

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
Clearwire Communications LLC	01/21/2009
RECEIVING PARTY DATA	
Name:	Morgan Stanley & Co., Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	12185758
Application Number:	12186451
Application Number:	61037435
Application Number:	12054237
Application Number:	12055169
Application Number:	60954537
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6502515054
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Correspondent Name:	Noah Richmond
Address Line 1:	2550 Hanover St.
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	065660/0250

OP \$240.00 12185758

NAME OF SUBMITTER:

J. Jason Mull

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of January 21, 2009 is made by CLEARWIRE COMMUNICATIONS LLC, a limited liability company, located at 4400 Carillon Point, Kirkland, Washington 98033 (the "Borrower"), on behalf of CLEARWIRE LEGACY LLC, a Delaware limited liability company, also located at 4400 Carillon Point, Kirkland, Washington 98033 (the "Patent Owner"), in favor of MORGAN STANLEY & CO., INC., a Delaware corporation, located at 1585 Broadway, New York, New York 10036, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Guarantee and Collateral Agreement, dated as of July 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Agent, and Morgan Stanley Senior Funding, Inc., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of July 3, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents;

WHEREAS, Patent Owner is the registered owner of the Patents and a wholly owned subsidiary of Borrower; and

WHEREAS, the Borrower has the authority to execute a grant of security interests in the Patents on behalf of Patent Owner and the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Patents (including, without

limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

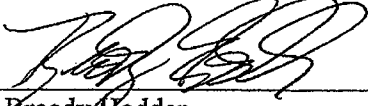
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 21 day of January, 2009.

CLEARWIRE COMMUNICATIONS LLC
as Borrower, on behalf of
CLEARWIRE LEGACY LLC,
as Patent Owner

By: 
Name: Broady Hodder
Title: SVP, General Counsel & Secretary

MORGAN STANLEY & CO., INC.
as Collateral Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this ____ day of ~~December~~ January,
2008-2009.

CLEARWIRE CORPORATION
as Borrower

By: _____
Name:
Title:

MORGAN STANLEY & CO., INC.
as Collateral Agent for the Lenders

By: Stephen King
Name: Stephen King
Title: Executive Director

SCHEDULE A

U.S. Patent Registrations and Applications

<u>Patent</u>	<u>Patent or Application Number</u>
System and Method for Cell Planning in a Wireless Communication Network	App. No. 12/185,758
Subscriber Management System for a Communication Network	App. No. 12/186,451
System and Method for Providing Voice Over Internet Protocol Quality of Service Support in a Wireless Communication Network	App. No. 61/037,435
Extensible Micro-Mobility Wireless Network Architecture	App. No. 12/054,237
System and Method for Condensed Frequency Reuse in a Wireless Communication System	App. No. 12/055,169
Subscriber Management System for a Communication Network	App. No. 60/954,537

PATENT

RECORDED: 01/23/2009

REEL: 022150 FRAME: 0636