

05/06/2011

U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



EET

103624524

To the Director of the U S Patent

Enclosed 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 27, 2011

- ☐ 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

City Minneapolis

State MN

Country United States Zip 55402-1544

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

4. Application or patent number(s):

A Patent Application No (s)

12/985,933

☐ This document is being filed together with a new application
B Patent No (s)

Additional numbers attached? ☐ Yes ☐ No

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

Name Joshua Bushman

Internal Address _____

Street Address 4400 Carillon Point

City Kirkland

State WA Zip 98033

Phone Number (425) 216-4894

Fax Number (425) 216-7776

Email Address brian.bushman@clearwire.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$280.00

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

8. Payment Information

Deposit Account Number _____

Authorized User Name 05/06/2011 AMULLINS 00000047 12985933
01 FC:0021

9. Signature:

Joshua Brian Bushman
Signature
Name of Person Signing

5/2/2011

Date

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

6

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

PATENT
REEL: 026264 FRAME: 0873

ATTACHMENT A
to the PATENT RECORDATION COVER SHEET

NAME OF CONVEYING PARTY: CLEARWIRE FINANCE, INC.

CORPORATION: DELAWARE

Second Lien Patent Security Agreement

Second Lien Patent Security Agreement, dated as of April 27, 2011, by CLEARWIRE COMMUNICATIONS LLC (the "Company"), CLEARWIRE FINANCE, INC. ("Finance Co" and together with the Company, the "Issuers"), 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"), and WILMINGTON TRUST FSB, as second lien collateral agent (the "Collateral Agent"), pursuant to an indenture, dated as of December 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Indenture").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Collateral Agreement December 9, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security 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 Security Agreement and used herein have the meaning given to them in the Security 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. Security 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 Security 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 Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. The lien and security interest in the Collateral granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder with respect to the Collateral is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of

the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

The lien and security interest created by this Agreement on the property described herein is junior and subordinate, in accordance with the provisions of the Intercreditor Agreement dated as of December 9, 2010, among Wilmington Trust FSB, in its capacity as First-Priority Collateral Agent, November 2009 Trustee and First-Priority Representative, Wilmington Trust FSB, in its capacity as December 2009 Trustee, Wilmington Trust FSB, in its capacity as Second-Priority Collateral Agent, Second-Priority Trustee and Second-Priority Representative, Clearwire Communications LLC, Clearwire Finance, Inc. and the other Grantors referred to therein, as amended from time to time, to the liens and security interests on such property created by any similar instrument now or hereafter granted to Wilmington Trust FSB, as First-Priority Collateral Agent and November 2009 Trustee, and Wilmington Trust FSB, as December 2009 Trustee, under the First-Priority Documents, and each of their successors and assigns, in such property.

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

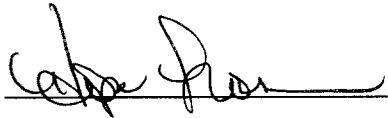
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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,

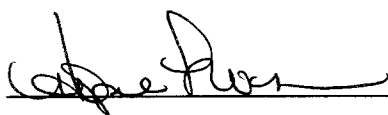
CLEARWIRE COMMUNICATIONS LLC

By: 

Name: **HOPE F. COCHRAN**

Title: ~~SVP, FINANCE AND TREASURER~~
CFO

CLEARWIRE FINANCE, INC.

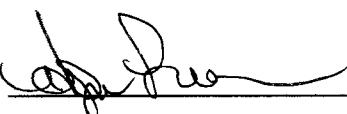
By: 

Name: **HOPE F. COCHRAN**

Title: ~~SVP, FINANCE AND TREASURER~~
CFO

CLEAR WIRELESS, LLC

By: Clearwire Communications, LLC, as member

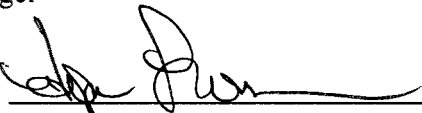
By: 

Name: **HOPE F. COCHRAN**

Title: **SVP, FINANCE AND TREASURER**

CLEARWIRE LEGACY LLC

By: Clearwire Communications, LLC, as manager

By: 

Name:

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

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

(See Attached)

New Clearwire Patent Filings 12/08/2010 through 3/31/2011

Title	Appln #	Filing Date	Owner
New Filings			
SYSTEM AND METHOD FOR DYNAMICALLY BALANCING A MAXIMUM NUMBER OF ACTIVE REMOTE DEVICE USERS BETWEEN BASE STATIONS	12/985,933	06-Jan-11	Clear Wireless LLC
MACRO-NETWORK LOCATION DETERMINATION, LOCAL-OSCILLATOR STABILIZATION, AND FRAME-START SYNCHRONIZATION BASED ON NEARBY FM RADIO SIGNALS	13/023,269	08-Feb-11	Clear Wireless LLC
INCAR BLUEMAX WIMAX + BLUETOOTH	13/029,221	17-Feb-11	Clear Wireless LLC
METHOD AND SYSTEM OF PAYLOAD ENCODING AND MODULATION FOR CHANNEL QUALITY FEEDBACK	13/053,405	22-Mar-11	Clear Wireless LLC
APPARATUS AND METHOD FOR DETERMINING NUMBER OF RETRANSMISSION IN A WIRELESS SYSTEM	13/049,310	16-Mar-11	Clear Wireless LLC
HANDOVER CANCELLATION IN 16M	13/047,464	14-Mar-11	Clear Wireless LLC
SYSTEM AND METHOD FOR UPLINK POWER CONTROL	13/016,633	28-Jan-11	Clear Wireless LLC