

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Clearwire Communications LLC</td><td>08/11/2010</td></tr><tr><td>Clearwire Finance, Inc.</td><td>08/11/2010</td></tr></tbody></table>		Name	Execution Date	Clearwire Communications LLC	08/11/2010	Clearwire Finance, Inc.	08/11/2010				
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Clearwire Communications LLC	08/11/2010										
Clearwire Finance, Inc.	08/11/2010										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Wilmington Trust FSB</td></tr><tr><td>Street Address:</td><td>50 South Sixth Street</td></tr><tr><td>City:</td><td>Minneapolis</td></tr><tr><td>State/Country:</td><td>MINNESOTA</td></tr><tr><td>Postal Code:</td><td>55402</td></tr></table>		Name:	Wilmington Trust FSB	Street Address:	50 South Sixth Street	City:	Minneapolis	State/Country:	MINNESOTA	Postal Code:	55402
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>13160273</td></tr></tbody></table>		Property Type	Number	Application Number:	13160273						
Property Type	Number										
Application Number:	13160273										
CORRESPONDENCE DATA											
Fax Number: (425)216-7776 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 4256365957											
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NAME OF SUBMITTER:	Victoria Burkhardt										
Total Attachments: 5 source=PatentSecurityAgreement08112011#page1.tif source=PatentSecurityAgreement08112011#page2.tif source=PatentSecurityAgreement08112011#page3.tif source=PatentSecurityAgreement08112011#page4.tif source=PatentSecurityAgreement08112011#page5.tif											

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PATENT  
REEL: 026746 FRAME: 0221

## Patent Security Agreement

Patent Security Agreement, dated as of August 11, 2011, 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 Cochran

Title: Chief Financial Officer

CLEAR WIRELESS LLC

By: 

Name: Hope Cochran

Title: Chief Financial Officer

CLEARWIRE FINANCE, INC.

By: 

Name: Hope Cochran

Title: Chief Financial Officer

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

(See Attached)

Title	Application #	Owner
<b>New Filings</b>		
ENABLING COEXISTENCE BETWEEN WIRELESS NETWORKS	13/160,273	Clear Wireless LLC