Communications LLC	3737856	01/12/2010
CLEAR	Clearwire Communications LLC	3782759	04/27/2010
CLEARBUSINESS	Clearwire Communications LLC	3055307	01/31/2006
CLEARCLASSIC	Clearwire Communications LLC	3055306	01/31/2006
CLEARENTERTAINMENT	Clearwire Communications LLC	3604333	04/07/2009
CLEARMOBILE	Clearwire Communications LLC	3604334	04/07/2009
CLEARMUSIC	Clearwire Communications LLC	3604332	04/07/2009
CLEARPREMIUM	Clearwire Communications LLC	3055305	01/31/2006
CLEARTV	Clearwire Communications LLC	3604331	04/07/2009
CLEARVALUE	Clearwire Communications LLC	3055308	01/31/2006
SUPER FAST MOBILE INTERNET	Clearwire Communications LLC	3801426	06/08/2010
WINBEAM	Clearwire Communications LLC	2564329	04/23/2002
CLEAR SPOT	Clearwire Communications LLC	3815427	07/06/2010

CLEAR365	Clearwire Communications LLC	3722961	12/08/2009
CLEARPLUGS	Clearwire Communications LLC	3345288	11/27/2007
ROVER	Clearwire Communications LLC	2654965	11/26/2002

Trademark Applications:

Title	Owner	Application No.	Filing Date
GSHARP	Clearwire Communications LLC	85/003012 Published	03/31/2010
CLEAR (and Design)	Clearwire Communications LLC	77/622802 Opposed	11/26/2008
CLEAR (and Design)	Clearwire Communications LLC	77/622799 Opposed	11/26/2008
Miscellaneous Design	Clearwire Communications LLC	77/622804 Opposed	11/26/2008
ROVER	Clearwire Communications LLC	77/420325 Allowed	03/12/2008
ROVER	Clearwire Communications LLC	77/420324 Allowed	03/12/2008
CLEAR	Clearwire Communications LLC	77/552877 Allowed	08/21/2008
CLEAR HERE. LIFE BETTER.	Clearwire Communications LLC	77/820915 Allowed	09/04/2009
GH	Clearwire Communications LLC	85/003014 Allowed	03/31/2010
LET'S BE CLEAR	Clearwire Communications LLC	77/619788 Allowed	11/21/2008
Miscellaneous Design	Clearwire Communications LLC	77/622810 Allowed	11/26/2008
ROVER (and Design)	Clearwire Communications LLC	85/125903 Pending	09/09/2010
ROVER (and Design)	Clearwire Communications LLC	85/125885 Pending	09/09/2010
ROVER PUCK	Clearwire Communications LLC	77/951094 Pending	03/04/2010
ROVER PUCK	Clearwire Communications LLC	77/951090 Pending	03/04/2010
ROVER PULSE	Clearwire Communications LLC	77/951095 Pending	03/04/2010
ROVER PULSE	Clearwire Communications LLC	77/951091 Pending	03/04/2010
ROVER STICK	Clearwire Communications LLC	85/125914 Pending	09/09/2010
ROVER STICK	Clearwire Communications LLC	85/125912 Pending	09/09/2010
SPOT	Clearwire Communications LLC	85/048517 Pending	05/26/2010
SPONSTER	Clearwire Communications LLC	85/048518 Pending	05/26/2010

THREADS	Clearwire Communications LLC	85/089883 Pending	07/21/2010
LIFE GOES ONLINE	Clearwire Legacy LLC	77/357279 Allowed	12/20/2007