

09-24-2010

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103607626

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

CLEARWIRE COMMUNICATIONS LLC

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 28, 2010

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: Wilmington Trust FSB

Internal Address:

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: United States Zip: 55402-1544

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

12/697,089

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Maria Dellett

Internal Address: c/o Clearwire Corporation

Street Address: 4400 Carillon Point

City: Kirkland

State: WA Zip: 98033

Phone Number: 425-216-7583

Fax Number: 425-216-7776

Email Address: maria.dellett@clearwire.com

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 1.21(h) & 3.41) \$340.00

- ☒ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature:

*Maria M. Dellett*  
Signature

June 1, 2010

Date

Maria M. Dellett

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**ATTACHMENT A**  
**To the**  
**PATENT RECORDITON FORM COVER SHEET**

**NAME OF CONVEYING PARTY: CLEARWIRE FINANCE, INC.**  
**CORPORATION: Delaware**

**ATTACHMENT B**  
**To the**  
**PATENT RECORDITON FORM COVER SHEET**

ADDITIONAL PROPERTY NUMBERS:

Patent Application Numbers:

1	12/821,813
2	12/753,663
3	PCT/US 210/32986
4	PCT/US 210/32981
5	PCT/US 10/33102
6	PCT/US 2010/032603
7	PCT/US 10/38395
8	PCT/US 10/34458
9	PCT/US 10/37144
10	12/814,206
11	PCT/US,10/40091
12	12/760,546
13	12/762,701
14	12/759,195
15	12/760,987
16	09/597,016
17	11/731,670

## Patent Security Agreement

**Patent Security Agreement**, dated as of August 26, 2010, of CLEARWIRE COMMUNICATIONS LLC (the "Company"), CLEARWIRE FINANCE, INC. ("Finance Co" and together with the Company, the "Issuers"), and all of the other Subsidiaries of the Issuers listed on the signature pages hereto (each such subsidiary being a "Guarantor" and, the Guarantors, Finance Co and the Company are referred to collectively as the "Pledgors"), in favor of WILMINGTON TRUST FSB, as collateral agent (the "Collateral Agent"), pursuant to an indenture, dated as of November 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Collateral Agreement dated November 24, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and de-

liver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

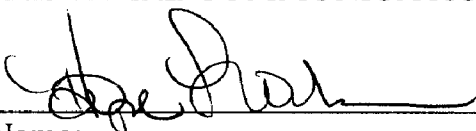
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CLEARWIRE COMMUNICATIONS LLC

By:   
Name: **HOPE F. COCHRAN**  
Title: **SVP, FINANCE AND TREASURER**


CLEARWIRE LEGACY LLC

By:   
Name: **HOPE F. COCHRAN**  
Title: **SVP, FINANCE AND TREASURER**

CLEAR WIRELESS LLC

By:   
Name: **HOPE F. COCHRAN**  
Title: **SVP, FINANCE AND TREASURER**

CLEARWIRE FINANCE, INC.

By:   
Name: **HOPE F. COCHRAN**  
Title: **SVP, FINANCE AND TREASURER**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**(See Attached)**

<b>Title</b>	<b>Application #</b>	<b>Owner</b>
<b>New Filings</b>		
SUBSCRIBER MANAGEMENT SYSTEM FOR A COMMUNICATION NETWORK	08827005.3	Clearwire Legacy LLC
APPARATUS AND METHOD OF DYNAMIC DOWNLINK PERMUTATION ASSIGNMENT FOR USE IN A WIRELESS COMMUNICATION SYSTEM	12/821,813	Clear Wireless LLC
SYSTEM AND METHOD FOR NETWORK OPTIMIZATION	12/753,663	Clear Wireless LLC
SYSTEM AND METHOD FOR HYBRID SCHEMES FOR MIMO MODE DECISION	PCT/US210/32986	Clear Wireless LLC
SYSTEM AND METHOD FOR ADAPTIVE CONTROL OF AN AVERAGING PARAMETER FOR PCINR AND RSSI	PCT/US210/32981	Clear Wireless LLC
METHOD, APPARATUS AND COMPUTER-READABLE MEDIUM FOR IMPROVING PUSH-TO-TALK CALL SETUP SPEED	PCT/US10/33102	Clear Wireless LLC
EXTENDED RANGE VOICE OVER IP WIMAX DEVICE	PCT/US2010/032603	Clear Wireless LLC
SOLUTION FOR INE/HO LB BOTTLENECK	PCT/US10/38395	Clear Wireless LLC
A HYBRID SCHEME FOR DL LINK ADAPTATION	PCT/US10/34458	Clear Wireless LLC
SYSTEM AND METHOD FOR PROVIDING EXTERNAL RECEIVER GAIN COMPENSATION WHEN USING AN ANTENNA WITH A PRE-AMPLIFIER	PCT/US10/37144	Clear Wireless LLC
CARRIER SIGNALS FOR SYNCHRONIZATION	12/814,206	Clear Wireless LLC
APPARATUS AND METHOD FOR DUAL-MODE 4G/3G OPERATION	PCT/US10/40091	Clear Wireless LLC
METHOD AND SYSTEM OF HANDOVER BASED ON CHANNEL QUALITY AND LOADING	12/760,546	Clear Wireless LLC



SYSTEM AND METHOD FOR COMBINED MAC LEVEL MESSAGE WITH CQI CHANNEL CONTROL MESSAGE FOR CHANNEL FEEDBACK REPORT	12/762,701	Clear Wireless LLC
METHOD AND SYSTEM OF DETERMINING WHETHER A MOBILE STATION IS LOCATED INSIDE A COVERAGE AREA OF ANARROWBAND REPEATER AND USING THE DETERMINATION IN A HANDOVER PROCEDURE	12/759,195	Clear Wireless LLC
APPARATUS AND METHOD FOR MULTIMODE DEVICE HANDOVER	12/760,987	Clear Wireless LLC
<b>Changes</b>		
POLLING METHODS FOR USE IN A WIRELESS COMMUNICATION SYSTEM	09/597,016	Clearwire Legacy LLC
RANGING RESOURCE ALLOCATION FOR WIRELESS DEVICES IN NETWORKS PROVIDING ACCESS BY WI- MAX AND LIKE PROTOCOLS	11/731,670	Clear Wireless LLC
SUBSCRIBER MANAGEMENT SYSTEM FOR A COMMUNICATION NETWORK	08827005.3	Clearwire Legacy LLC