

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NextWave Broadband LLC		09/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78843093	NEXTWAVE BROADBAND
Serial Number:	78843098	NEXTWAVE WIRELESS

CORRESPONDENCE DATA

Fax Number: 4159848701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-984-8700
 Email: jtaylor@omm.com
 Correspondent Name: Jennifer Taylor, Esq.
 Address Line 1: O'Melveny & Myers LLP
 Address Line 2: Two Embarcadero Center, 28th Floor
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	37258-19
NAME OF SUBMITTER:	Alexandra C. Echery

CH \$65.00 78843093

Signature:	/ace/
Date:	10/03/2012
Total Attachments: 4 source=Grant of Trademark Security Interest (1st Lien)#page1.tif source=Grant of Trademark Security Interest (1st Lien)#page2.tif source=Grant of Trademark Security Interest (1st Lien)#page3.tif source=Grant of Trademark Security Interest (1st Lien)#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, each of the undersigned (each, a “**Grantor**” and collectively, the “**Grantors**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, NEXTWAVE WIRELESS LLC, a Delaware limited liability company (“**Issuer**”) has entered into that certain Amended and Restated Purchase Agreement dated as of August 16, 2012 (said Amended and Restated Purchase Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Purchase Agreement**”); capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement) by and among Issuer, each of the Guarantors named therein, each of the Purchasers named therein (together with their successors and assigns and any subsequent holder of Notes permitted under the Purchase Agreement, “**Holder**s”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Agent (“**Secured Party**”);

WHEREAS, each Grantor (other than Issuer and NextWave Wireless Inc., a Delaware corporation (“**Parent**”)) has executed and delivered that certain Guaranty dated as of July 17, 2006 (said Guaranty, as it may heretofore have been and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Holders, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Issuer under the Purchase Agreement and the other Note Documents;

WHEREAS, Parent has executed and delivered that certain Parent Guaranty dated as of July 17, 2006 (said Parent Guaranty, as it may heretofore have been and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Parent Guaranty**”) in favor of Secured Party for the benefit of Holders, pursuant to which Parent has guaranteed the prompt payment and performance when due of all obligations of Issuer under the Purchase Agreement and the other Note Documents; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement dated as of August 16, 2012 (said Amended and Restated Pledge and Security Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among the Grantors, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following, in each case

whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

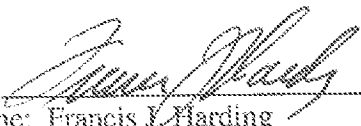
Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any applications by such Grantor for a Trademark based on an intent to use the same if and so long as such application is pending without a “Statement of Use” having been filed and accepted by the United States Patent and Trademark Office (each such pending application which is based on an intent to use, an “**Intent-To-Use Application**”); provided, that once a “Statement of Use” is filed and accepted by the United States Patent and Trademark Office in connection with an Intent-To-Use Application, the foregoing shall not be applicable to such Intent-To-Use Application, and such Grantor shall be deemed to have granted a security interest in, such Intent-To-Use Application.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12th day of September, 2012.

NEXTWAVE BROADBAND LLC
NW SPECTRUM LLC

By: 
Name: Francis L. Harding
Title: Treasurer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Country	Application No.	Application Date	Owner	Class	Status
NEXTWAVE BROADBAND	US	78/843,093	Mar-22-2006	NextWave Broadband LLC	09, 36, 38	Statement of Use Due
NEXTWAVE WIRELESS	US	78/843,098	Mar-22-2006	NextWave Broadband LLC	09, 36, 38	Statement of Use Due

Last Statement of Use Extension is due Oct, 2012.
Final deadline to file Statement of Use is April 27, 2013.