

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
NextNet Wireless, Inc.	08/05/2005

RECEIVING PARTY DATA

Name:	Bank of New York, as agent
Street Address:	101 Barclay Street, 8th Floor West
City:	New York
State/Country:	NEW YORK
Postal Code:	10286

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	09694766
PCT Number:	US0029216
Application Number:	60550517
Application Number:	11073006
Application Number:	60550722
Application Number:	11073007
Application Number:	11097040
Application Number:	11097500
Application Number:	11097736
Application Number:	11097506
PCT Number:	US0507213
PCT Number:	US0507211

CORRESPONDENCE DATA

Fax Number: (212)593-5955

PATENT

500044142

REEL: 016373 FRAME: 0870

CH \$480.00 09694766

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2127562388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

041584/0099

Total Attachments: 6

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## **GRANT OF SECURITY INTEREST IN PATENTS**

WHEREAS, NextNet Wireless, Inc., a Delaware Corporation, with offices at 5808 Lake Washington Blvd NE, Suite #300, Kirkland, Washington 98033 ("Grantor") holds all right, title and interest in the patents and patent applications listed on Schedule A attached hereto, which patents are issued or applied for in the United States Patent and Trademark Office or in the patent offices of the respective countries listed on Schedule A (the "Patents");

WHEREAS, Grantor; Clearwire Corporation; Clearwire LLC, a Nevada limited liability company and a wholly-owned subsidiary of Clearwire Corporation ("Clearwire"); and Fixed Wireless Holdings, LLC have entered into that certain Indenture of even date herewith (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Indenture"), in favor of the Bank of New York, as agent for certain Noteholders as defined therein (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, in order to induce said Noteholders to enter into the Indenture and purchase the Notes (as defined in the Indenture) Grantor executed that certain Security Agreement, dated of even date herewith (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee, and granted to the Grantee for the benefit of the Noteholders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Patent Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

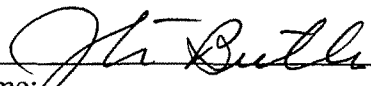
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Noteholders a continuing security interest in the Patent Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*Remainder of page intentionally left blank; signature page follows.*

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August \_\_, 2005.

NEXTNET WIRELESS, INC.

By:   
Name: \_\_\_\_\_  
Title: CFO

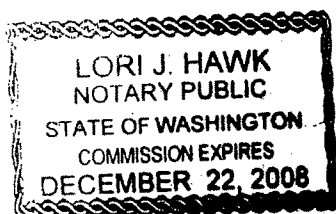
**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF WASHINGTON

SS.:

COUNTY OF KING

On this 3rd day of August 2005, before me, the undersigned, personally appeared JOHN BUTLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as CFO, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lori J. Hawk  
[NOTARY SEAL]

## SCHEDULE A

### PATENT AND PATENT APPLICATIONS

COUNTRY	PAT. NO./APP. NO.	TITLE
U.S.	09/694,766	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
PCT	PCT/US00/29216	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Australia	12259/01	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Australia (Div. 1)	2004 200502	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Australia (Div. 2)	2004 200504	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Brazil	PI 0014971-3	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Canada	2,388,465	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
China	00817577.2	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Europe	00973788.3	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Hong Kong	03100694.6	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
India	IN/PCT/2002/00704/ CHE	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
So. Korea	10-20027005184	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Mexico	226546	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna

		CPE Having Internal Antenna
New Zealand	518729	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
New Zealand (Div. 1)	526201	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
New Zealand (Div. 2)	526198	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
New Zealand (Div. 3)	526199	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
New Zealand (Div. 4)	526200	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
New Zealand (Div. 5)	536860	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Philippines	1-2002-000297	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
Russia	2255427	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
U.S.	60/550,517	Adaptive Modulation of OFDM Data Systems
U.S.	11/073,006	Adaptive Modulation System
U.S.	60/550,722	Isochronous Datagram Delivery Over Contention-Based Data Link
U.S.	11/073,007	Isochronous Datagram Delivery Over Contention-Based Data Link
U.S. (Div. 1)	11/097,040	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
U.S. (Div. 2)	11/097,500	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
U.S. (Div. 3)	11/097,736	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna

		CPE Having Internal Antenna
U.S. (Div. 4)	11/097,506	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
PCT	PCT/US05/07213	Adaptive Modulation System
PCT	PCT/US05/07211	Isochronous Datagram Delivery Over Contention-Based Data Link
China (Div. 1)	Pending	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
China (Div. 2)	Pending	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
China (Div. 3)	Pending	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
China (Div. 4)	Pending	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna
China (Div. 5)	Pending	Fixed OFDM Wireless MAN Utilizing CPE Having Internal Antenna