

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2958175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CLEARWIRE IP HOLDINGS LLC	07/28/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WILMINGTON TRUST FSB
<b>Street Address:</b>	50 S. 6TH STREET, STE 1290
<b>Internal Address:</b>	CORP CAPITAL MARKETS
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14175027
<b>Application Number:</b>	14179201
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(913)523-9161
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	9133159282
<b>Email:</b>	sally.j.werts@sprint.com
<b>Correspondent Name:</b>	SALLY WERTS
<b>Address Line 1:</b>	6450 SPRINT PARKWAY
<b>Address Line 2:</b>	KSOPHN0312-3A468
<b>Address Line 4:</b>	OVERLAND PARK, KANSAS 66251
<b>ATTORNEY DOCKET NUMBER:</b>	9948 9964
<b>NAME OF SUBMITTER:</b>	STEVEN J. FUNK
<b>SIGNATURE:</b>	/Steven J. Funk/
<b>DATE SIGNED:</b>	07/29/2014
<b>Total Attachments: 6</b>	
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<b>PATENT</b>	

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## Patent Security Agreement

**Patent Security Agreement**, dated as of July 28, 2014, 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, National Association (as successor by merger to Wilmington Trust FSB), as trustee/collateral agent (the "Collateral Agent"), pursuant to that certain indenture, dated as of January 27, 2012 (as amended, supplemented or otherwise modified from time to time).

### 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: Gregory D. Block  
Title: Vice President and Treasurer

CLEARWIRE IP HOLDINGS LLC

By:   
Name: Gregory D. Block  
Title: Vice President and Treasurer

CLEARWIRE FINANCE, INC.

By:   
Name: Gregory D. Block  
Title: Vice President and Treasurer

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

(See Attached)

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT  
PATENT REGISTRATIONS AND PATENT APPLICATIONS

April 29, 2014

Page: 1

Case Number: 9948

Title: RESOLVING HANDOVER IN PRESENCE OF COVERAGE AREA IDENTIFIER CONFLICT

Division: Clearwire New

Disclosure Status: Filed

Disclosure Date:

Attorney(s): SS LHA

Inventor(s): Pawar, Hemanth; Kowdley Srinivas, Shilpa; Sitaram, Krishna; Vivanco, Daniel; Liu, Chunmei

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America		PRI	Pending	14/175,027	7-Feb-2014			
App. Title: RESOLVING HANDOVER IN PRESENCE OF COVERAGE AREA IDENTIFIER CONFLICT								
Owner: Clearwire IP Holdings								

Case Number: 9964

Title: PROACTIVE NEIGHBOR LIST OPTIMIZATION FOR AUTOMATIC NEIGHBOR RELATION IN A CELLULAR WIRELESS NETWORK

Division: Clearwire New

Disclosure Status: Filed

Disclosure Date:

Attorney(s): SS LHA

Inventor(s): Pawar, Hemanth; Sitaram, Krishna; Vivanco, Daniel; Liu, Chunmei

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America		PRI	Pending	14/179,201	12-Feb-2014			
App. Title: PROACTIVE NEIGHBOR LIST OPTIMIZATION FOR AUTOMATIC NEIGHBOR RELATION IN A CELLULAR WIRELESS NETWORK								
Owner: Clearwire IP Holdings								